

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



Carl E. Gierisch, Jr., Mayor

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

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

DECEMBER 12, 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. PRESENTATION

1. The Summit Club will present the Roanoke Police Department "Smoke Patrol" team with a plaque commemorating their achievement of scoring highest at the Flower Mound Smoke Fest State BBQ Championship and Fundraiser.

E. CONSENT AGENDA

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



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

**December 12, 2023
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1. Consider approval of the minutes from the regular City Council meeting held on November 14, 2023.
2. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Fire Protection Services.
3. Consider approval of an Interlocal Agreement between the City of Roanoke and Denton County for Ambulance Service.
4. Consider approval of Sedalco Bid Package No. 2 for the Roanoke Police and Municipal Court building.
5. Consider approval of the GeoTex construction material testing proposal for the Roanoke Police and Municipal Court building.

F. NEW BUSINESS

1. Consideration and action on approval of Ordinance No. 2023-135 amending Appendix A – Fee Schedule, Article 9.000, of the Code of Ordinances, entitled “Fire and Public Safety Related Fees” by adding “EMS Service – Ambulance” fees.
2. Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A, for a term expiring January 2026.
3. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow the sale of alcoholic beverages at Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 704 Byron Nelson, Roanoke, Texas. (SUP 2023-04/Ordinance No. 2023-134)
No action to be taken on this item. P&Z has not made a recommendation.
4. Consideration and action on approval of Ordinance No. 2023-134 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Retail to Retail - Specific Use Permit (SUP 2023-04) to allow the sale of alcoholic beverages on block B lot 2R in the Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 704 E Byron Nelson. The property is generally located at the intersection of E Byron Nelson and Hwy 114.



AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL

December 12, 2023
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No action to be taken on this item. P&Z has not made a recommendation.

G. EXECUTIVE SESSION

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

Section 551.087

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

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.

H. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, December 7, 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.**



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

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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: 11/14/2023 - CC Minutes

MEETING DATE: December 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on November 14, 2023.

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

1. CCMin 11-14-2023

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
NOVEMBER 14, 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, David Thompson, Bryan Moyers, 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, Fire Chief Chris Addington, Finance Director Kyle Lester, Public Works Director Shawn Wilkinson, Parks and Recreation Director Ray McDonald, Library Director Kelly Holt, and Development Services Administrator J.R. Hames, Communications & Public Engagement Officer Diane Rice, and Executive Assistant Jeannie Homer.

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

City Manager Cody Petree introduced the new Finance Director Kyle Lester.

City Manager Cody Petree thanked staff for a successful Veteran's Day event.

City Manager Cody Petree announced the Home Town Holiday event will be held on December 2nd and the First Responders Breakfast will be held on December 9th.

Mayor Gierisch stated the Veteran's Day event was "absolutely amazing" and continues to improve every year. Mayor Gierisch stated it was an honor to have Military Veteran Don Graves, who participated at Iwo Jima, sing "God Bless America" at the Veteran's Day event.

C. PUBLIC INPUT

Kouyan Rajabi, Roanoke resident, addressed the Mayor and City Council in regard to minimum parking requirements. Mr. Rajabi further expressed his concerns with the



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

**November 14, 2023
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excessive concrete, due to parking laws, which causes heat islands. Mr. Rajabi concluded that the reduction of concrete in the city will allow for more green spaces, parks, community gardens, and pedestrian friendly areas.

D. PRESENTATION

1. Mayor Gierisch swore in Officer Kenneth Richardson to his new position of Corporal.
2. Mayor Gierisch swore in Corporal Michael MacLean to his new position of Sergeant.
3. Mayor Gierisch swore in a new police officer to the Roanoke Police Department, Christopher Kidwell.
4. Mayor Gierisch swore in a new police officer to the Roanoke Police Department, Caleb Jonas.
5. Acknowledgement for the designation of the Roanoke Police Department as a silver level victim-friendly agency by the Texas Victim Services Association.

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 October 24, 2023.
2. Consider approval and award bid for the annual contract for mowing maintenance to SRH Landscapes, LLC.
3. Consider approval of an interlocal agreement between the City of Fort Worth and the City of Roanoke for traffic signal maintenance and operations.
4. Consider approval of a Professional Service Agreement between the City of Roanoke and TNP for the design of Dorman and North Walnut reconstruction project.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Items 1 through 4.

Motion carried unanimously.

F. NEW BUSINESS



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

November 14, 2023
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1. Motion made by Holly Gray-Moore second by Brian Darby to approve Resolution No. 2023-107R casting votes for one (1) member to the Board of the Denton Central Appraisal District.

Motion carried unanimously.

<u>Votes Cast</u>	<u>Candidate</u>
11	David Johnson
3	Ann Pomykal
2	Roy Atwood
3	Alex Buck

2. Motion made by Holly Gray-Moore second by Bryan Moyers to approve City Hall operating hours and staff alternate work schedule.

Motion carried unanimously.

3. Public hearing to consider amending the comprehensive zoning ordinance on approximately 18.504 acres of land located in the M.E.P. & P.R.R. Co. Survey, Abstract No. 923, City of Roanoke, Denton County, Texas, by changing the zoning on the approximately 18.504-acres of land from Single Family-7 District (SF-7) and Retail District (R) to Planned Development District with Multi-Family, Single-Family Townhouse (Attached), and Single-Family (Detached) Uses. (PD-2023-18, Ordinance No. 2023-130)

No action to be taken on this item. P&Z has not made a recommendation.

4. Consideration and action of Ordinance No. 2023-130, amending the Comprehensive Zoning Ordinance, for approximately 18.504 acres of land located in the M.E. P. & P.R.R. Co. Survey, Abstract No. 923, City of Roanoke, Denton County, TX, by changing the zoning from Single-Family-7 District (SF-7) and Retail District (R) to Planned Development District (PD 2023-18) with Multi-Family, Single Family Detached and Single Family Attached uses.

No action to be taken on this item. P&Z has not made a recommendation.

5. Public hearing to consider a rezoning application for Lot 8R, Block 14 O.T. Roanoke Addition, an addition located within the City of Roanoke, Denton County, Texas, by changing the zoning for said property from Oak Street Corridor Zoning District – Oak Street Zone to Oak Street Corridor Zoning District – Oak Street Zone - Specific Use Permit (SUP) to allow retail tobacco store use. (SUP-2023-03, Ordinance No. 2023-131)

Public hearing started at 7:29 p.m.

John Dancer, owner, stated in an effort for continued growth within 206 and Soul Fire Brewery, they are asking for approval of a “cigar lounge” retail tobacco store.

Public hearing ended at 7:30 p.m.



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

**November 14, 2023
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6. Motion made by Holly Gray-Moore second by Bryan Moyers to approve Ordinance No. 2023-131 amending the comprehensive zoning ordinance, by granting a change in zoning from Oak Street Corridor Zoning District – Oak Street Zone to Oak Street Corridor Zoning District – Oak Street Zone Specific Use Permit (SUP) to allow retail tobacco store use for Lot 8R, Block 14 of O.T. Roanoke Addition, City of Roanoke, Denton County, Texas. The property is generally located on the east side of N Oak Street, just south of Austin Street. (SUP-2023-03)

Motion carried unanimously.

7. Motion made by David Thompson second by David Brundage to approve a site plan (SP 2023-07) request from Peloton Land Solutions a Westwood Company, for a warehouse to be located on approximately 17.122-acre tract of land in the L.H. Dotson survey, abstract no. 383, and the MEP & PRR Co. survey, abstract number 923, City of Roanoke, Denton County, Texas. The property is generally located on the north side of Henrietta Creek Rd., approximately 1/4 mile west of U.S. Hwy 377, behind an existing warehouse having an address of 700-724 Henrietta Creek Rd.

Motion carried 6-0-1. Mayor Pro Tem Holly Gray-Moore abstained.

8. Motion made by Holly Gray-Moore second by David Thompson to approve a façade grant application from Tina Patel of KC Limited Partnership (Comfort Suites) at 801 W. Byron Nelson Blvd. Roanoke, TX.

Motion carried unanimously.

9. Motion made by Holly Gray-Moore second by David Thompson to approve a façade grant application from Adam J. Smith at 205 N. Oak St. Roanoke, TX.

Motion carried unanimously.

G. EXECUTIVE SESSION

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

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.

H. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:35 p.m.

Motion carried unanimously.



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

**November 14, 2023
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Carl E. "Scooter" Gierisch, Jr., Mayor

April S. Hill, City Secretary



CITY COUNCIL AGENDA ITEM

TO: The Honorable Mayor and Council

SUBJECT: ILA - Denton Co Fire Protection Services FY2023-2024

MEETING DATE: December 12, 2023

DEPARTMENT: Fire

ITEM SUMMARY:

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

INFORMATION:

This is the annual renewal of the Interlocal Agreement with Denton County for fire protection. This agreement provides for coverage for the unincorporated portions of Denton County which have been covered by Roanoke previously.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2023-2024 Roanoke Fire
2. Exhibit A - Fire

THE COUNTY OF DENTON

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CITY OF ROANOKE
FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Roanoke Fire Department (“the **AGENCY**”).

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

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

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

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

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending September 30, 2024.

II.
SERVICES

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

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

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

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

III. **PERFORMANCE OF SERVICE**

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

IV. **COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$700.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2023, to September 30, 2024. The **COUNTY** anticipates the **AGENCY** to run approximately 5 fire calls for a total funding of **\$3,500.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$13,500.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V. **FINANCIAL RECORDS**

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

VI.

RESPONSIBILITY OF THE COUNTY

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

VII.

RESPONSIBILITY OF THE AGENCY

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

VIII.

APPLICABLE LAW

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

IX.

DEFAULT

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

X.

TERMINATION

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

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

XI. GOVERNMENTAL IMMUNITY

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

XII. ENTIRE AGREEMENT

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

XIII. LAW OF CONTRACT

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

XIV. SEVERABILITY

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

XV. AUTHORITY

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

XVI.
SERVICE AREA

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

EXECUTED this 12th day of December, 2023.

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

City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262

By _____
Andy Eads
Denton County Judge

By _____
Name Chris Addington
Title Fire Chief

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
April S. Hill, City Secretary

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

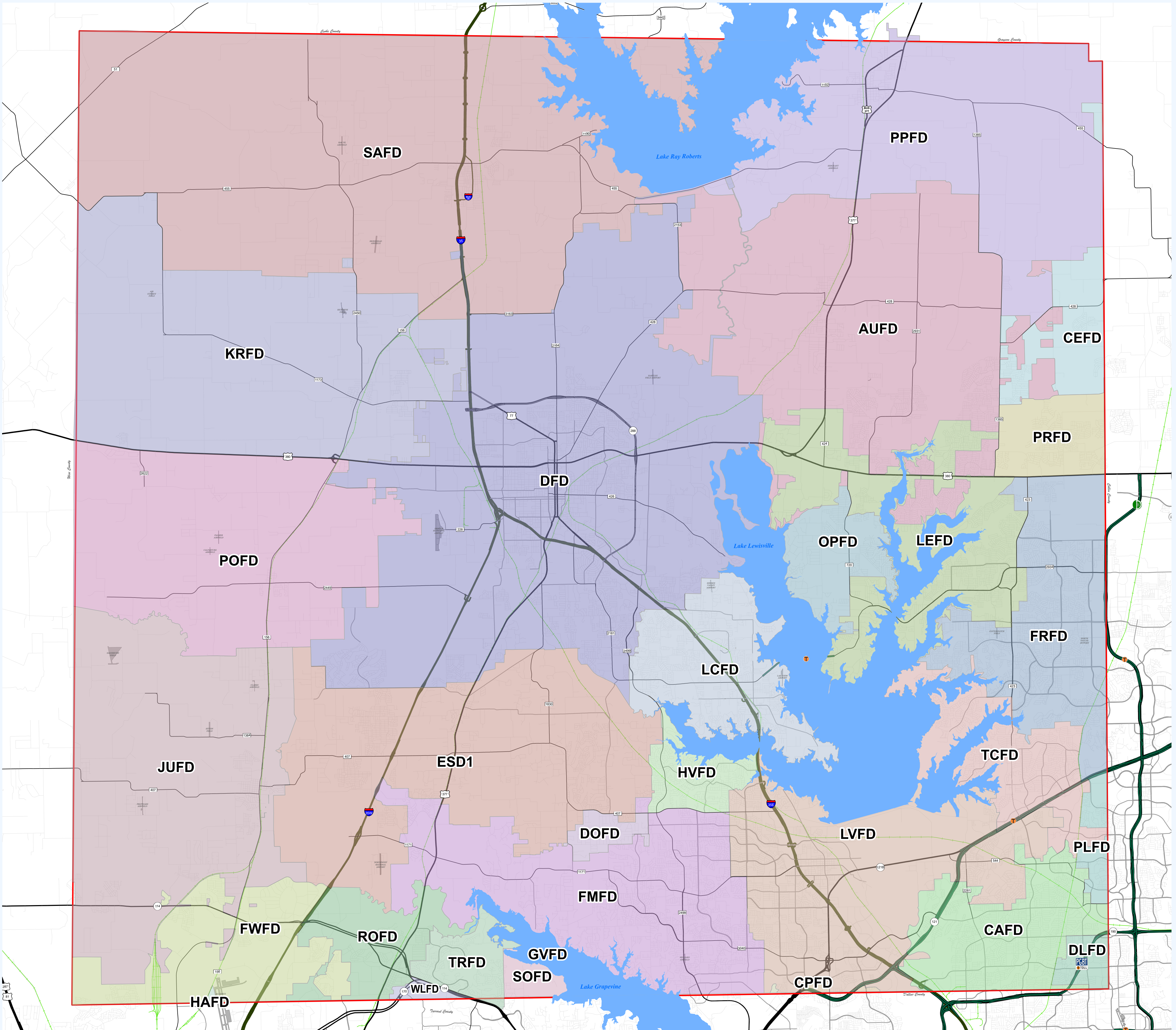
AUDITOR'S CERTIFICATE

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

Denton County Auditor

DENTON COUNTY

Exhibit A - Fire



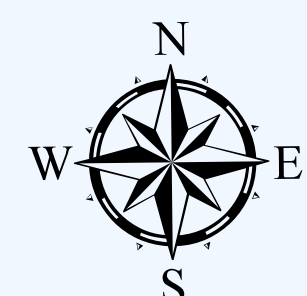
Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Kevin Falconer - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

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

City Population

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

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



1:100,000
October 17, 2023

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

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

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



Overview
Map



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: ILA-Denton Ambulance Service FY2023-2024

MEETING DATE: December 12, 2023

DEPARTMENT: Fire

ITEM SUMMARY:

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

INFORMATION:

This is the annual renewal of the Interlocal Agreement with Denton County for the provision of Emergency Medical Service (Ambulance Services per the agreement). This agreement provides for coverage for the unincorporated portions of Denton County which have been covered by Roanoke previously.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

N/A

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2023-2024 Roanoke Ambulance
2. Exhibit A - EMS

THE COUNTY OF DENTON

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CITY OF ROANOKE
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Roanoke, Texas (“the **AGENCY**”).

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

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

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

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

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

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

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

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

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

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending on September 30, 2024.

II.
DEFINITIONS

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

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

III. **SERVICES**

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

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

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

IV. **PERFORMANCE OF SERVICES**

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

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$5,838.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4601 per capita; said sum computes to \$3,754.75.
2. A fixed sum of \$254.7139 per ambulance transport for an estimated maximum amount of \$509.43. Said sum is based upon 2 transports made by the **AGENCY** in fiscal year 2023.
3. A fixed sum based on 2.11 rural miles in the agreed operating territory; said sum computes to \$1,574.13.

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

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

VI.
FINANCIAL RECORDS

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

VII.
RESPONSIBILITY OF THE COUNTY

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

VIII.
RESPONSIBILITY OF THE AGENCY

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

IX.
APPLICABLE LAW

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

X.
DEFAULT

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

XI.
TERMINATION

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

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

XII. **GOVERNMENTAL IMMUNITY**

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

XIII. **ENTIRE AGREEMENT**

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

XIV. **LAW OF CONTRACT**

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

XV. **SEVERABILITY**

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

XVI. **AUTHORITY**

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

XVII.
SERVICE AREA

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

EXECUTED this **12th** day of **December, 2023**.

COUNTY:

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

By: _____
Andy Eads
Denton County Judge

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AGENCY:

City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262

By: _____
Name: Chris Addington
Title: Fire Chief

ATTEST:

By: _____
April S. Hill, City Secretary

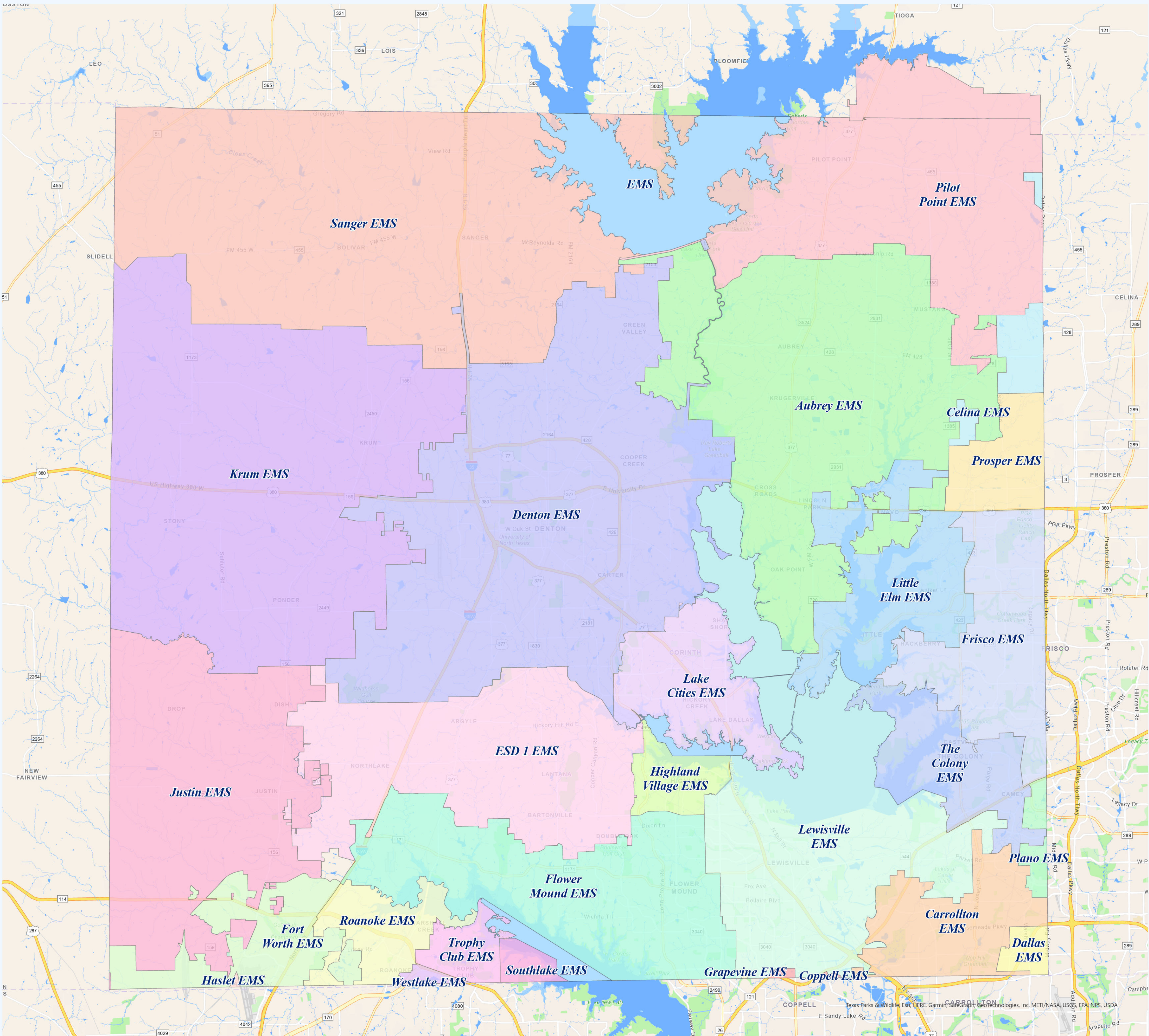
AUDITOR'S CERTIFICATE

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

Denton County Auditor

DENTON COUNTY

Exhibit A - EMS



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

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

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

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

1:108,212
November 15, 2023

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

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

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



Overview
Map



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Consider approval of Sedalco Bid Package No. 2

MEETING DATE: December 12, 2023

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of Sedalco Bid Package No. 2 for the new Roanoke Police Department and Municipal Court building for the approximate amount of \$10,260,130. This package includes all the sitework, underground utilities, and structural package to include concrete and steel. Approval of this package will allow Sedalco to start mobilizing in December with construction activities commencing the last week of December. This package, in conjunction with Bid Package No. 01 - Emergency Generator and Electrical Switchgear, gets us to approximately 25% locked down for pricing and trade contracts.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Consider approval of Sedalco Bid Package No. 2 for the new Roanoke Police Department and Municipal Court building for the approximate amount of \$10,260,130. This package, in conjunction with Bid Package No. 01 - Emergency Generator and Electrical Switchgear, gets us approximately 25% locked down for pricing and trade contracts. Bid package No. 03 bids on December 15, 2023, which will allow us to finalize the project GMP (Guaranteed Maximum Price).

ATTACHMENTS:

1. City Of Roanoke - GMP Ammendment - Early Out Civil & Structural Package

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 12th day of December in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of January in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Roanoke Police & Municipal Court Bid Package #2
Park & Fairway Drive
Roanoke, Texas

THE OWNER:
(Name, legal status, and address)

City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

SEDALCO, INC.
4100 Fossil Creek Boulevard
Fort Worth, Texas 76137

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million Two Hundred Sixty Thousand One Hundred Thirty Dollars (\$ 10,260,130.00),

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Exhibit A.1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Refer to Exhibit J		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Refer to Exhibit K		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

12/13/2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

Refer to Exhibit A.2; 1.01

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A133-2019	Standard Form of Agreement Between Owner & Construction Manager as Constructor	1/11/2023	102
A201-2017	General Conditions of the Contract for Construction	1/11/2023	76

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A.4 Drawing Log and Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A.4 Drawing Log and Specifications

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Exhibit L	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to Exhibit A.2

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A.3 GMP Proposal Recap
Exhibit D – Schedule
Exhibit F – Key Personnel
Exhibit H – Customary & Usual Labor Rates

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeriahme MillerPolice Chief
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Russ Garrison President/CEO
(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:51:22 ET on 12/05/2023.

PAGE 1

This Amendment dated the 12th day of December in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 11th day of January in the year 2023 (the "Agreement")

...

Roanoke Police & Municipal Court Bid Package #2
Park & Fairway Drive
Roanoke, Texas

...

City of Roanoke, Texas
500 S. Oak Street
Roanoke, Texas 76262

...

SEDALCO, INC.
4100 Fossil Creek Boulevard
Fort Worth, Texas 76137

...

§ **A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million Two Hundred Sixty Thousand One Hundred Thirty Dollars (\$ 10,260,130.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Exhibit A.1

...

None

...

Refer to Exhibit J

...

Refer to Exhibit K

...

[X] Established as follows:

...

12/13/2023

PAGE 3

Refer to Exhibit A.2: 1.01

...

<u>A133-2019</u>	<u>Standard Form of Agreement Between Owner & Construction Manager as Constructor</u>	<u>1/11/2023</u>	<u>102</u>
<u>A201-2017</u>	<u>General Conditions of the Contract for Construction</u>	<u>1/11/2023</u>	<u>76</u>

...

Refer to Exhibit A.4 Drawing Log and Specifications

...

Refer to Exhibit A.4 Drawing Log and Specifications

PAGE 4

Refer to Exhibit L

...

Refer to Exhibit A.2

...

Refer to Exhibit A.3 GMP Proposal Recap

Exhibit D – Schedule

Exhibit F – Key Personnel

Exhibit H – Customary & Usual Labor Rates

...

Jeriahme MillerPolice Chief

Russ Garrison President/CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jacquelyn D. Allen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:51:22 ET on 12/05/2023 under Order No. 2114467880 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) _____

Sr. Project Administrator
(Title) _____

12/5/23
(Dated) _____

SEDALCO
CONSTRUCTION SERVICES
— Since 1983 —

[illegible]

PROJECT: Roanoke Police & Courts - Bid Package 2 (Civil & Str			Bid Date	11/15/23	Liq Damages =	\$ 1,000.00	4-Dec-23		Pedestrian Canopy as Noted	
LOCATION: Roanoke			Bid Time	2:00:00 PM	Minority Goal =	N/A	3:02 PM			
ARCHITECT: GFF & FGMA			Project Duration	7.70	Months	\$48,000,000	Projected Project Value			
OWNER: City of Roanoke, Texas			Project Size	63,300	SF					
Row	Spec	DESCRIPTION	ADJUST	SCOPED	SUB/MATL	TOTAL	VENDOR	% of Total	\$/sf	Alt 1
58	01920	GENERAL/EXCESS LIABILITY INSURANCE			0.00400	41,041		0.40%	0.65	161
59	01930	BUILDER'S RISK INSURANCE			0.00096	9,871		0.10%	0.16	39
60	01850	TEXO / AGC FEE				13,143		0.13%	0.21	52
61	01810	BUILDING PERMIT -Based on City of Roanoke		NEW		0	n/a - Waived by Owner	0.00%	0.00	0
63	01900	CONTRACTOR'S PMT/PERF BONDS CMAR				82,691		0.81%	1.31	324
65		OWNER Betterment / Contingency - Construction (Includes BP 1 & 2)		2.00%		206,543		2.01%	3.26	745
66		CMAR Buyout Allowance - Bid Package #2 (20%)				50,000		0.49%	0.79	0
67		CMAR Contingency - Construction (Includes BP 1 & 2)		2.00%		206,543		2.01%	3.26	745
68		SUBTOTAL				9,879,759		96.29%	156.08	38,745
69		OVERHEAD & PROFIT (FEE) Percentage >		3.85%		380,371		3.71%	6.01	1,492
70		TOTAL ESTIMATED COST				10,260,130		100.00%	162.09	40,237
71								0.00%	0.00	
72				BID AMOUNT		10,260,130		100.00%	162.09	40,237

Exhibit A.2

Initial Guaranteed Maximum Price Proposal Clarifications and Assumptions

Our GMP Estimate is based on the plans and specifications itemized in the List of Contract Documents, and the following clarifications:

- 1.01 This GMP amendment includes General Conditions to cover all work through the completion of the erection of structural steel. Additional General Conditions will be included in upcoming BP #3 GMP Amendment to cover work through the anticipated overall project Substantial Completion date of October 1, 2025 as shown on attached Exhibit D.
- 1.02 The GMP/Amendment does not include revisions which may result from ongoing permit review by the City or other authorities having jurisdiction. We have included an Allowance to cover the potential impact of City or AHJ review comments.
- 1.03 We have EXCLUDED the following items, based on our understanding that the Owner has obtained appropriate exemptions, or has made provisions to include allowances for each in the overall project budget:
 - a. Sales Tax for permanently incorporated materials, equipment, and labor to install such items. We understand the Owner has tax-exempt status.
 - b. Certified payroll requirements.
 - c. All permit, municipal, meter and impact fees and TxDOT permit fees. This has been waived by the Owner (city of Roanoke, TX)
 - d. Excludes Maintenance Bonds, waived by the Owner.
 - e. Excludes steel rails at the Gun Range, this will be included in Bid Package 3.
- 1.03 The following items have been furthered clarified to be included in the overall scope of the project:
 - a. We have included the costs for haul off and removal of spoils created by the Site Utilities & Concrete scopes of work.
 - b. We have included SPC 327 "Spraylock" as a moisture mitigation product at the concrete foundation.
 - c. We have included the Earthwork, Site Utilities, Termite Control, Pavement Markings, Concrete & Structural Steel scopes of work in this Amendment.
 - d. We have included all piers as "Dry". If pier casing is required, please see the unit pricing on attached Exhibit K.
 - e. We have included Flexible Base as the Subgrade Prep at the Paving. This can be installed after grading the site and will allow for a temporary working surface through construction.
 - f. We have included Addendums 1 & 2.

Roanoke Police Department & Municipal Courts
Early Civil & Structural Package

Exhibit A.3



Guaranteed Maximum Price (GMP) Proposal Recap

Roanoke Police & Municipal Court

A. BP #1 - Early Electrical Gear and Generator Package:

Total..... \$945,537

B. BP #2 - Early Civil & Structural Package:

Total.....\$10,260,130

Total GMP to date.....\$11,205,667

Exhibit A
List of Contract Documents

Project: 23539. Roanoke Police & Municipal Courts Building

Drawing Type: ADD Addendum

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
1 ADDENDUM #1	11/14/23	CD - Issued For Construction	N
	-		

Drawing Type: ARCH Architectural

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
A.01 ARCHITECTURAL SITE PLAN	11/14/23	CD - Issued For Construction	Y
1 ADDENDUM #1	11/30/23	CD - Issued For Construction	
A1.1 NOTATION PLAN - OVERALL	11/14/23	CD - Issued For Construction	N
A1.2 DIMENSION PLAN - OVERALL	11/14/23	CD - Issued For Construction	N
	-		
A2.0 EXTERIOR ELEVATIONS - OVERALL	11/14/23	CD - Issued For Construction	Y
1 ADDENDUM #1	11/30/23	CD - Issued For Construction	
A2.1 EXTERIOR ELEVATIONS	11/14/23	CD - Issued For Construction	Y
1 ADDENDUM #1	11/30/23	CD - Issued For Construction	
	-		
A1.1D NOTATION AND DIMENSION PLAN - AREA D	11/14/23	CD - Issued For Construction	N
	-		

Drawing Type: CIVIL Civil

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
C0.00 COVER SHEET	11/14/23	CD - Issued For Construction	N
C0.01 PROJECT NOTES	11/14/23	CD - Issued For Construction	N
	-		
C1.00 FINAL PLAT	11/14/23	CD - Issued For Construction	N
C1.01 EXISTING CONDITIONS	11/14/23	CD - Issued For Construction	N
C1.02 DEMOLITION PLAN	11/14/23	CD - Issued For Construction	N
	-		
C2.00 SITE PLAN	11/14/23	CD - Issued For Construction	N
	-		
C3.00 EXISTING DRAINAGE AREA MAP	11/14/23	CD - Issued For Construction	N
	-		
C3.01 PROPOSED DRAINAGE AREA MAP	11/14/23	CD - Issued For Construction	N
	-		
C3.02 EXISTING & PROPOSED DRAINAGE AREA CALCULATIONS	11/14/23	CD - Issued For Construction	N
	-		
C3.03 OVERALL GRADING PLAN	11/14/23	CD - Issued For Construction	N
	-		

Initials: _____

Project: 23539. Roanoke Police & Municipal Courts Building

Drawing Type: CIVIL Civil

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
C3.04 WESTSIDE GRADING PLAN	11/14/23	CD - Issued For Construction	N
C3.05 EASTSIDE GRADING PLAN	11/14/23	-	N
C3.06 DETAILED GRADING - NORTHEAST PLAZA	11/14/23	-	N
C4.00 SANITARY SEWER PLAN	11/14/23	-	N
C4.01 WATER PLAN	11/14/23	-	N
C4.02 STORMWATER PLAN	11/14/23	-	N
C5.00 SANITARY SEWER 1, 1A, 1B, 1C & 1D PROFILES	11/14/23	-	N
C5.01 STORMWATER 1 PROFILE	11/14/23	-	N
C5.02 STORMWATER 1A & 1B PROFILES	11/14/23	-	N

Drawing Type: GENERAL General

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
G0.0 COVER SHEET	11/14/23	CD - Issued For Construction	N
G1.1 CODE COMPLIANCE PLAN - OVERALL	11/14/23	CD - Issued For Construction	N
G1.1D CODE COMPLIANCE PLAN - AREA D	11/14/23	-	N

Initials: _____

Project: 23539. Roanoke Police & Municipal Courts Building

Drawing Type: STRUCT Structural

Drawing	Issued Date	Status	Revisions
Revision	Rev'd Date		
S0.2 GENERAL NOTES	11/14/23	CD - Issued For Construction	N
S0.3 GENERAL NOTES (STORM SHELTER)	11/14/23	-	N
S0.4 SPECIAL INSPECTIONS	11/14/23	-	N
S1.1 LEVEL 01 - FOUNDATION PLAN - OVERALL	11/14/23	-	N
S1.2 ROOF LEVEL - OVERALL	11/14/23	-	N
S6.0 HSS - STEEL COLUMN SCHEDULE AND DETAILS	11/14/23	-	N
S1.1A LEVEL 01 - FOUNDATION PLAN - AREA A	11/14/23	-	N
S1.1B LEVEL 01 - FOUNDATION PLAN - AREA B	11/14/23	-	N
S1.1C LEVEL 01 - FOUNDATION PLAN - AREA C	11/14/23	-	N
S1.1D LEVEL 01 - FOUNDATION PLAN - AREA D	11/14/23	-	N
S1.2A ROOF LEVEL - AREA A	11/14/23	-	N
S1.2B ROOF LEVEL - AREA B	11/14/23	-	N
S1.2C ROOF LEVEL - AREA C	11/14/23	-	N
S1.2D ROOF LEVEL - AREA D	11/14/23	-	N
S2.01 STORM SHELTER ENLARGED PLANS	11/14/23	-	N
S2.02 STORM SHELTER DETAILS	11/14/23	-	N
S2.10 CANOPY PLANS AND DETAILS	11/14/23	-	N
S2.11 CANOPY PLANS AND DETAILS	11/14/23	-	N
S2.12 CANOPY PLANS AND DETAILS	11/14/23	-	N
S2.20 ENLARGED PLANS AND DETAILS	11/14/23	-	N
S3.01 TYPICAL FOUNDATION DETAILS	11/14/23	-	N
S3.02 TYPICAL FOUNDATION DETAILS	11/14/23	-	N
S3.03 TYPICAL FOUNDATION DETAILS	11/14/23	-	N
S3.04 FOUNDATION SECTIONS AND DETAILS	11/14/23	-	N
S3.05 FOUNDATION SECTIONS AND DETAILS	11/14/23	-	N
S4.01 MASONRY TYPICAL DETAILS	11/14/23	-	N
S5.10 STANDARD MOMENT CONNECTION DETAILS	11/14/23	-	N

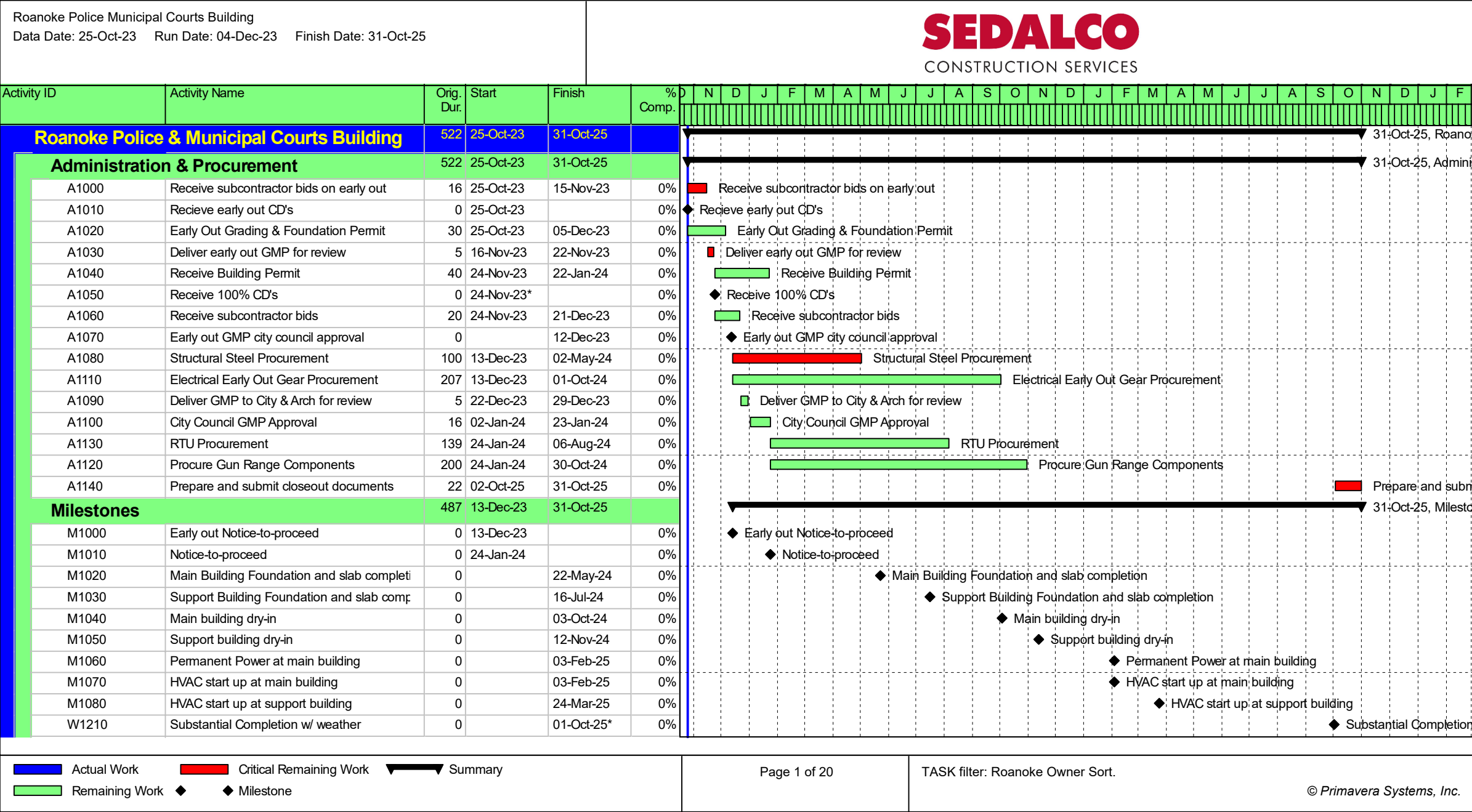
Initials: _____

Project: 23539. Roanoke Police & Municipal Courts Building

Drawing Type: STRUCT Structural

Drawing		Issued Date	Status	Revisions
Revision		Rev'd Date		
S5.11	TYPICAL STEEL DETAILS	11/14/23	-	CD - Issued For Construction N
S5.12	STANDARD STEEL JOISTS DETAILS	11/14/23	-	CD - Issued For Construction N
S5.13	STANDARD STEEL JOISTS DETAILS	11/14/23	-	CD - Issued For Construction N
S5.14	STEEL SECTIONS AND DETAILS	11/14/23	-	CD - Issued For Construction N
S5.15	STEEL SECTIONS AND DETAILS	11/14/23	-	CD - Issued For Construction N
S5.16	STEEL SECTIONS AND DETAILS	11/14/23	-	CD - Issued For Construction N
S5.17	STEEL SECTIONS AND DETAILS	11/14/23	-	CD - Issued For Construction N
S5.30	TYPICAL BRACE DETAILS	11/14/23	-	CD - Issued For Construction N
S5.31	BRACE FRAME ELEVATIONS	11/14/23	-	CD - Issued For Construction N
S5.32	BRACE FRAME ELEVATIONS	11/14/23	-	CD - Issued For Construction N

Initials: _____



Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
M1110	Project Final Completion		0		31-Oct-25	0%																													◆ Project Final Completion
	Anticipated Adverse Weather		63	07-Jul-25	01-Oct-25																														01-Oct-25, Anticipated
	W1000	December 2023	3	07-Jul-25	09-Jul-25	0%																													December 2023
	W1010	January 2024	2	10-Jul-25	11-Jul-25	0%																													January 2024
	W1020	February 2024	3	14-Jul-25	16-Jul-25	0%																													February 2024
	W1030	March 2024	3	17-Jul-25	21-Jul-25	0%																													March 2024
	W1040	April 2024	4	22-Jul-25	25-Jul-25	0%																													April 2024
	W1050	May 2024	5	28-Jul-25	01-Aug-25	0%																													May 2024
	W1060	June 2024	4	04-Aug-25	07-Aug-25	0%																													June 2024
	W1070	July 2024	3	08-Aug-25	12-Aug-25	0%																													July 2024
	W1080	August 2024	2	13-Aug-25	14-Aug-25	0%																													August 2024
	W1090	September 2024	3	15-Aug-25	19-Aug-25	0%																													September 2024
	W1100	October 2024	2	20-Aug-25	21-Aug-25	0%																													October 2024
	W1110	November 2024	3	22-Aug-25	26-Aug-25	0%																													November 2024
	W1120	December 2024	3	27-Aug-25	29-Aug-25	0%																													December 2024
	W1130	January 2025	2	01-Sep-25	02-Sep-25	0%																													January 2025
	W1140	February 2025	3	03-Sep-25	05-Sep-25	0%																													February 2025
	W1150	March 2025	3	08-Sep-25	10-Sep-25	0%																													March 2025
	W1160	April 2025	4	11-Sep-25	16-Sep-25	0%																													April 2025
	W1170	May 2025	4	17-Sep-25	22-Sep-25	0%																													May 2025
	W1180	June 2025	3	23-Sep-25	25-Sep-25	0%																													June 2025
	W1190	July 2025	2	26-Sep-25	29-Sep-25	0%																													July 2025
	W1200	August 2025	2	30-Sep-25	01-Oct-25	0%																													August 2025
Sitework			352	13-Dec-23	24-Apr-25																														24-Apr-25, Sitework
	SW1000	Verify TOPO and city installed utilities	2	13-Dec-23	14-Dec-23	0%																													Verify TOPO and city installed utilities
	SW1010	Mobilization of temp facilities	5	13-Dec-23	19-Dec-23	0%																													Mobilization of temp facilities
	SW1030	Private and public utility locates	2	18-Dec-23	19-Dec-23	0%																													Private and public utility locates
	SW1040	Install SWPPP BMP's	2	18-Dec-23	19-Dec-23	0%																													Install SWPPP BMP's
	SW1020	Clear and grub site/stockpile top soil	5	18-Dec-23	22-Dec-23	0%																													Clear and grub site/stockpile top soil

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
	SW1050	Rough grade (import material)	15	26-Dec-23	16-Jan-24	0%																													
	SW1070	Create Building pad	5	10-Jan-24	16-Jan-24	0%																													
	SW1080	Install storm drainage system	10	17-Jan-24	30-Jan-24	0%																													
	SW1060	Install underground primary electrical	10	24-Jan-24	06-Feb-24	0%																													
	SW1110	Install sanitary sewer service	10	31-Jan-24	13-Feb-24	0%																													
	SW1090	Install underground secondary electrical	5	07-Feb-24	13-Feb-24	0%																													
	SW1100	Install underground power/telecomm/ acces	5	14-Feb-24	20-Feb-24	0%																													
	SW1140	Install sanitary sewer to support building	3	14-Feb-24	16-Feb-24	0%																													
	SW1150	Install domestic water/fire service lines and \	7	19-Feb-24	27-Feb-24	0%																													
	SW1120	FRP light pole bases	5	21-Feb-24	27-Feb-24	0%																													
	SW1160	Install fire hydrants & hydrant piping	3	28-Feb-24	01-Mar-24	0%																													
	SW1130	Install irrigation sleeves Quad 1	2	28-Feb-24	29-Feb-24	0%																													
	SW1170	Underground Elect Rough-in for Outdoor Kit	5	28-Feb-24	05-Mar-24	0%																													
	SW1180	Install site gas service to buildings and gene	5	04-Mar-24	08-Mar-24	0%																													
	SW1190	Underground Plumbing Rough at Outdoor K	5	06-Mar-24	12-Mar-24	0%																													
	SW1200	Install irrigation sleeves Quad 2	2	13-Mar-24	14-Mar-24	0%																													
	SW1210	Install irrigation sleeves Quad 3	2	15-Mar-24	18-Mar-24	0%																													
	SW1220	Install irrigation sleeves Quad 4	2	19-Mar-24	20-Mar-24	0%																													
	SW1230	Underground electrical to charging stations	3	19-Mar-24	21-Mar-24	0%																													
	SW1240	Lime stabilize and blue top Quad 1	3	22-Mar-24	26-Mar-24	0%																													
	SW1250	FRP paving Quad 1	5	27-Mar-24	02-Apr-24	0%																													
	SW1260	Lime Stabilize and blue top Quad 2	5	03-Apr-24	09-Apr-24	0%																													
	SW1270	FRP Quad 2 paving	5	10-Apr-24	16-Apr-24	0%																													
	SW1280	Lime stabilize and blue top Quad 3	3	17-Apr-24	19-Apr-24	0%																													
	SW1290	FRP quad 3 paving	5	22-Apr-24	26-Apr-24	0%																													
	SW1300	Lime stabilize and blue top Quad 4	5	29-Apr-24	03-May-24	0%																													
	SW1310	FRP quad 4 paving	5	06-May-24	10-May-24	0%																													
	SW1320	FRP generator pad	2	13-May-24	14-May-24	0%																													
	SW1330	FRP Transformer pad	2	15-May-24	16-May-24	0%																													

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
	SW1340	Install transformer/pull primary	3	17-May-24	21-May-24	0%																													
	SW1350	Install secondary conductor, terminate and t	3	22-May-24	24-May-24	0%																													
	SW1360	Install lightning protection ground loop	5	27-May-24	31-May-24	0%																													
	SW1370	Install gas meter	2	06-Sep-24	09-Sep-24	0%																													
	SW1390	Install irrigation sleeves at sidewalks	2	20-Sep-24	23-Sep-24	0%																													
	SW1400	Install underground to handrail lighting	3	20-Sep-24	24-Sep-24	0%																													
	SW1420	Install flagpoles	2	25-Sep-24	26-Sep-24	0%																													
	SW1440	Fine grade and FRP sidewalks	5	27-Sep-24	03-Oct-24	0%																													
	SW1410	Install emergency generator	3	02-Oct-24	04-Oct-24	0%																													
	SW1450	Install site railings	10	04-Oct-24	17-Oct-24	0%																													
	SW1470	Install 8' masonry site wall	21	04-Oct-24	01-Nov-24	0%																													
	SW1430	Install charging stations	5	07-Oct-24	11-Oct-24	0%																													
	SW1380	Install masonry at dumpster enclosure	7	16-Oct-24	24-Oct-24	0%																													
	SW1480	Install joint sealants at sidewalks	2	18-Oct-24	21-Oct-24	0%																													
	SW1500	Install exterior artificial turf	10	22-Oct-24	04-Nov-24	0%																													
	SW1510	Frame Outdoor Kitchen	3	22-Oct-24	24-Oct-24	0%																													
	SW1560	Install lightpoles and pull wire	3	24-Oct-24	28-Oct-24	0%																													
	SW1460	Install exterior canopies	20	25-Oct-24	21-Nov-24	0%																													
	SW1490	Install dumpster gates	3	25-Oct-24	29-Oct-24	0%																													
	SW1530	Install joint sealants Quad 1&2	2	04-Nov-24	05-Nov-24	0%																													
	SW1540	Install porcelain pavers	10	05-Nov-24	18-Nov-24	0%																													
	SW1550	Install joint sealants quad 3 & 4 paving	2	06-Nov-24	07-Nov-24	0%																													
	SW1580	FRP concrete steps &ADA ramp	5	19-Nov-24	25-Nov-24	0%																													
	SW1520	Excavate for retaining wall	5	22-Nov-24	28-Nov-24	0%																													
	SW1590	Re-spread topsoil and fine grade site	5	26-Nov-24	02-Dec-24	0%																													
	SW1600	Install domestic and irrigation meters	2	26-Nov-24	27-Nov-24	0%																													
	SW1570	Install retaining wall	21	29-Nov-24	30-Dec-24	0%																													
	SW1610	Backfill retaining wall	2	31-Dec-24	02-Jan-25	0%																													
	SW1620	Install parking canopies	15	31-Dec-24	21-Jan-25	0%																													

Actual Work

Remaining Work

Critical Remaining Work

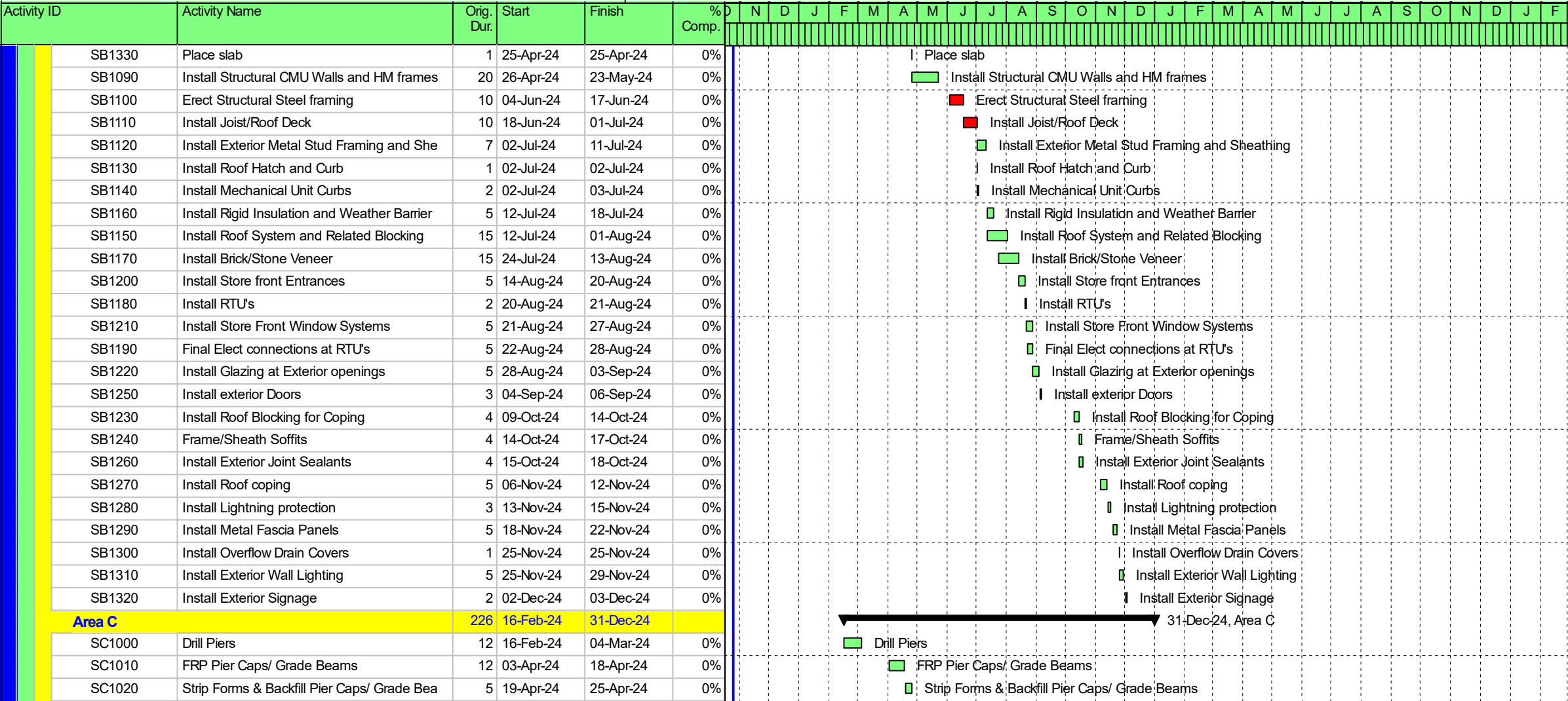
Milestone

Summary

 Actual Work
  Critical Remaining Work
  Summary
 Remaining Work
 Milestone

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.																														
		SA1140	Install RTU Curbs	3	04-Jun-24	06-Jun-24	0%	Install RTU Curbs																												
		SA1170	Install Rigid Insulation & Weather Barrier	5	18-Jun-24	24-Jun-24	0%	Install Rigid Insulation & Weather Barrier																												
		SA1150	Install Roof System & Related Blocking	15	18-Jun-24	09-Jul-24	0%	Install Roof System & Related Blocking																												
		SA1160	Install Brick/Stone Veneer	20	25-Jun-24	23-Jul-24	0%	Install Brick/Stone Veneer																												
		SA1180	Install Roof Blocking for Coping	3	24-Jul-24	26-Jul-24	0%	Install Roof Blocking for Coping																												
		SA1190	Install Storefront Window Systems	5	24-Jul-24	30-Jul-24	0%	Install Storefront Window Systems																												
		SA1200	Install Overflow Drain Covers	2	24-Jul-24	25-Jul-24	0%	Install Overflow Drain Covers																												
		SA1210	Install Storefront Entrances	2	31-Jul-24	01-Aug-24	0%	Install Storefront Entrances																												
		SA1220	Install Exterior Doors and Hardware	5	02-Aug-24	08-Aug-24	0%	Install Exterior Doors and Hardware																												
		SA1230	Install Glazing at Exterior Openings	5	09-Aug-24	15-Aug-24	0%	Install Glazing at Exterior Openings																												
		SA1240	Install RTU's	2	16-Aug-24	19-Aug-24	0%	Install RTU's																												
		SA1250	Final elect connections to RTU's	3	06-Sep-24	10-Sep-24	0%	Final elect connections to RTU's																												
		SA1260	Install Exterior Joint Sealants	3	04-Oct-24	08-Oct-24	0%	Install Exterior Joint Sealants																												
		SA1270	Frame/Sheath Soffits	3	09-Oct-24	11-Oct-24	0%	Frame/Sheath Soffits																												
		SA1280	Install Metal Fascia Panels	4	24-Oct-24	29-Oct-24	0%	Install Metal Fascia Panels																												
	SA1290	Install Roof Coping	5	30-Oct-24	05-Nov-24	0%	Install Roof Coping																													
	SA1300	Install Lightning Protection	2	06-Nov-24	07-Nov-24	0%	Install Lightning Protection																													
	SA1310	Install Exterior Wall Lighting	3	08-Nov-24	12-Nov-24	0%	Install Exterior Wall Lighting																													
	SA1320	Install Exterior Signage	3	13-Nov-24	15-Nov-24	0%	Install Exterior Signage																													
	Area B			217	02-Feb-24	03-Dec-24		03-Dec-24, Area B																												
			SB1000	Drill Piers	10	02-Feb-24	15-Feb-24	0%	Drill Piers																											
			SB1010	FRP Pier caps/Grade Beams	10	13-Mar-24	26-Mar-24	0%	FRP Pier caps/Grade Beams																											
			SB1030	Under slab Plumbing Rough	9	27-Mar-24	08-Apr-24	0%	Under slab Plumbing Rough																											
			SB1020	Strip Forms and Backfill Pier caps/Grade Be	5	27-Mar-24	02-Apr-24	0%	Strip Forms and Backfill Pier caps/Grade Beams																											
			SB1040	Under slab Elect & Telecomm	5	27-Mar-24	02-Apr-24	0%	Under slab Elect & Telecomm																											
SB1060			Fine Grade	4	09-Apr-24	12-Apr-24	0%	Fine Grade																												
SB1050			Termite Control	1	15-Apr-24	15-Apr-24	0%	Termite Control																												
SB1070			Rough-in Elect Floor Boxes in Slab	3	16-Apr-24	18-Apr-24	0%	Rough-in Elect Floor Boxes in Slab																												
		SB1080	Void boxes, Vapor Barrier, Reinforcement	7	16-Apr-24	24-Apr-24	0%	Void boxes, Vapor Barrier, Reinforcement																												

Actual Work Critical Remaining Work Summary
Remaining Work Milestone



Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F		
			SC1030	Under slab Plumbing Rough	7	26-Apr-24	06-May-24	0%																														
			SC1040	Under slab Elect & Telecomm Roughin	5	26-Apr-24	02-May-24	0%																														
			SC1050	Fine grade	5	07-May-24	13-May-24	0%																														
			SC1060	Rough-in Elect Floor Boxes in Slab	2	14-May-24	15-May-24	0%																														
			SC1070	Termite Control	1	14-May-24	14-May-24	0%																														
			SC1080	void boxes, Vapor Barrier, Reinforcement	5	15-May-24	21-May-24	0%																														
			SC1340	Place slab	1	22-May-24	22-May-24	0%																														
			SC1090	Install Structural CMU Walls and HM frames	20	24-May-24	20-Jun-24	0%																														
			SC1100	Erect Structural Steel Framing	10	02-Jul-24	16-Jul-24	0%																														
			SC1120	Install Joist Roof Deck	10	17-Jul-24	30-Jul-24	0%																														
			SC1110	Install Exterior Metal Studs and Sheathing	10	31-Jul-24	13-Aug-24	0%																														
			SC1140	Install Roof Hatch and Curb	1	31-Jul-24	31-Jul-24	0%																														
			SC1150	Install RTU Curbs	2	31-Jul-24	01-Aug-24	0%																														
			SC1160	Install Rigid insulation & Weather Barrier	7	14-Aug-24	22-Aug-24	0%																														
			SC1130	Install Roof Blocking for Coping	4	14-Aug-24	19-Aug-24	0%																														
			SC1170	Install Roof System & Related Roof Blocking	15	14-Aug-24	03-Sep-24	0%																														
			SC1190	Install Brick/Stone Veneer	20	23-Aug-24	19-Sep-24	0%																														
			SC1220	Install Store Front Window Systems	6	28-Aug-24	04-Sep-24	0%																														
			SC1180	Install RTU's	2	04-Sep-24	05-Sep-24	0%																														
			SC1200	Install Store Front Entrances	5	20-Sep-24	26-Sep-24	0%																														
			SC1240	Install Exterior Doors and Hardware	3	20-Sep-24	24-Sep-24	0%																														
			SC1210	Final electrical connections at RTU's	5	26-Sep-24	02-Oct-24	0%																														
			SC1250	Install Glazing at Exterior Openings	5	27-Sep-24	03-Oct-24	0%																														
			SC1230	Frame/Sheath Soffits	4	18-Oct-24	23-Oct-24	0%																														
			SC1260	Install Exterior Joint Sealants	3	21-Oct-24	23-Oct-24	0%																														
			SC1270	Install Roof Coping	5	13-Nov-24	19-Nov-24	0%																														
			SC1280	Install Lightning Protection	3	20-Nov-24	22-Nov-24	0%																														
			SC1290	Install Metal Fascia Panels	5	26-Nov-24	02-Dec-24	0%																														
			SC1300	Install Exterior Wall Lighting	3	03-Dec-24	05-Dec-24	0%																														

Actual Work

Critical Remaining Work

Summary

Remaining Work

Milestone

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.																																																					
		SC1310	Install exterior Signage	3	06-Dec-24	10-Dec-24	0%																																																				
		SC1320	Develop SEDALCO Punch List	4	11-Dec-24	16-Dec-24	0%																																																				
		SC1330	Work Off SEDALCO Punch List	10	17-Dec-24	31-Dec-24	0%																																																				
	M.E.P., Partitions & Finishes			278	04-Jun-24	01-Jul-25																																																					
	Area A			218	04-Jun-24	08-Apr-25																																																					
	FA1030	Install Duct Mains and Branch Lines	7	04-Jun-24	12-Jun-24	0%																																																					
	FA1010	Roof Drain Overhead Rough-in	4	04-Jun-24	07-Jun-24	0%																																																					
	FA1000	Install Roof Drains	2	10-Jun-24	11-Jun-24	0%																																																					
	FA1040	Plumbing overhead rough	8	13-Jun-24	24-Jun-24	0%																																																					
	FA1080	Install Fire Suppression	8	25-Jun-24	05-Jul-24	0%																																																					
	FA1070	Install Interior Stud Framing	10	14-Aug-24	27-Aug-24	0%																																																					
	FA1050	Electrical Overhead Raceway	15	21-Aug-24	10-Sep-24	0%																																																					
	FA1100	Install Interior HM Frames	5	28-Aug-24	03-Sep-24	0%																																																					
	FA1110	In-Wall Plumbing Rough	15	28-Aug-24	17-Sep-24	0%																																																					
	FA1140	In-Wall Electrical Rough	10	11-Sep-24	24-Sep-24	0%																																																					
	FA1170	Insulate In-Wall Plumbing	5	18-Sep-24	24-Sep-24	0%																																																					
	FA1160	Install Cable Tray	5	25-Sep-24	01-Oct-24	0%																																																					
	FA1190	Install J Hooks and Wire for Low Voltage	2	02-Oct-24	03-Oct-24	0%																																																					
	FA1060	Insulate Roof Drain	5	04-Oct-24	10-Oct-24	0%																																																					
	FA1200	One Side Interior Walls	10	04-Oct-24	17-Oct-24	0%																																																					
	FA1220	Install Comm & Pageing System (panels & c	4	04-Oct-24	09-Oct-24	0%																																																					
	FA1240	Access control Rough-in	5	10-Oct-24	16-Oct-24	0%																																																					
	FA1090	Insulate Duct Work	9	11-Oct-24	23-Oct-24	0%																																																					
	FA1120	Insulate Overhead Plumbing	5	17-Oct-24	23-Oct-24	0%																																																					
	FA1250	In-Wall Cover up Inspection	1	18-Oct-24	18-Oct-24	0%																																																					
	FA1260	Install and insulate Condensate Piping	5	18-Oct-24	24-Oct-24	0%																																																					
	FA1270	Install Panel Board Cans and Step Down Tr	10	18-Oct-24	31-Oct-24	0%																																																					
	FA1280	Insulate and Sheetrock Exterior Walls	10	18-Oct-24	31-Oct-24	0%																																																					
FA1150	Frame Gypboard Ceilings and Furr Downs	4	24-Oct-24	29-Oct-24	0%																																																						

Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F		
			FA1130	Block, Fill and Paint CMU Walls	3	24-Oct-24	28-Oct-24	0%																														
			FA1210	Install Roof Gas, regulators and final conner	3	24-Oct-24	28-Oct-24	0%																														
			FA1180	Rough In Lighting and Power at Gyp Ceiling	3	30-Oct-24	01-Nov-24	0%																														
			FA1290	2nd Side and Insulate Interior Walls	10	01-Nov-24	14-Nov-24	0%																														
			FA1300	Pull Wire to Power and Lighting	5	04-Nov-24	08-Nov-24	0%																														
			FA1310	Rough-in electric to backlit exterior signage	2	11-Nov-24	12-Nov-24	0%																														
			FA1230	Install Roof Access Ladder	1	20-Nov-24	20-Nov-24	0%																														
			FA1320	Tape, Bed, Texture, Paint	11	21-Nov-24	05-Dec-24	0%																														
			FA1330	Frame Wood Ceilings	4	06-Dec-24	11-Dec-24	0%																														
			FA1340	Build Out Telecommunications Room	10	06-Dec-24	19-Dec-24	0%																														
			FA1350	Install Interior Storefront	3	12-Dec-24	16-Dec-24	0%																														
			FA1360	Install ceiling grid	5	12-Dec-24	18-Dec-24	0%																														
			FA1370	Install Ceramic Wall and Floor Tile in Restroc	8	17-Dec-24	27-Dec-24	0%																														
			FA1380	Install Fire Suppression Heads and Drops	5	19-Dec-24	26-Dec-24	0%																														
			FA1390	Install Lay-in Grid Light Fixtures	8	19-Dec-24	31-Dec-24	0%																														
			FA1400	Install HVAC Grills, Registers & Diffusers	4	19-Dec-24	24-Dec-24	0%																														
			FA1410	Seal Exposed Concrete Floors	4	20-Dec-24	26-Dec-24	0%																														
			FA1420	Install HVAC Controls Raceway, Power	4	26-Dec-24	31-Dec-24	0%																														
			FA1430	Install Lighting Control Systems	4	26-Dec-24	31-Dec-24	0%																														
			FA1440	Install Storage Units	10	27-Dec-24	10-Jan-25	0%																														
			FA1450	Install Ceramic Wall and Floor Tile Corridors	10	30-Dec-24	13-Jan-25	0%																														
			FA1460	Install Light Fixtures at Gyp Ceilings	10	02-Jan-25	15-Jan-25	0%																														
			FA1470	Above Ceiling Cover Up Inspection	0		15-Jan-25	0%																														
			FA1480	Install Wood Ceiling System	15	16-Jan-25	05-Feb-25	0%																														
			FA1490	Install Plumbing Fixtures	4	16-Jan-25	21-Jan-25	0%																														
			FA1520	Drop Lay-In Ceiling Tile	5	04-Feb-25	10-Feb-25	0%																														
			FA1530	Install Corner Guards	2	06-Feb-25	07-Feb-25	0%																														
			FA1540	Install metal wall panels	5	06-Feb-25	12-Feb-25	0%																														
			FA1550	Install Courtroom Millwork & Paneling	10	06-Feb-25	19-Feb-25	0%																														

- Block, Fill and Paint CMU Walls
- Install Roof Gas, regulators and final connections
- Rough In Lighting and Power at Gyp Ceilings
- 2nd Side and Insulate Interior Walls
- Pull Wire to Power and Lighting
- Rough-in electric to backlit exterior signage
- Install Roof Access Ladder
- Tape, Bed, Texture, Paint
- Frame Wood Ceilings
- Build Out Telecommunications Room
- Install Interior Storefront
- Install ceiling grid
- Install Ceramic Wall and Floor Tile in Restrooms
- Install Fire Suppression Heads and Drops
- Install Lay-in Grid Light Fixtures
- Install HVAC Grills, Registers & Diffusers
- Seal Exposed Concrete Floors
- Install HVAC Controls Raceway, Power
- Install Lighting Control Systems
- Install Storage Units
- Install Ceramic Wall and Floor Tile Corridors
- Install Light Fixtures at Gyp Ceilings
- Above Ceiling Cover Up Inspection
- Install Wood Ceiling System
- Install Plumbing Fixtures
- Drop Lay-In Ceiling Tile
- Install Corner Guards
- Install metal wall panels
- Install Courtroom Millwork & Paneling

Activity ID	Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
	FA1570	Install vinyl wall coverings	5	10-Feb-25	14-Feb-25	0%																												
	FA1560	Install Millwork	10	11-Feb-25	24-Feb-25	0%																												
	FA1580	install acoustical wall panels	5	13-Feb-25	19-Feb-25	0%																												
	FA1590	Install Wood Paneling	4	20-Feb-25	25-Feb-25	0%																												
	FA1600	Install Visual Display Boards	5	25-Feb-25	03-Mar-25	0%																												
	FA1610	Install Wood Doors and Hardware	7	25-Feb-25	05-Mar-25	0%																												
	FA1500	Install Sinks and Final Plumbing	4	25-Feb-25	28-Feb-25	0%																												
	FA1620	Install Carpet and Vinyl Tile Flooring & Base	7	26-Feb-25	06-Mar-25	0%																												
	FA1510	Install Toilet Partitions	5	03-Mar-25	07-Mar-25	0%																												
	FA1630	Install Fire Alarm System (panels and device	4	06-Mar-25	11-Mar-25	0%																												
	FA1640	Install Glazing at Interior HM & Storefront Fr	4	06-Mar-25	11-Mar-25	0%																												
	FA1650	Trim Out Electrical Devices	5	06-Mar-25	12-Mar-25	0%																												
	FA1660	Terminate access control	5	06-Mar-25	12-Mar-25	0%																												
	FA1670	Install devices and trim Out Communication:	5	07-Mar-25	13-Mar-25	0%																												
	FA1680	Install HM Doors and Hardware	5	13-Mar-25	19-Mar-25	0%																												
	FA1690	Install AV/Video Equipment	6	14-Mar-25	21-Mar-25	0%																												
	FA1700	Install Appliances	3	24-Mar-25	26-Mar-25	0%																												
	FA1710	Final paint walls & Ceilings	5	24-Mar-25	28-Mar-25	0%																												
	FA1720	Install Walk-Off Mats	1	31-Mar-25	31-Mar-25	0%																												
	FA1730	Install Roller Shades	2	31-Mar-25	01-Apr-25	0%																												
	FA1740	Install Interior Signage	3	31-Mar-25	02-Apr-25	0%																												
	FA1750	Rough Clean	2	31-Mar-25	01-Apr-25	0%																												
	FA1760	Install Owner Provided FF&E	5	02-Apr-25	08-Apr-25	0%																												
	Area B		210	02-Jul-24	24-Apr-25																													
	FB1180	Roof Drain Overhead Rough-in	5	02-Jul-24	09-Jul-24	0%																												
	FB1130	Install Roof Drains	1	10-Jul-24	10-Jul-24	0%																												
	FB1020	Plumbing overhead rough	7	10-Jul-24	18-Jul-24	0%																												
	FB1040	Insulate Overhead Plumbing	5	19-Jul-24	25-Jul-24	0%																												
	FB1000	Fire Seal CMU Walls to Deck	5	31-Jul-24	06-Aug-24	0%																												

- Install vinyl wall coverings
- Install Millwork
- install acoustical wall panels
- Install Wood Paneling
- Install Visual Display Boards
- Install Wood Doors and Hardware
- Install Sinks and Final Plumbing
- Install Carpet and Vinyl Tile Flooring & Base
- Install Toilet Partitions
- Install Fire Alarm System (panels and devices)
- Install Glazing at Interior HM & Storefront Frames
- Trim Out Electrical Devices
- Terminate access control
- Install devices and trim Out Communications
- Install HM Doors and Hardware
- Install AV/Video Equipment
- Install Appliances
- Final paint walls & Ceilings
- Install Walk-Off Mats
- Install Roller Shades
- Install Interior Signage
- Rough Clean
- Install Owner Provided FF&E

24-Apr-25, Area B

- Roof Drain Overhead Rough-in
- Install Roof Drains
- Plumbing overhead rough
- Insulate Overhead Plumbing
- Fire Seal CMU Walls to Deck

Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
		FB1010	Install Duct Mains and Branch Lines	9	07-Aug-24	19-Aug-24	0%																													
		FB1030	Install Interior Stud Framing	14	28-Aug-24	16-Sep-24	0%																													
		FB1080	Install Interior HM Frames	4	17-Sep-24	20-Sep-24	0%																													
		FB1090	In-Wall Plumbing Rough	15	18-Sep-24	08-Oct-24	0%																													
		FB1070	Electrical Overhead Raceway	10	25-Sep-24	08-Oct-24	0%																													
		FB1110	Install J Hooks and Wire for Low Voltage	2	04-Oct-24	07-Oct-24	0%																													
		FB1120	In-Wall Electrical Rough	10	09-Oct-24	22-Oct-24	0%																													
		FB1140	Insulate In-Wall Plumbing	5	09-Oct-24	15-Oct-24	0%																													
		FB1200	Insulate Roof Drain	5	11-Oct-24	17-Oct-24	0%																													
		FB1050	Insulate Duct Work	7	24-Oct-24	01-Nov-24	0%																													
		FB1160	Install and insulate Condensate Piping	4	25-Oct-24	30-Oct-24	0%																													
		FB1170	Install Roof Gas, regulators and final connex	3	29-Oct-24	31-Oct-24	0%																													
		FB1060	Install Fire Suppression	5	04-Nov-24	08-Nov-24	0%																													
		FB1150	Install Cable Tray & Cabling	4	04-Nov-24	07-Nov-24	0%																													
		FB1190	One Side Interior Walls	10	08-Nov-24	21-Nov-24	0%																													
		FB1100	Block, Fill and Paint CMU Walls	3	11-Nov-24	13-Nov-24	0%																													
		FB1210	electrical Rough-in for backlit exterior signag	3	13-Nov-24	15-Nov-24	0%																													
		FB1220	In-Wall Cover up Inspection	1	22-Nov-24	22-Nov-24	0%																													
		FB1230	Install Comm & Pageing System (panels & c	4	22-Nov-24	27-Nov-24	0%																													
		FB1240	2nd Side and Insulate Interior Walls	10	25-Nov-24	06-Dec-24	0%																													
		FB1250	Rough-in access control	5	28-Nov-24	04-Dec-24	0%																													
		FB1260	Frame Gypboard Ceilings and Furr Downs	3	09-Dec-24	11-Dec-24	0%																													
		FB1270	Install Roof Access Ladder	1	09-Dec-24	09-Dec-24	0%																													
		FB1280	Rough In Lighting and Power at Gyp Ceiling	3	12-Dec-24	16-Dec-24	0%																													
		FB1290	Insulate and Sheetrock Exterior Walls	6	12-Dec-24	19-Dec-24	0%																													
		FB1300	Tape/Bed/Paint 1st coat	8	20-Dec-24	02-Jan-25	0%																													
		FB1310	Rough in under access flooring	5	20-Dec-24	27-Dec-24	0%																													
		FB1320	Install access flooring	5	30-Dec-24	06-Jan-25	0%																													
		FB1370	Install HVAC Controls Raceway, Power	3	02-Jan-25	06-Jan-25	0%																													

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
		FB1330	Install Panel Board Cans and Step Down Tr	5	03-Jan-25	09-Jan-25	0%																													
		FB1340	Install Interior Storefront	5	03-Jan-25	09-Jan-25	0%																													
		FB1350	Install Water Heaters	1	03-Jan-25	03-Jan-25	0%																													
		FB1360	Seal Exposed Concrete Floors	2	03-Jan-25	06-Jan-25	0%																													
		FB1380	Install porcelain floor tile	10	07-Jan-25	20-Jan-25	0%																													
		FB1390	Pull Wire to Power and Lighting	6	10-Jan-25	17-Jan-25	0%																													
		FB1400	Build Out Telecommunications Room	10	10-Jan-25	23-Jan-25	0%																													
		FB1410	Install Ceramic Wall and Floor Tile Corridors	14	21-Jan-25	07-Feb-25	0%																													
		FB1420	Install Storage Units	10	21-Jan-25	03-Feb-25	0%																													
		FB1430	Install ceiling grid	5	21-Jan-25	27-Jan-25	0%																													
		FB1440	Frame Wood Ceilings	4	28-Jan-25	31-Jan-25	0%																													
		FB1450	Install Fire Suppression Heads and Drops	5	28-Jan-25	03-Feb-25	0%																													
		FB1460	Install Millwork	7	28-Jan-25	05-Feb-25	0%																													
		FB1470	Above Ceiling Cover Up Inspection	0		03-Feb-25	0%																													
		FB1480	Tape, Bed Texture & 1st Coat Painting Gyp	7	04-Feb-25	12-Feb-25	0%																													
		FB1490	Install Lay-in Grid Light Fixtures	5	04-Feb-25	10-Feb-25	0%																													
		FB1500	Install Wood Ceiling System	15	06-Feb-25	26-Feb-25	0%																													
		FB1520	Install Ceramic Wall and Floor Tile in Restroc	7	10-Feb-25	18-Feb-25	0%																													
		FB1530	Drop Lay-In Ceiling Tile	7	11-Feb-25	19-Feb-25	0%																													
		FB1510	Install Light Fixtures at Gyp Ceilings	3	13-Feb-25	17-Feb-25	0%																													
		FB1550	Install metal wall panels	5	13-Feb-25	19-Feb-25	0%																													
		FB1570	Install vinyl wall covering	7	17-Feb-25	25-Feb-25	0%																													
		FB1540	Install Lighting Control Systems	4	18-Feb-25	21-Feb-25	0%																													
		FB1560	Install Plumbing Fixtures	4	19-Feb-25	24-Feb-25	0%																													
		FB1580	Install acoustical wall panels	4	20-Feb-25	25-Feb-25	0%																													
		FB1610	Install Wood Paneling	5	26-Feb-25	04-Mar-25	0%																													
		FB1620	Install HVAC Grills, Registers & Diffusers	5	27-Feb-25	05-Mar-25	0%																													
		FB1600	Install Sinks and Final Plumbing	4	03-Mar-25	06-Mar-25	0%																													
		FB1630	Install Visual Display Boards	5	04-Mar-25	10-Mar-25	0%																													

- Install Panel Board Cans and Step Down Transformers
- Install Interior Storefront
- Install Water Heaters
- Seal Exposed Concrete Floors
- Install porcelain floor tile
- Pull Wire to Power and Lighting
- Build Out Telecommunications Room
- Install Ceramic Wall and Floor Tile Corridors
- Install Storage Units
- Install ceiling grid
- Frame Wood Ceilings
- Install Fire Suppression Heads and Drops
- Install Millwork
- Above Ceiling Cover Up Inspection
- Tape, Bed Texture & 1st Coat Painting Gyp Ceilings
- Install Lay-in Grid Light Fixtures
- Install Wood Ceiling System
- Install Ceramic Wall and Floor Tile in Restrooms
- Drop Lay-In Ceiling Tile
- Install Light Fixtures at Gyp Ceilings
- Install metal wall panels
- Install vinyl wall covering
- Install Lighting Control Systems
- Install Plumbing Fixtures
- Install acoustical wall panels
- Install Wood Paneling
- Install HVAC Grills, Registers & Diffusers
- Install Sinks and Final Plumbing
- Install Visual Display Boards

Actual Work

Remaining Work

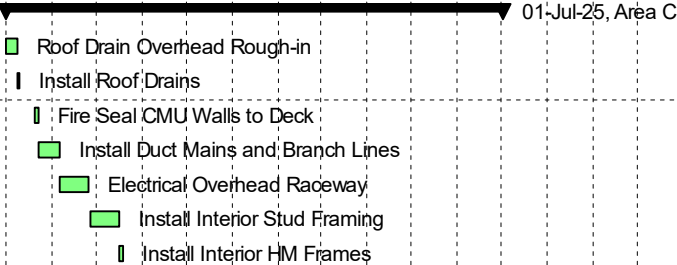
Critical Remaining Work

Summary

Milestone

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Area B	FB1640	Install Carpet and Vinyl Tile Flooring & Base	8	07-Mar-25	18-Mar-25	0%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

- Install Carpet and Vinyl Tile Flooring & Base
- Install Toilet Partitions
- Install Fire Alarm System (panels and devices)
- Install Glazing at Interior HM & Storefront Frames
- Trim Out Electrical Devices
- Terminate access control
- Install devices and trim Out Communications
- Install Dispatch Consoles
- Install HM Doors and Hardware
- Install AV/Video Equipment
- Install Wood Doors and Hardware
- Make final connections at Dispatch Consoles
- Install Appliances
- Install Access Control & Video Surveillance
- Install Roller Shades
- Install Corner Guards
- Install Interior Signage
- Install Walk-Off Mats
- Install Owner Provided FF&E
- Final paint walls & Ceilings
- Rough Clean



Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
		FC1070	In-Wall Plumbing Rough	15	16-Oct-24	05-Nov-24	0%																													
		FC1170	Insulate Roof Drain	7	18-Oct-24	28-Oct-24	0%																													
		FC1060	In-Wall Electrical Rough	12	23-Oct-24	07-Nov-24	0%																													
		FC1190	Plumbing overhead rough	10	29-Oct-24	11-Nov-24	0%																													
		FC1080	Install and insulate Condensate Piping	4	31-Oct-24	05-Nov-24	0%																													
		FC1120	Insulate In-Wall Plumbing	7	06-Nov-24	14-Nov-24	0%																													
		FC1200	Install Fire Suppression	8	11-Nov-24	20-Nov-24	0%																													
		FC1280	Insulate Duct Work	9	12-Nov-24	22-Nov-24	0%																													
		FC1290	Insulate Overhead Plumbing	7	12-Nov-24	20-Nov-24	0%																													
		FC1030	Block, Fill and Paint CMU Walls	4	14-Nov-24	19-Nov-24	0%																													
		FC1100	Rough-in electrical for backlit exterior signag	3	18-Nov-24	20-Nov-24	0%																													
		FC1270	Install Cable Tray	5	21-Nov-24	27-Nov-24	0%																													
		FC1360	Install Roof Gas, regulators and final connec	3	21-Nov-24	25-Nov-24	0%																													
		FC1090	One Side Interior Walls	10	22-Nov-24	05-Dec-24	0%																													
		FC1310	Install J Hooks and Wire for Low Voltage	2	28-Nov-24	29-Nov-24	0%																													
		FC1130	In-Wall Cover up Inspection	1	06-Dec-24	06-Dec-24	0%																													
		FC1140	2nd Side and Insulate Interior Walls	13	09-Dec-24	26-Dec-24	0%																													
		FC1160	Install Roof Access Ladder	1	10-Dec-24	10-Dec-24	0%																													
		FC1180	Insulate and Sheetrock Exterior Walls	8	20-Dec-24	02-Jan-25	0%																													
		FC1210	Frame Gypboard Ceilings and Furr Downs	4	03-Jan-25	08-Jan-25	0%																													
		FC1220	Tape, Bed, Texture, Paint	12	03-Jan-25	20-Jan-25	0%																													
		FC1230	Install Water Heaters	1	06-Jan-25	06-Jan-25	0%																													
		FC1250	Install HVAC Controls Raceway, Power	3	07-Jan-25	09-Jan-25	0%																													
		FC1240	Rough In Lighting and Power at Gyp Ceiling	4	09-Jan-25	14-Jan-25	0%																													
		FC1260	Install Panel Board Cans and Step Down Tr	5	10-Jan-25	16-Jan-25	0%																													
		FC1300	Pull Wire to Power and Lighting	7	20-Jan-25	28-Jan-25	0%																													
		FC1320	Install Interior Storefront	4	21-Jan-25	24-Jan-25	0%																													
		FC1330	Seal Exposed Concrete Floors	3	21-Jan-25	23-Jan-25	0%																													
		FC1340	Install porcelain floor tile	10	21-Jan-25	03-Feb-25	0%																													

- In-Wall Plumbing Rough
- Insulate Roof Drain
- In-Wall Electrical Rough
- Plumbing overhead rough
- Install and insulate Condensate Piping
- Insulate In-Wall Plumbing
- Install Fire Suppression
- Insulate Duct Work
- Insulate Overhead Plumbing
- Block, Fill and Paint CMU Walls
- Rough-in electrical for backlit exterior signage
- Install Cable Tray
- Install Roof Gas, regulators and final connections
- One Side Interior Walls
- Install J Hooks and Wire for Low Voltage
- In-Wall Cover up Inspection
- 2nd Side and Insulate Interior Walls
- Install Roof Access Ladder
- Insulate and Sheetrock Exterior Walls
- Frame Gypboard Ceilings and Furr Downs
- Tape, Bed, Texture, Paint
- Install Water Heaters
- Install HVAC Controls Raceway, Power
- Rough In Lighting and Power at Gyp Ceilings
- Install Panel Board Cans and Step Down Transformers
- Pull Wire to Power and Lighting
- Install Interior Storefront
- Seal Exposed Concrete Floors
- Install porcelain floor tile

Activity ID			Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
		FC1350	Install Electrical switchgear	10	21-Jan-25	03-Feb-25	0%																													
		FC1370	Install Comm & Pageing System (panels & c	5	24-Jan-25	30-Jan-25	0%																													
		FC1380	Build Out Telecommunications Room	10	24-Jan-25	06-Feb-25	0%																													
		FC1390	Install ceiling grid	5	04-Feb-25	10-Feb-25	0%																													
		FC1400	Rough-in access control	7	07-Feb-25	17-Feb-25	0%																													
		FC1410	Tape, Bed Texture & 1st Coat Painting Gyp	7	13-Feb-25	21-Feb-25	0%																													
		FC1420	Frame Wood Ceilings	5	24-Feb-25	28-Feb-25	0%																													
		FC1430	Install Fire Suppression Heads and Drops	5	03-Mar-25	07-Mar-25	0%																													
		FC1440	Install Light Fixtures at Gyp Ceilings	4	03-Mar-25	06-Mar-25	0%																													
		FC1450	Install Ceramic Wall and Floor Tile Corridors	14	03-Mar-25	20-Mar-25	0%																													
		FC1490	Install Wood Paneling	12	05-Mar-25	20-Mar-25	0%																													
		FC1460	Above Ceiling Cover Up Inspection	0		07-Mar-25	0%																													
		FC1470	Install Wood Ceiling System	18	10-Mar-25	02-Apr-25	0%																													
		FC1480	Install Lighting Control Systems	5	10-Mar-25	14-Mar-25	0%																													
		FC1500	Install Visual Display Boards	5	11-Mar-25	17-Mar-25	0%																													
		FC1530	Install Glazing at Interior HM & Storefront Fr	4	17-Mar-25	20-Mar-25	0%																													
		FC1540	Install Fire Alarm System (panels and device	5	20-Mar-25	26-Mar-25	0%																													
		FC1550	Trim Out Electrical Devices	5	20-Mar-25	26-Mar-25	0%																													
		FC1510	Install Ceramic Wall and Floor Tile in Restroc	18	21-Mar-25	15-Apr-25	0%																													
		FC1520	Install Storage Units	10	21-Mar-25	03-Apr-25	0%																													
		FC1580	Install HM Doors and Hardware	5	27-Mar-25	02-Apr-25	0%																													
		FC1620	Install AV/Video Equipment	7	02-Apr-25	10-Apr-25	0%																													
		FC1560	Install Lay-in Grid Light Fixtures	5	03-Apr-25	09-Apr-25	0%																													
		FC1570	Install HVAC Grills, Registers & Diffusers	5	03-Apr-25	09-Apr-25	0%																													
		FC1590	Install Millwork	8	04-Apr-25	15-Apr-25	0%																													
		FC1650	Install Corner Guards	3	04-Apr-25	08-Apr-25	0%																													
		FC1600	Install vinyl wall coverings	10	04-Apr-25	17-Apr-25	0%																													
		FC1680	Install Roller Shades	3	07-Apr-25	09-Apr-25	0%																													
		FC1690	Install Interior Signage	2	08-Apr-25	09-Apr-25	0%																													

- Install Electrical switchgear
- Install Comm & Pageing System (panels & devices)
- Build Out Telecommunications Room
- Install ceiling grid
- Rough-in access control
- Tape, Bed Texture & 1st Coat Painting Gyp Ceilings
- Frame Wood Ceilings
- Install Fire Suppression Heads and Drops
- Install Light Fixtures at Gyp Ceilings
- Install Ceramic Wall and Floor Tile Corridors
- Install Wood Paneling
- Above Ceiling Cover Up Inspection
- Install Wood Ceiling System
- Install Lighting Control Systems
- Install Visual Display Boards
- Install Glazing at Interior HM & Storefront Frames
- Install Fire Alarm System (panels and devices)
- Trim Out Electrical Devices
- Install Ceramic Wall and Floor Tile in Restrooms
- Install Storage Units
- Install HM Doors and Hardware
- Install AV/Video Equipment
- Install Lay-in Grid Light Fixtures
- Install HVAC Grills, Registers & Diffusers
- Install Millwork
- Install Corner Guards
- Install vinyl wall coverings
- Install Roller Shades
- Install Interior Signage

 Actual Work
  Critical Remaining Work
  Summary
 Remaining Work
 Milestone

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.	Month																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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		SD1050	Under slab electrical & telecomm	5	17-Jun-24	21-Jun-24	0%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											

Actual Work Critical Remaining Work Summary
Remaining Work Milestone

Activity ID			Activity Name		Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F								
		FD1130	Insulate in-wall plumbing	4	24-Jan-25	29-Jan-25	0%																																						
		FD1140	Install and insulate condensate	5	30-Jan-25	05-Feb-25	0%																																						
		FD1150	In wall cover up inspection	1	06-Feb-25	06-Feb-25	0%																																						
		FD1160	2nd side interior walls	10	07-Feb-25	20-Feb-25	0%																																						
		FD1170	Tape/bed/texture & 1st coat of paint	10	21-Feb-25	06-Mar-25	0%																																						
		FD1180	Install panel board cans and transformer	4	07-Mar-25	12-Mar-25	0%																																						
		FD1190	Install wall panels	5	07-Mar-25	13-Mar-25	0%																																						
		FD1200	Install ceramic floor and wall tile	10	07-Mar-25	20-Mar-25	0%																																						
		FD1210	Install fire alarm system	9	07-Mar-25	19-Mar-25	0%																																						
		FD1220	Seal exposed concrete floors	3	07-Mar-25	11-Mar-25	0%																																						
		FD1230	Build out panel boards	5	13-Mar-25	19-Mar-25	0%																																						
		FD1240	Install HVAC controls	4	13-Mar-25	18-Mar-25	0%																																						
		FD1250	install doors and hardware	6	14-Mar-25	21-Mar-25	0%																																						
		FD1260	Final electrical connections at HVAC system:	3	20-Mar-25	24-Mar-25	0%																																						
		FD1270	Electrical trim-out	5	25-Mar-25	31-Mar-25	0%																																						
		FD1280	Install millwork	5	25-Mar-25	31-Mar-25	0%																																						
		FD1290	Install interior signage	2	01-Apr-25	02-Apr-25	0%																																						
		FD1300	Install ceiling tile	5	03-Apr-25	09-Apr-25	0%																																						
		FD1310	Install storage units	6	10-Apr-25	17-Apr-25	0%																																						
		FD1320	Install AV/video equipment	4	18-Apr-25	23-Apr-25	0%																																						
		FD1330	Install plumbing fixtures	3	28-Apr-25	30-Apr-25	0%																																						
		FD1340	Develop SEDALCO Punch list	1	01-May-25	01-May-25	0%																																						
		FD1350	Work off SEDALCO Punch list	10	02-May-25	15-May-25	0%																																						
		FD1360	Develop Architect Punch List	1	16-May-25	16-May-25	0%																																						
		FD1370	Work off Architect Punch List	10	19-May-25	30-May-25	0%																																						
	Final Testing & Inspections				160	20-Nov-24	03-Jul-25																						03-Jul-25, Final Testing & Inspections																
		T1000	Final roof Inspection	1	20-Nov-24	20-Nov-24	0%																																						
		T1010	Final Fire Suppression Inspection	1	10-Mar-25	10-Mar-25	0%																																						
		T1020	Test & Commission access control system	1	25-Mar-25	25-Mar-25	0%																																						

- Insulate in-wall plumbing
- Install and insulate condensate
- In wall cover up inspection
- 2nd side interior walls
- Tape/bed/texture & 1st coat of paint
- Install panel board cans and transformer
- Install wall panels
- Install ceramic floor and wall tile
- Install fire alarm system
- Seal exposed concrete floors
- Build out panel boards
- Install HVAC controls
- install doors and hardware
- Final electrical connections at HVAC systems
- Electrical trim-out
- Install millwork
- Install interior signage
- Install ceiling tile
- Install storage units
- Install AV/video equipment
- Install plumbing fixtures
- Develop SEDALCO Punch list
- Work off SEDALCO Punch list
- Develop Architect Punch List
- Work off Architect Punch List
- Final roof Inspection
- Final Fire Suppression Inspection
- Test & Commission access control system

 03-Jul-25, Final Testing & Inspections

Activity ID		Activity Name	Orig. Dur.	Start	Finish	% Comp.	D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
	T1040	Final Mechanical Inspection	1	10-Apr-25	10-Apr-25	0%																													
	T1030	Final Electrical Inspection	1	10-Apr-25	10-Apr-25	0%																													
	T1070	Test and commission data/telecomm system	1	24-Apr-25	24-Apr-25	0%																													
	T1080	Final Fire Alarm Inspection	1	25-Apr-25	25-Apr-25	0%																													
	T1090	Final Test and Balance	1	25-Apr-25	25-Apr-25	0%																													
	T1050	Inspect and certify backflow prevention devi	1	25-Apr-25	25-Apr-25	0%																													
	T1110	TDLR Inspection	1	28-Apr-25	28-Apr-25	0%																													
	T1060	Final Plumbing Inspection	1	01-May-25	01-May-25	0%																													
	T1100	IECC Final commissioning	1	02-May-25	02-May-25	0%																													
	T1120	Final Building Inspection	1	02-Jul-25	02-Jul-25	0%																													
	T1130	Certificate of Occupancy	1	03-Jul-25	03-Jul-25	0%																													

Exhibit F – Key Personnel

Classification	Name
Project Manager	John Fischer*
Project Superintendent	Tompie Hall*
Assistant Project Superintendent/Safety Coordinator	To Be Determined*
Senior Project Engineer	Kevin Gilmore*
Project Engineer	Hank James*
Project Administrator	Stephanie Castro

* Denotes personnel who will office at the project site

EXHIBIT 'H'

Customary and Usual Labor Rates

To be provided with Exhibit A – Guaranteed Maximum Price Amendment.

- 1) Project Manager - \$15,000 / month
- 2) Project Superintendent - \$16,100 / month
- 3) Support Superintendent/Safety - \$16,100 / month
- 4) Project Engineer - \$10,000 / month
- 5) Office Engineer - \$9,275 / month
- 6) Project Coordinator - \$6,750 / month
- 7) Field Engineer - \$11,800 / month

Exhibit J – Alternates

Alternate #1 - Concrete foundation for proposed pedestrian canopy \$40,237

If this alternate is accepted, the cost will be included in BP #3.

Exhibit K – Unit Costs

This GMP includes the following Unit Pricing:

- a. 18" Piers – Greater Depth at \$50.00/LF
- b. 18" Piers – Lesser Depth at -\$10.41/LF
- c. 18" Piers – Casings at \$57.00/LF
- d. 24" Piers – Greater Depth at \$73.00/LF
- e. 24" Piers – Lesser Depth at -\$18.50/LF
- f. 24" Piers – Casings at \$76.00/LF
- g. 36" Piers – Greater Depth at \$139.00/LF
- h. 36" Piers – Lesser Depth at -\$41.00/LF
- i. 36" Piers – Casings at \$108.00/LF
- j. 48" Piers – Greater Depth at \$255.00/LF
- k. 48" Piers – Lesser Depth at -\$74.00/LF
- l. 48" Piers – Casings at \$169.00/LF
- m. Additional Flexible Base as Required to Redress & Level the Subgrade at Paving at \$1,000 per Truck Load. Includes all material, equipment and labor to place.

Exhibit L – Allowances

The following Allowances & Contingency items have been included in the project:

- a. We have included an Owner Betterment Contingency at 2% for a total of \$206,543.
- b. We have included a Contractor Contingency at 2% for a total of \$206,543.
- c. We have included a CMAR Buyout Allowance of \$50,000.
- d. We have included a Pier Overages Allowance of \$150,000.
- e. We have included a Pier Casings Allowance of \$512,500. This is based on the Unit Pricing and would equate to roughly 50% of the pier drilling requirements.
- f. We have included a Flexible Base Redress Allowance of \$50,000



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Consider approval of the Geo-Tex construction material testing proposal for the Roanoke Police and Municipal Court building.

MEETING DATE: December 12, 2023

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of the GeoTex construction material testing proposal for the Roanoke Police and Municipal Court building for approximately \$180,000. We are engaging GeoTex-Engineering, formerly D&S Engineering, who conducted the Geotechnical Investigation for our site/building for continuity of responsibility, interpretations, and single point of accountability. Geotex-Engineering will be representing the City interests for independent 3rd party quality assurance testing of building pads, pavement subgrades, concrete, steel, Storm Shelter certification, reinforcement, etc.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Consider approval of the Geo-Tex construction material testing proposal for the Roanoke Police and Municipal Court building for approximately \$180,000. The proposal scope and fees of \$177,780 are within industry standards for similar sized projects.

ATTACHMENTS:

1. Cert - City of Roanoke
2. P23-1113R Roanoke Police Municipal Court Budget Letter



AGENDA ITEM

3. P23-1113R Roanoke Police Municipal Court Cost Break-Down



GEOTENG-01

ATAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trimble-Batjer Insurance Associates LLP 6011 Broadway Ste. 201 San Antonio, TX 78209	CONTACT NAME: Amy Taylor	
	PHONE (A/C, No, Ext): (210) 253-2414	FAX (A/C, No):
	E-MAIL ADDRESS: ataylor@tb1883.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Transportation Insurance Co	20494
	INSURER B : Continental Insurance Company	35289
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Argonaut Insurance Company	19801
	INSURER E :	
	INSURER F :	

INSURED

Geotex Engineering, LLC
P.O. Box 855
Collinsville, TX 76233

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			6079246908	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BUA6079246911	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6079246939	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0002038253	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			WC929038730204	10/1/2023	10/1/2024	Other States \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See 2nd Page for Special Provisions

CERTIFICATE HOLDER

CANCELLATION

City of Roanoke
500 S. Oak St.
Roanoke, TX 76262

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Trimble-Batjer Insurance Associates LLP		NAMED INSURED Geotex Engineering, LLC P.O. Box 855 Collinsville, TX 76233	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

SPECIAL PROVISIONS

The General Liability & Automobile policies include an automatic blanket additional insured status, including products/completed operations, to the certificate holder only when there is a signed, written contract between the named insured and the certificate holder that requires such status.

The General Liability & Automobile policies contain a special endorsement with Primary and Non-Contributory wording.

The General Liability, Automobile & Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a signed, written contract between the named insured and the certificate holder that requires it.

The Umbrella policy is follow form to the underlying General Liability, Automobile & Workers Compensation policies.

The General Liability and Automobile Liability policies include a blanket 30-day notice of cancellation endorsement (except nonpay, 10) all in favor of any person or organization as required by signed, written contract.

Other #1 continued:

Workers' Compensation: Other States - OK

Limits

Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1)ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2)PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.

November 21, 2023
Proposal No.: P23-1113R

Jeriahme Miller-Chief of Police
City of Roanoke
jmiller@roanokepolice.com

**Subject: Construction Materials Testing Services
Roanoke Police & Municipal Court
Roanoke, Texas**

Dear Mr. Miller:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the construction of a new one-story police department and training facility to include the associated pavement and utilities located at 203 Fairway Drive Roanoke, TX 76262.

This proposal is based on the stamped civil/architecture/structural plans dated October 24, 2023, Sedalco construction schedule, D&S/Geotex Engineering Geotechnical Report No. G22-2209 dated December 30, 2022, and the Project Specification Manual P22-3578.01 dated October 24, 2023.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand and have assumed that the project will consist of the following:

- ◆ 2 Buildings: (Police Dept. 46,000sf pad area), and (Training Center 17,000sf pad area)
 - ◆ Onsite fill for the building pad adjustments should be moisture conditioned as necessary to bring the building pad to elevation.
 - ◆ Slab on 12-inch void floor system situated over 18–36-inch diameter straight shaft piers (439 total).
 - ◆ Roof slab on metal decking
 - ◆ Storm Shelter
 - ◆ Structural Masonry
 - ◆ Structural Steel connections
- ◆ Paving:
 - ◆ 8-inch Lime stabilized subgrades.
 - ◆ 4 to 8-inches of (PCCP) Portland Cement Concrete Paving
- ◆ Miscellaneous:
 - ◆ Utility backfill
 - ◆ Flatwork

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type.
- Perform in-place moisture/density tests at the proposed rate of 1/3,000sf for the building pad, 1/5,000sf for paved areas, and 1/300 linear feet for utility backfill per lift.
- Perform in-place soil-lime gradation at a rate of 1/10,00sf for paved areas, and one proctor will be obtained at a rate of 1/4,000sf of grade raised fill along the pavement areas.

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 1/100 cubic yards of concrete placed for paving and 1/50 cubic yards for structural concrete U.N.O., or a fraction thereof placed per day.
- Compressive strength determination of concrete test cylinders with two tested at 7 days, two tested at 28 days with (6 x 12" cylinders), or three tested at 7 days and three tested at 28 days with (4 x 8" cylinders) for structural/paving concrete.
- Compressive strength determination of concrete test cylinders with two tested at 7 days and two tested at 28 days for drill shafts at a rate of 1/100cyds.
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or "full-penetration" welded connections

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during drilling or concrete placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - Casing is anticipated at Building Foundation "D".
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Structural Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter.
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days.

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of \$185/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated base budget of \$177,780.00**. The **optional floor flatness/levelness budget is \$7,634.00**. The **optional QC budget for concrete aggregates is \$12,065.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Testing along the playground is not included in this budget. The services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. Any additional testing that the client requests will be billed.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC



AJ Jackson, Sr.
Business Development

Attachments: Budget Estimate

Budget Estimate for Construction Materials

Testing & Observation Services
Roanoke Police & Municipal Court
Roanoke, TX
23-1113R

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	30	each	\$185.00	\$5,550.00
Moisture Density Relations (ASTM D698 - Method C)	1	each	\$200.00	\$200.00
Atterberg Limits	40	each	\$85.00	\$3,400.00
Minus 200 Sieve Analysis	31	each	\$45.00	\$1,395.00
Sulfate Test	7	each	\$100.00	\$700.00
Lime Series	1	each	\$450.00	\$450.00
Lime Gradations	12	each	\$15.00	\$180.00
In Place Moisture-Density Tests, min 3 per trip (Paving)	70	each	\$15.00	\$1,050.00
In Place Moisture-Density Tests, min 3 per trip (Utilities)	45	each	\$15.00	\$675.00
Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	60	hour	\$60.00	\$3,600.00
Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	12	hour	\$60.00	\$720.00
Trip Charge	17	trip	\$50.00	\$850.00
Project Manager	17	hour	\$115.00	\$1,955.00
Project Administration	n/a	%	10	\$2,073.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$22,798.00
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (6 x 12 inch)	120	each	\$25.00	\$3,000.00
Engineering Concrete Technician (Min. 4 hrs. per trip)	75	hour	\$60.00	\$4,500.00
Trip Charge	16	trip	\$50.00	\$800.00
Project Manager	8	hour	\$115.00	\$920.00
Project Administration	n/a	%	10	\$922.00
Estimated Total for Concrete Services for Paving:				\$10,142.00
Earthwork Observation & Testing Building Pad				
Moisture Density Relations (ASTM D698 - Method A or B)	3	each	\$185.00	\$555.00
Moisture Density Relations (ASTM D698 - Method C)	2	each	\$200.00	\$400.00
Atterberg Limits	5	each	\$85.00	\$425.00
Minus 200 Sieve Analysis	5	each	\$45.00	\$225.00
In Place Moisture-Density Tests, min 3 per trip	240	each	\$15.00	\$3,600.00
Engineering Soils Technician (Min. 4 hrs. per trip)	220	hour	\$60.00	\$13,200.00
Trip Charge	32	trip	\$50.00	\$1,600.00
Project Manager	19	hour	\$115.00	\$2,185.00
Project Administration	n/a	%	10	\$2,219.00
Estimated Total for Earthwork Services:				\$24,409.00
Concrete Observation & Testing Building				
Concrete Test Cylinders (6 x 12 inch)	360	each	\$25.00	\$9,000.00
Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	245	hour	\$60.00	\$14,700.00
Trip Charge	55	trip	\$50.00	\$2,750.00
Project Manager	24	hour	\$115.00	\$2,760.00
Project Administration	n/a	%	10	\$2,921.00
Estimated Total for Concrete Services:				\$32,131.00

Budget Estimate for Construction Materials

Testing & Observation Services

Roanoke Police & Municipal Court

Roanoke, TX

23-1113R

Item	Quantity	Unit	Unit Rate	Total
<u>Storm Shelter</u>				
Storm Shelter Louver Engineering Observation	15	hour	\$115.00	\$1,725.00
Concrete Test Cylinders (6 x 12inch)	30	each	\$25.00	\$750.00
Sr. Engineering Pier Technician (Min. 4 hrs. per trip)	45	hour	\$65.00	\$2,925.00
Grout Prisms (4 per set)	8	each	\$35.00	\$280.00
Certified Masonry Engineering Technician (Min. 4 hrs. per trip)	20	hour	\$65.00	\$1,300.00
CWI Specialist Observation/Ultrasonic Testing (Min. 5 hrs. per trip)	10	hour	\$90.00	\$900.00
Material Fee	2	day	\$60.00	\$120.00
Engineering Concrete Technician (Min. 4 hrs. per trip)	35	hour	\$60.00	\$2,100.00
Trip Charge	27	trip	\$50.00	\$1,350.00
Project Manager	10	hour	\$115.00	\$1,150.00
Project Administration	n/a	%	10	\$1,260.00
Estimated Total for Storm Shelter Services:				\$13,860.00
<u>Structural Masonry Observation & Testing</u>				
Grout Prisms (4 per set)	28	each	\$35.00	\$980.00
Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup)	105	hour	\$65.00	\$6,825.00
Trip Charge	21	trip	\$50.00	\$1,050.00
Project Manager	8	hour	\$115.00	\$920.00
Project Administration	n/a	%	10	\$978.00
Estimated Total for Structural Masonry Services:				\$10,753.00
<u>Straight Shaft Drilled Piers</u>				
Concrete Test Cylinders (6 x 12inch)	188	each	\$25.00	\$4,700.00
Sr. Engineering Technician (Min. 4 hrs. per trip)	480	hour	\$65.00	\$31,200.00
Senior Engineer (PE)	10	hour	\$175.00	\$1,750.00
Trip Charge	51	trip	\$50.00	\$2,550.00
Project Manager	40	hour	\$115.00	\$4,600.00
Project Administration	n/a	%	10	\$4,480.00
Estimated Total for Straight Shaft Drilled Pier Services:				\$49,280.00
<u>Structural Steel Observation</u>				
CWI Specialist Observation/Ultrasonic Testing (Min. 5 hrs. per trip)	70	hour	\$90.00	\$6,300.00
Material Fee	13	day	\$60.00	\$780.00
Trip Charge	13	trip	\$60.00	\$780.00
Project Manager	7	hour	\$115.00	\$805.00
Project Administration	n/a	%	10	\$867.00
Estimated Total for Structural Steel Services:				\$9,532.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	25	hour	\$185.00	\$4,625.00
Estimated Total for Professional Services:				\$4,875.00
Estimated Base Bid Total for the Above Services:				\$177,780.00



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials

Testing & Observation Services

Roanoke Police & Municipal Court

Roanoke, TX

23-1113R

Item	Quantity	Unit	Unit Rate	Total
<u>SCHEDULED ASSUMPTIONS AND NOTES</u>				
We have estimated (15) trips for earthwork along the paving. Lime is assumed to be placed at a rate of 30,000sf per day.				
We are assuming all utility structures will be precast and utility backfill will be completed in (3) trips.				
We've estimated (2) >500cyd pavement placements, (1) >300cyd parking lot placement, (5) <100cyd approach/sidewalk/parking/loading zones placements. We've estimated that the fill along the building pad will be completed within (17) production days. The imported fill soils are estimated to be reworked at a rate of 35,000cft per day.				
We've estimated (4) >300cyd slabs on voids, (1) <100cyd slabs on void, (11) <100cyd grade beam placements, (6) <50cyd pier cap placements, and (1) <50cyd roof placement.				
We estimated that it will take approximately (44) days to cast 439 piers with one technician and two rigs.				
Groundwater was encountered between Buildings A & B, based on the boring logs. Casing is expected at this location only.				
We've estimated that the grade beam backfill will be completed in (14) trips.				
We've estimated (20) trips to observe and test the structural masonry walls of the building.				
We've estimated that it will take (15) trips to observe and test the structural steel connections.				
<u>NOT INCLUDED IN REQUIREMENTS OR THE BUDGET</u>				
Tests in excess of above stated quantities or additional tests not listed				
Retesting of any failed tests / observation				
Project compliance letter				
The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day, and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change				



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials

Testing & Observation Services
Roanoke Police & Municipal Court
Roanoke, TX
23-1113R

Item	Quantity	Unit	Unit Rate	Total
<u>Optional Floor Flatness/Levelness</u>				
Specialty Technician - (Min. 6 hrs. per trip)	30	hour	\$200.00	\$6,000.00
Trip Charge	5	trip	\$50.00	\$250.00
Project Manager	6	hour	\$115.00	\$690.00
Project Administration	n/a	%	10	\$694.00
Estimated Total for Optional Floor Flatness/Levelness Building Slab Services:				\$7,634.00
<u>Optional Concrete Quality Control - Paving</u>				
ASR (ASTM C1260 without fly ash 28-day test	3	each	\$1,500.00	\$4,500.00
ASR (ASTM C1567 which includes fly ash 28-day test	3	each	\$1,500.00	\$4,500.00
Soundness of Aggregates Loss after 5 cycles (Tex-411-A)	2	each	\$350.00	\$700.00
Clay lumps and friable particles (Tex-413-A)	3	each	\$75.00	\$225.00
Sand Equivalent (Tex-203-F)	1	each	\$70.00	\$70.00
Fine & Coarse Aggregates (ASTM C33)	3	each	\$140.00	\$420.00
Engineering Concrete Technician (Min. 4 hrs. per trip)	5	hour	\$60.00	\$300.00
Trip Charge	1	trip	\$50.00	\$50.00
Project Manager	10	hour	\$115.00	\$1,150.00
Project Administration	n/a	%	10	\$150.00
Estimated Total for Optional Concrete Quality Control Services for Paving:				\$12,065.00



AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Updated EMS Fee Schedule

MEETING DATE: December 12, 2023

DEPARTMENT: Fire

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-135 amending Appendix A – Fee Schedule, Article 9.000, of the Code of Ordinances, entitled “Fire and Public Safety Related Fees” by adding “EMS Service – Ambulance” fees.

INFORMATION:

With the passage of Senate Bill 2476, emergency medical transport providers are prohibited from balance billing insured and Medicare patients. It is also required that providers upload their fee schedules to a state portal before December 15 so that they can be instituted on January 1, 2024.

STAFF RECOMMENDATION:

Staff recommends approval

SPECIAL CONSIDERATION:

Members of the fire department have been working with Emergicon staff (our billing agency) to develop a new fee schedule that should sustain our operations in light of the state mandates. Senate Bill 2476 basically eliminates the need for a resident and non-resident differentiation in fees as those with insurance or medicare will no longer be balance billed.

FINANCIAL CONSIDERATION:

The proposed new rates are as follows:

EMS Service Fees—Ambulance

Basic Level - Emergent	Basic Life Support	\$1400.00
Advanced Level - Emergent	Advanced Life Support	\$1600.00
Advanced Level Two	Advanced Life Support	\$1800.00
Mileage	Per mile	\$24.00
Oxygen	When Administered	\$150.00



AGENDA ITEM

Disposables	Basic Life Support	\$300.00
Disposables	Advanced Life Support	\$400.00

ATTACHMENTS:

1. ORD NO 2023-135 - Fee Schedule amendment - Art 9.000 - Fire and Public Safety
Related Fees - 120623

ORDINANCE No. 2023-135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING APPENDIX A – FEE SCHEDULE, ARTICLE 9.000, OF THE CODE OF ORDINANCES, ENTITLED “FIRE AND PUBLIC SAFETY RELATED FEES” BY ADDING AN “EMS SERVICE – AMBULANCE” FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE IMMEDIATE EFFECT.

WHEREAS, Article 9.000 of Appendix A of the Fee Schedule of the City of Roanoke Code of Ordinances addresses Fire and Public Safety Related Fees; and

WHEREAS, the City Council of the City of Roanoke, Texas, desires to amend Article 9.000 of Appendix A, to address Fire and Public Safety Related Fees.

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 Appendix A – Fee Schedule, Article 9.000, entitled “Fire and Public Safety Related Fees” of the Code of Ordinances of the City of Roanoke, Texas, is hereby amended and which shall read as follows:

ARTICLE 9.000. - FIRE AND PUBLIC SAFETY RELATED FEES

EMS Service Fees—Ambulance		
Basic Level - Emergent	Basic Life Support	\$1400.00
Advanced Level - Emergent	Advanced Life Support	\$1600.00
Advanced Level Two	Advanced Life Support	\$1800.00
Mileage	Per mile	\$24.00
Oxygen	When Administered	\$150.00
Disposables	Basic Life Support	\$300.00
Disposables	Advanced Life Support	\$400.00

Section 3. SEVERABILITY CLAUSE

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

Section 4. REPEALER CLAUSE

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

This Ordinance shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 12th day of December, 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 and City Council

SUBJECT: 2024- REIDC Type A Board Appointments

MEETING DATE: December 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint two (2) members to the Roanoke Economic and Industrial Development Corporation Type A, for a term expiring January 2026.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. 2024 - REIDC Type A Application - Lewis Rice
2. 2024 - REIDC Type A Application - Donald Glacy

DEC 04 2023

Eligible: Yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type A BoardName: Lewis Rice Phone Number: _____

Address: _____

Employer: Self E-Mail Address: _____How long have you lived in Roanoke? 35 Years _____ MonthsAre you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

2000 - Present: Charter member REIDC Type A Board2008 - Present: Roanoke Zoning Board of Adjustment

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

City Council Ward 1 2007-2008, Planning & Zoning Commission1997-2007 Roanoke Home Rule Review Commission 2021, BlockCaptain Roanoke Roundup 2023

What do you think are the most important issues or problems facing the City of Roanoke?

Continued improvement to our streets and highways along
with upgrades to our parks & recreational facilities.

Why do you want to serve on this Board, Commission or Committee?

To utilize my accumulated experience for improvements
to our community

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

"If we have the attitude that it's going to be a great day
it usually is."Catherine PulsifierSignature: Lewis Rice Date: 11/20/23



RECEIVED

DEC 06 2023

Eligible: yes

BOARD, COMMISSION OR COMMITTEE APPLICATION

Board, Commission or Committee: REIDC Type A boardName: Donald J. Glacy Phone Number: _____

Address: _____

Employer: Self E-Mail Address: _____How long have you lived in Roanoke? 12 Years 8 MonthsAre you currently registered to vote in Roanoke? Yes ☒ No ☐

Please list any current or previous Board, Commission or Committee experience in the City of Roanoke or any other City:

P&Z & REIDC Type A

What qualifications and/or experience do you possess that would assist you in serving the City of Roanoke in this position?

I am a patriot, husband, father, and Christian business owner. I have a vested interest in seeing our town continue to flourish. I have served on boards of for profit and non-profits locally and nationally. I've built 5 businesses, 2 in and around Roanoke.

What do you think are the most important issues or problems facing the City of Roanoke?

The most important to me is "keeping the main thing, the main thing"; that is, to keep Roanoke a family and business friendly community focused on conservative values, service to its residents, and stewarding the city in a way that glorifies God. More specifically, we need to continue to improve the development of the town for the benefit of its residents that have invested their lives here.

Why do you want to serve on this Board, Commission or Committee?

I am striving to be of value to my neighbors and my city using my god-given talents and time. I feel that I have been blessed by this town and wish to give-back through service to it and its citizens.

Please provide any additional information or comments that you feel may help the City Council make a better decision in selecting you to serve on this Board, Commission or Committee:

My experience can be found her: <https://www.linkedin.com/in/donglacy/>

Signature: _____

Date: 12.5.2023

8/31/12



AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: PH Notice - SUP 2023-04/Ordinance No. 2023-134

MEETING DATE: December 12, 2023

DEPARTMENT: City Secretary

ITEM SUMMARY:

Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow the sale of alcoholic beverages at Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and having a street address of 704 Byron Nelson, Roanoke, Texas. (SUP 2023-04/Ordinance No. 2023-134)

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. PH Notice - ORD NO 2023-134 - SUP-2023-04 alcohol - Lot 2R Block B - 704 Byron Nelson



City of Roanoke

Notice of Public Hearing

Zoning Amendment

NOTICE OF PUBLIC HEARING ZONING AMENDMENT

Roanoke Planning and Zoning Commission SUP 2023-04

THE ROANOKE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY, DECEMBER 4, 2023, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM RETAIL (R) TO RETAIL – SPECIFIC USE PERMIT (R-SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 704 BYRON NELSON, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

Roanoke City Council SUP 2023-04

THE ROANOKE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, DECEMBER 12, 2023, TO CONSIDER AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY GRANTING A CHANGE IN ZONING FROM RETAIL (R) TO RETAIL – SPECIFIC USE PERMIT (R-SUP) TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES AT LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION LOCATED WITHIN THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND HAVING A STREET ADDRESS OF 704 BYRON NELSON, ROANOKE, TEXAS. THE PUBLIC HEARING WILL BE HELD AT 7:00 P.M. AT THE ROANOKE CITY HALL LOCATED AT 500 S. OAK STREET, ROANOKE, TEXAS.

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, November 16, 2023, by 5:00 p.m.

April S. Hill, City Secretary

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

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



AGENDA ITEM

TO: Planning and Zoning Commission

SUBJECT: Specific Use Permit (SUP 2023-04) Sale of Alcoholic Beverages 704 E Byron Nelson

MEETING DATE: December 12, 2023

DEPARTMENT: Planning

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2023-134 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Retail to Retail - Specific Use Permit (SUP 2023-04) to allow the sale of alcoholic beverages on block B lot 2R in the Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 704 E Byron Nelson. The property is generally located at the intersection of E Byron Nelson and Hwy 114.

INFORMATION:

A convenience store with a gas station, and a restaurant are within the existing building. The applicant is planning to expand the building, adding a liquor store as well as additional lease space. This liquor store shows that it will be less than 1,000 feet from a lot containing a bar, The Brass Tap, and is greater than three-hundred (300) feet from Freedom Fellowship Baptist Church, as measured in accordance with section 4.420(c). The concept plan includes an increase in parking, landscape and repairing damaged areas in the parking lot.

This concept plan and all site plan development requirements will be verified on a detailed site plan if the SUP is approved.

Sec. 12.492. - Schedule of Uses. Any use with on- and off-premise alcohol sales as more than 50% of its gross sales revenue requires a Specific Use Permit (SUP).

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

Sec. 12.649. - Bars and Liquor Stores.

- (a) An SUP is required for the use of a bar or liquor store, subject to review and approval of City



AGENDA ITEM

Council.

(b) A lot containing a bar or liquor store should be located at least one thousand (1,000) feet from any lot containing another like use, as measured in a straight line between the nearest points of one (1) lot to the other lot.

(c) Prior to the issuance of a certificate of occupancy, the business shall provide the City with a copy of its state permit to operate as a bar or liquor store.

(d) All alcohol related activities must meet all standards found in [Chapter 4, Article 4.400](#) of the Code of Ordinances of the City of Roanoke, Texas.

(Ord. No. 2010-108, § 2, adopted 7/27/2010)

Sec. 4.420. - Sale of Alcoholic Beverages Prohibited Near Public Schools, Private Schools, Churches, or Hospitals.

(A)It shall be unlawful for any dealer to sell alcoholic beverages from or at a place of business within this city within three hundred (300) feet of a church, public or private school, or public hospital.

(C)The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

STAFF RECOMMENDATION:

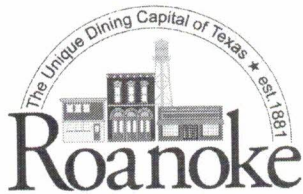
Recommend approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. SUP-2023-04 - Application 704 Byron Nelson - Lovely Food Mart Alcohol Sales
2. SITE PLAN
3. LANDSCAPE EXHIBIT
4. EAST ELEVATION
5. NORTH ELEVATION
6. WEST ELEVATION
7. Survey - 704 E Byron Nelson (1)
8. Plat Exhibit-Hawkins Shell Addition Lot 2R Block B 704 E Byron Nelson (1)
9. ORD NO 2023-134 - SUP-2023-04 - Alcohol - Lot 2R Block B - Hawkins Shell Addition - 704 Byron Nelson - jlm draft - 103023
10. Vicinity Map



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

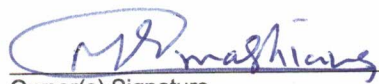
SPECIFIC USE PERMIT APPLICATION

Name of Applicant/Agent BENJAMIN K. SAMM	Address, City, State, Zip 2222 MEDICAL DISTRICT DRIVE, #1207 DALLAS, TEXAS 75235	Phone Number and email 214-245-8024
Type of permit requested SPECIAL USE PERMIT TO EXPAND EXISTING CONVENIENCE STORE	Name of Business DESIGN 3 AND ASSOCIATES LLC	Email and Website-if applicable d3architecture@ yahoo.com
Property Owner(s) LOVELY FOOD MART MOHINDER MASHIANA	Address, City, State, Zip 704 BYRON NELSON BOULEVARD ROANOKE, TEXAS 75262	Phone Number and email 214-284-6462
Legal Description – Lot/Block/Subdivision LOT 2R BLOCK B HAWKINS SHELL ADDITION	Property Address 704 BYRON NELSON BOULEVARD ROANOKE, TEXAS 75262	Present Zoning COMMERCIAL RETAIL

Are there deed restrictions that would prevent this property from being used in the manner herein proposed? N/A
Justification for request for Special Use Permit: EXISTING PROPERTY HAS ADEQUATE SPACE FOR THE ADDITION OF
NEW PARKING AND NEW BUSINESSES BY EXTENDING THE EXISTING BUILDING.

Authorization:

I/ We MOHINDER MASHIANA/ LOVELY FOOD MART owner(s) of the above described property do here by authorize
BENJAMIN SAMM to act on my/our behalf in making and representing this Specific Use permit application.


Owner(s) Signature
10/20/23
Date

Owner(s) Signature

Date

Include the following:

Specific Use Permit application fee of \$200.00**. A copy of a survey map of the property and a concept plan or site plan in a pdf format.


Applicants Signature

10/20/2023
Date

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

FOR OFFICE USE ONLY

Application Fee 200.00 10/24/2023 rec#707644 AS	P&Z Meeting <u>12/04/2023</u>	CC Meeting <u>12/12/2023</u>	File for Record SUP- <u>2023 04</u>
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07/20/2023

SP-1

CODE ANALYSIS

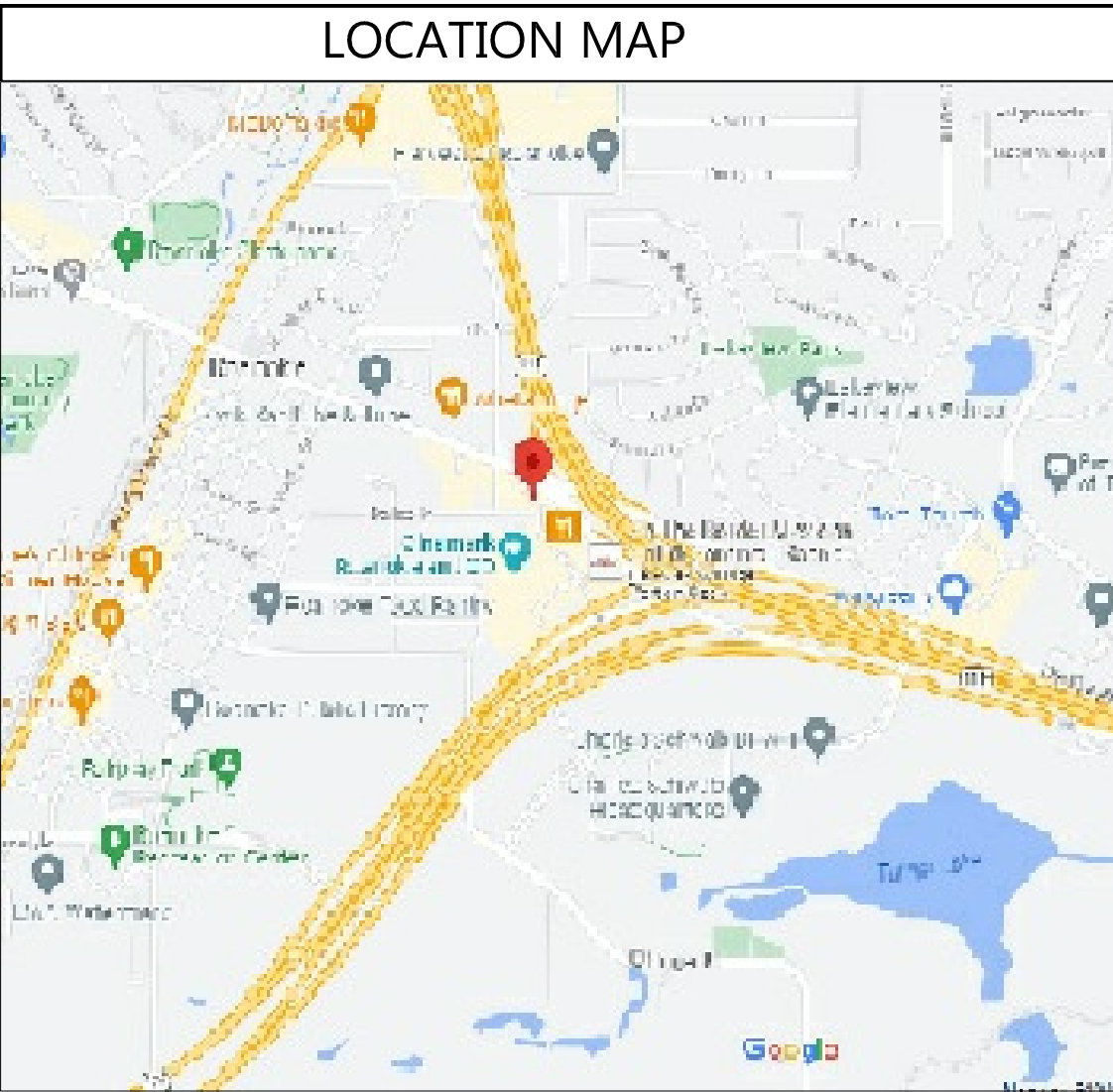
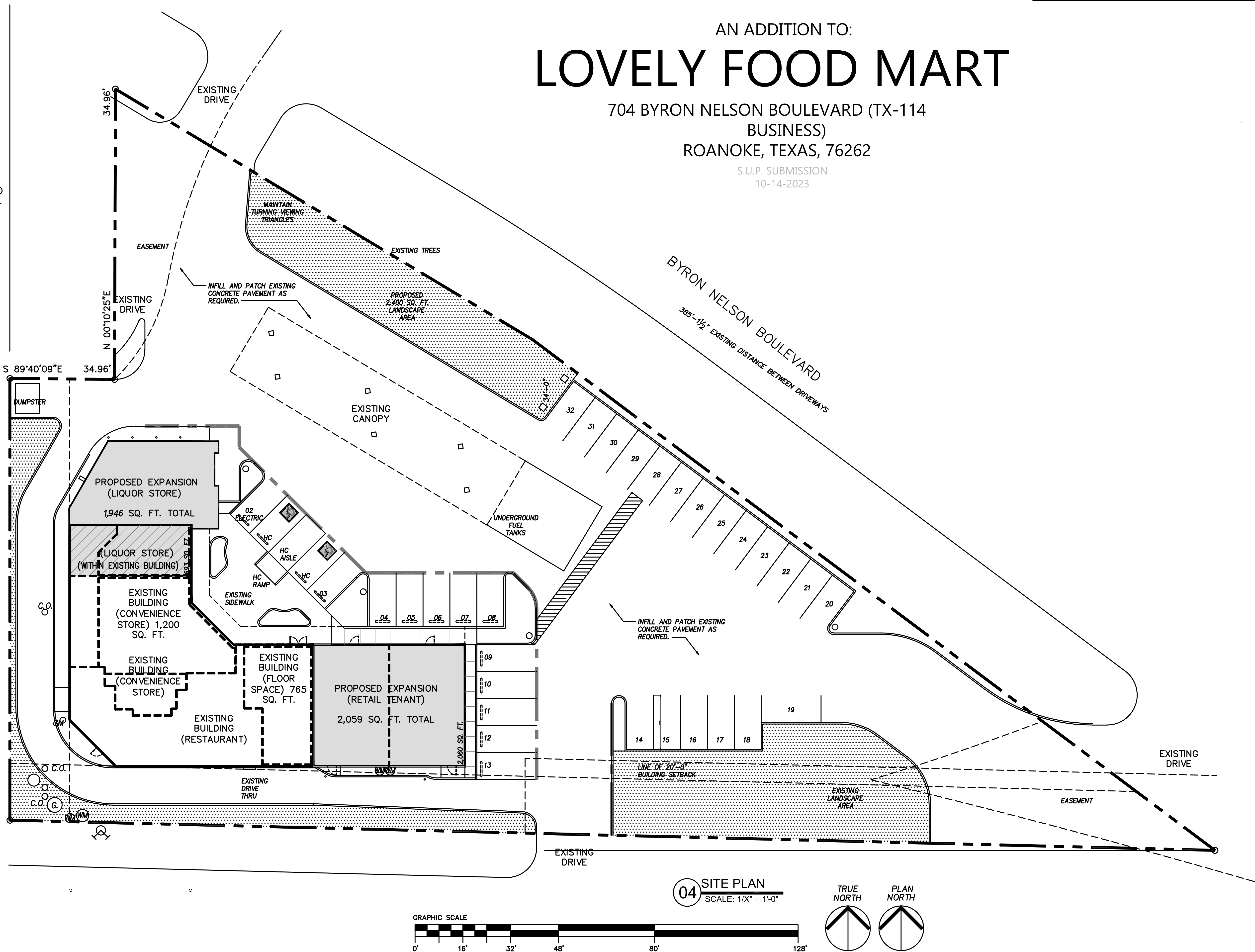
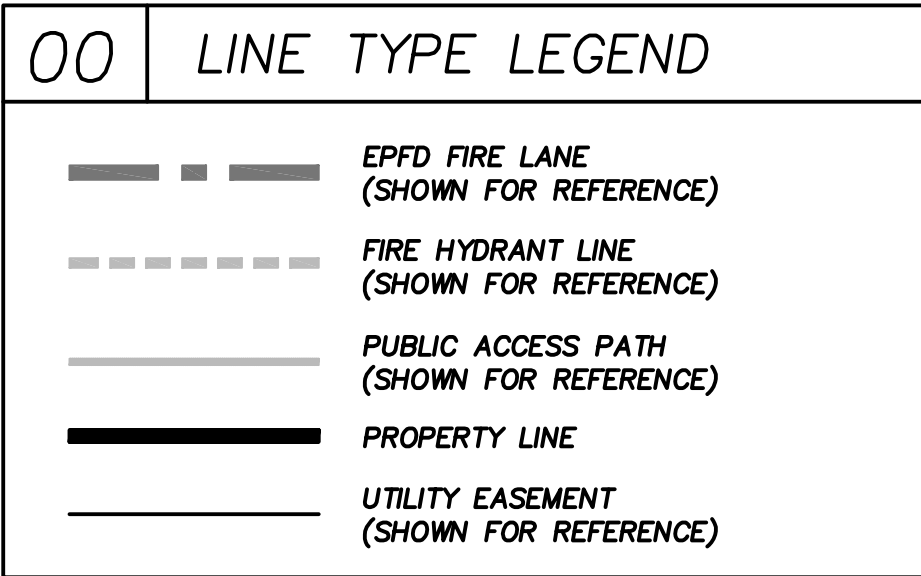
GOVERNING MUNICIPALITY.....	THE CITY OF ROANOKE, TX
CODE.....	IBC 2018
CONSTRUCTION TYPE	TYPE IIB
TOTAL BUILDING AREA SQ. FT.	8,929.00 SQ. FT.
EXISTING BUILDING	4,924.00 SQ. FT.
BUILDING ADDITION (LIQUOR STORE).....	1,946.00 SQ. FT.
BUILDING ADDITION (RETAIL SPACE).....	2,059.00 SQ. FT.
TOTAL DEVELOPED LOT SIZE SQ. FT. (ACRE)	67,773 SQ. FT. (1.464)
OCCUPANCY CLASSIFICATIONS	
M.....	MERCANTILE (CONVENIENCE STORE)
SPRINKLED.....	NO, SPRINKLERS TO BE ADDED
EAB# _____	
CITY OF ROANOKE PERMIT CASE NUMBER.....	

PARKING CALCULATIONS

R - RETAIL DISTRICT.....	CONVENIENCE STORE W/ MPD's
SERVICE STATION FLOOR AREA.....	1 SPACE PER 200 SQ.FT. OF FLOOR AREA
	1,200.00 FA 1,200/200= 6.00 SPACES REQ'D 6 PARKING SPACES
RETAIL STORES (LIQUOR STORE).....	1 SPACE PER 400 SQ.FT. OF FLOOR AREA
	1,284.00 FA 1,000/400= 3.21 SPACES REQ'D 3 PARKING SPACES
RETAIL STORES (TENANT).....	1 SPACE PER 400 SQ.FT. OF FLOOR AREA
	2,059.00 FA 2,059/400= 5.15 SPACES REQ'D 5 PARKING SPACES
EATING OR DRINKING PLACE.....	1 SPACE PER 100 SQ.FT. OF FLOOR AREA
	765.00 FA 765/100= 7.65 SPACES REQ'D 12 PARKING SPACES (CODE)
TAS ACCESSIBLE PARKING REQ'D.....	(1-25) 3 SPACES REQ'D 3 H.C. SPACES PROVIDED
REQUIRED PARKING TOTAL.....	26 PARKING SPACES REQUIRED 32 PARKING SPACES PROVIDED 2 BICYCLE SPACES PROVIDED

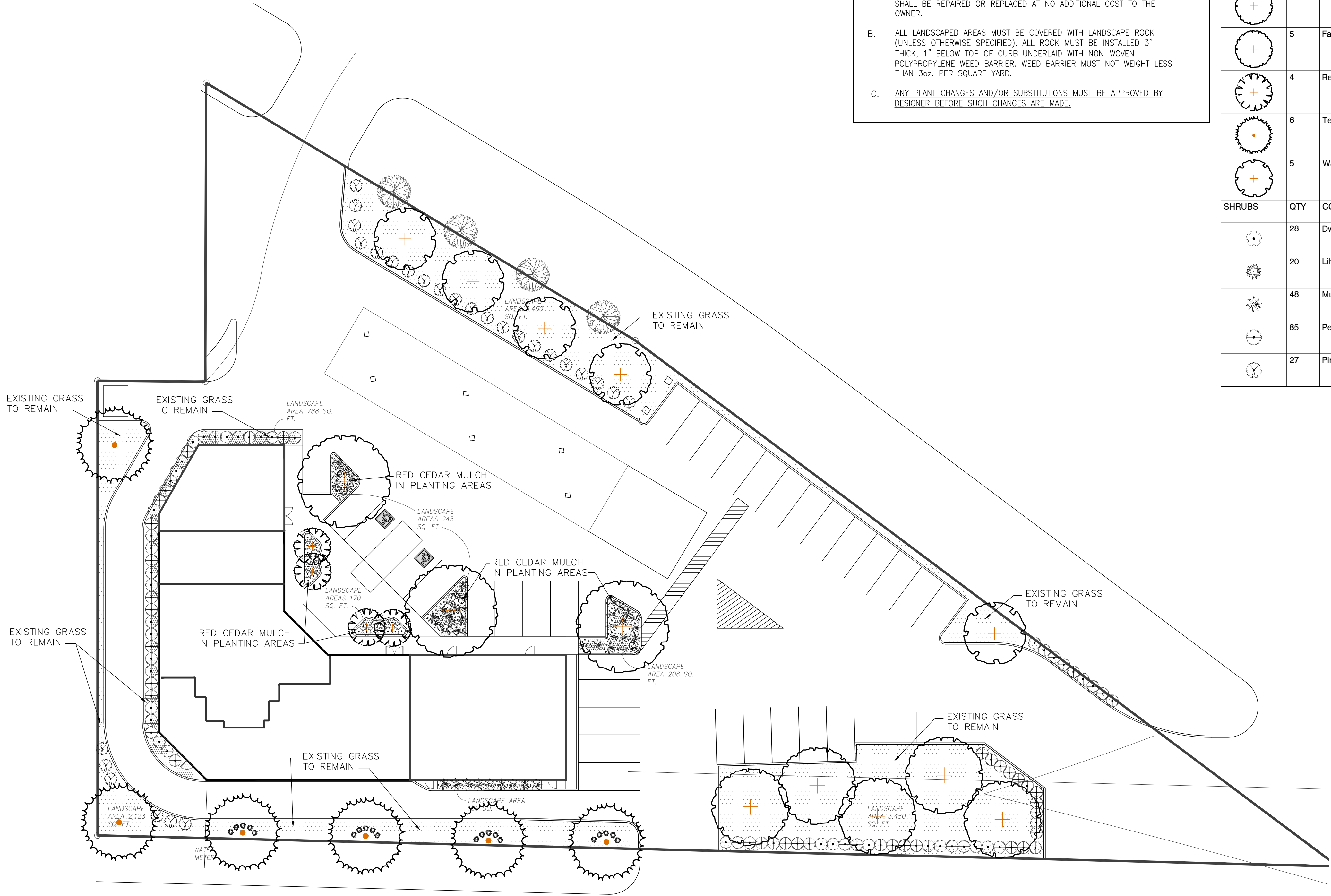
SITE DESCRIPTION	
LANDSCAPING.....	20% OF ENTIRE DEVELOPED LOT
DEVELOPED LOT.....	63,773 SQ. FT. (1.464 ACRES)
	63,773.0 X .20 = 12,754.0 SQ.FT.
REQUIRED LANDSCAPING.....	12,754.0 SQ. FT. TOTAL
LANDSCAPING PROVIDED.....	SEE LANDSCAPE DRAWINGS
CITY WASTE PROVIDED.....	(2) 8-C.Y. DUMPSTER W/ENCLOSURE

SCHEDULE OF HOURS	
LIQUOR STORE.....	
CONVENIENCE STORE.....	
MEXICAN RESTAURANT.....	
RETAIL SPACES.....	

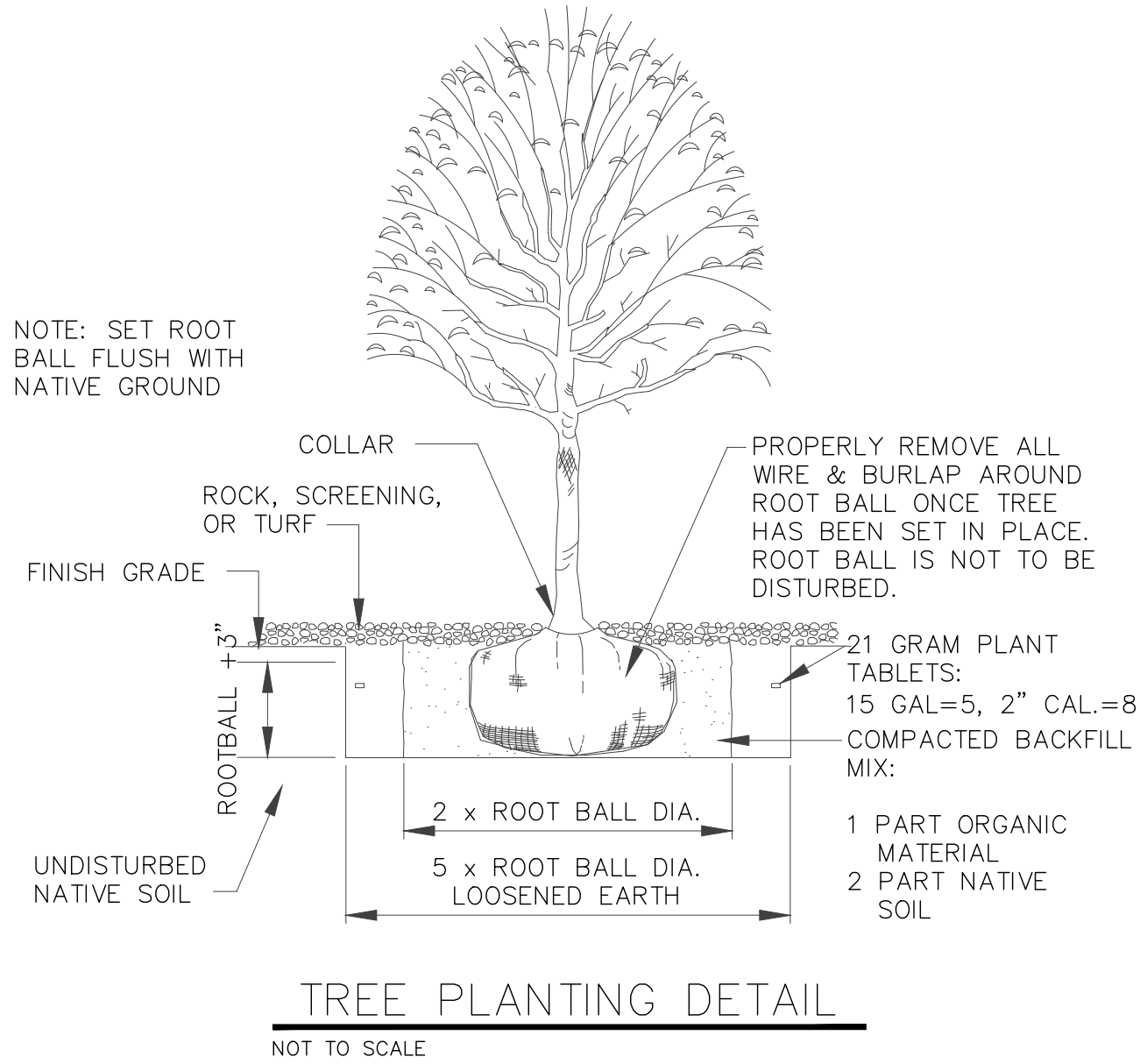
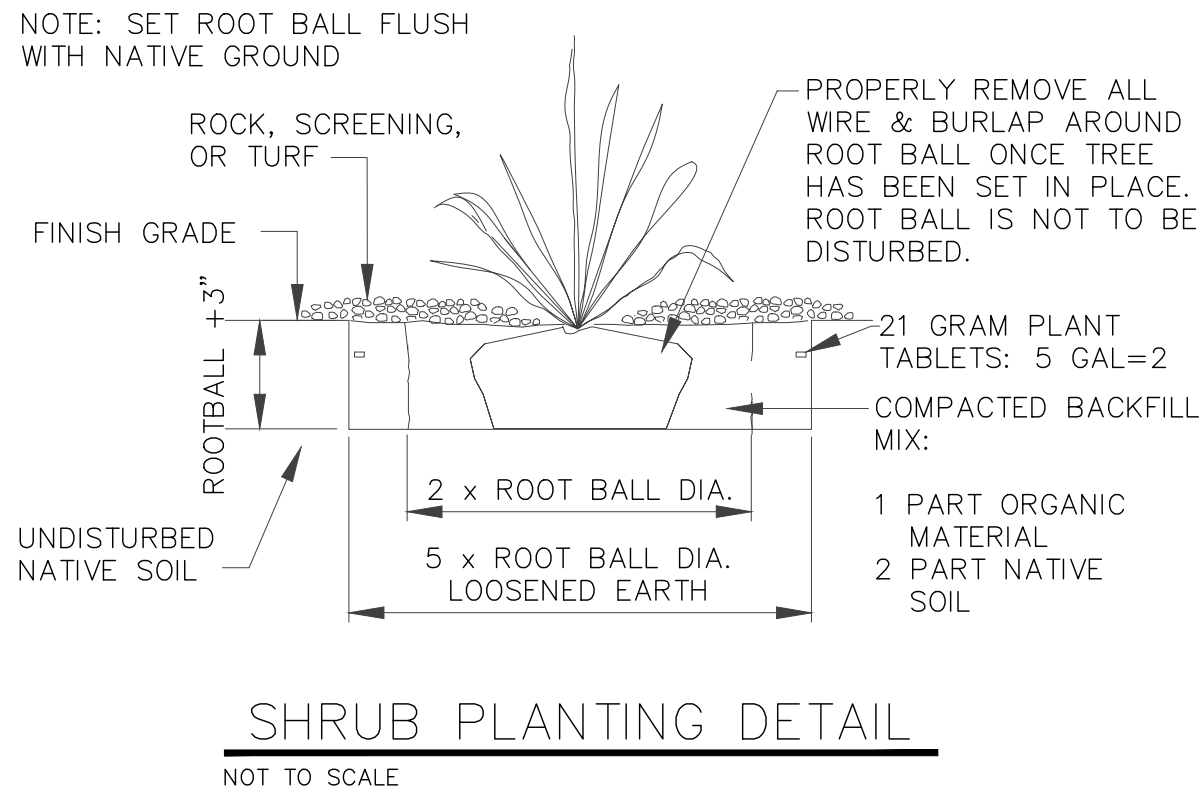
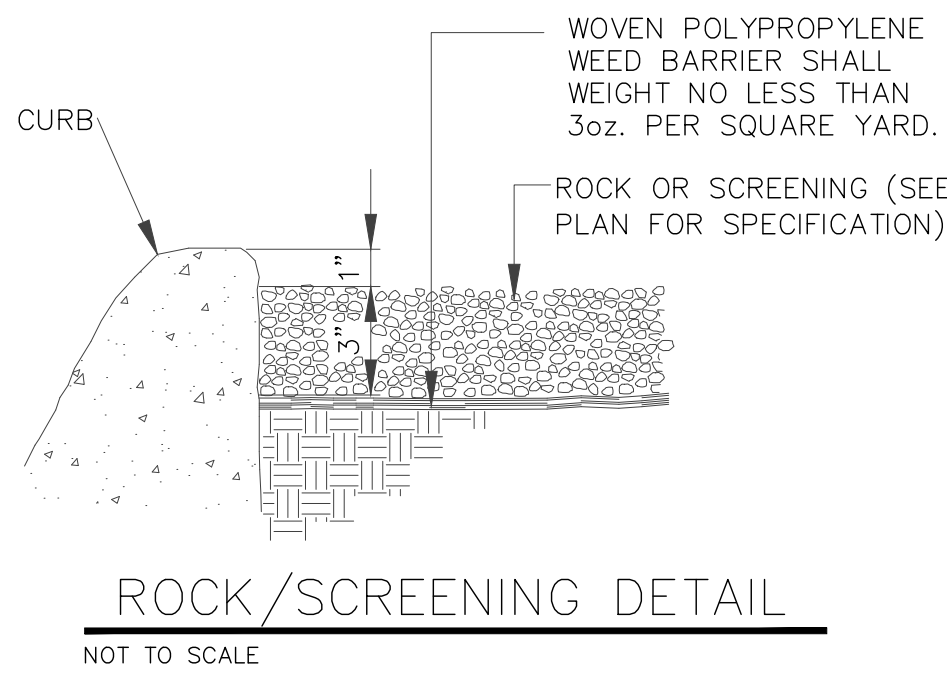
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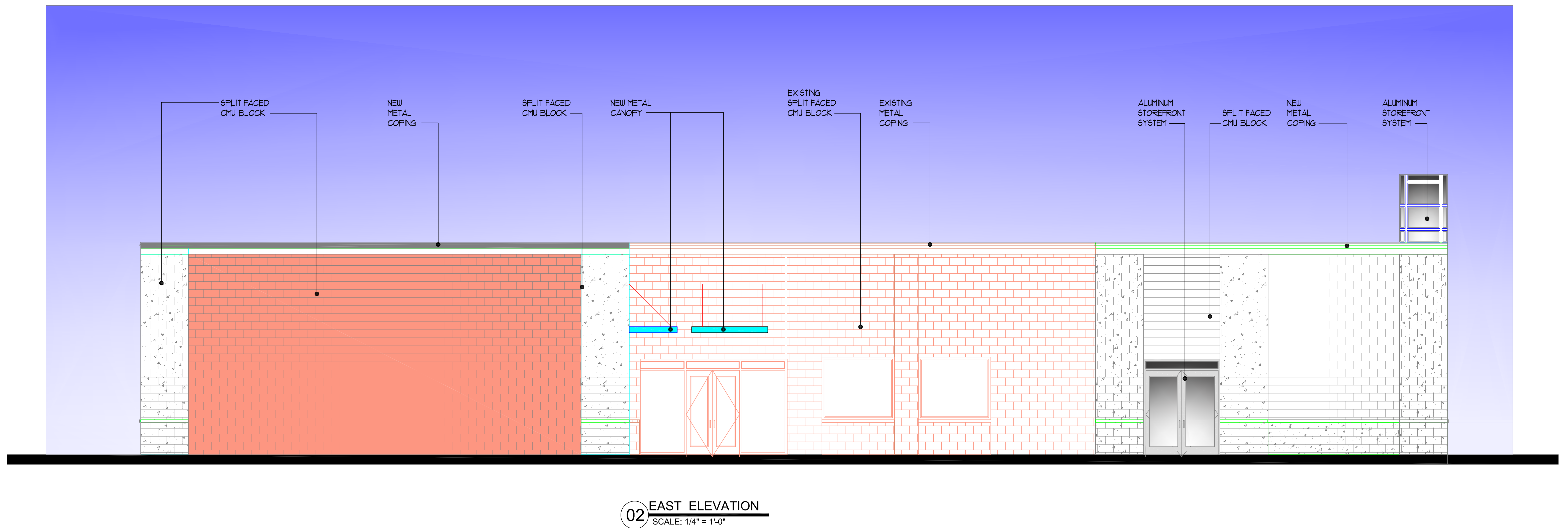
GENERAL NOTES	
A.	THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING AND PROPOSED UTILITIES AND ALL SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
B.	ALL LANDSCAPED AREAS MUST BE COVERED WITH LANDSCAPE ROCK (UNLESS OTHERWISE SPECIFIED). ALL ROCK MUST BE INSTALLED 3" THICK, 1" BELOW TOP OF CURB UNDERLAID WITH NON-WOVEN POLYPROPYLENE WEED BARRIER. WEED BARRIER MUST NOT WEIGHT LESS THAN 3oz. PER SQUARE YARD.
C.	ANY PLANT CHANGES AND/OR SUBSTITUTIONS MUST BE APPROVED BY DESIGNER BEFORE SUCH CHANGES ARE MADE.

PLANT SCHEDULE				
TREES	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	3	Chinese Pistache / Pistacia chinensis	2" Cal, 10'-12" H	B&B
	5	Fan-West Ash / Fraxinus x 'Fan-West'	B & B	2" CAL, 10'-12" H.
	4	Red Crape Myrtle / Lagerstroemia x 'Cheyenne'	B & B	2"Cal
	6	Texas Red Oak / Quercus texana	B & B	2"Cal
	5	Watermelon Red Crape Myrtle Multi-Trunk / Lagerstroemia indica 'Watermelon Red'	B & B	2"Cal
SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	28	Dwarf Indian Hawthorn / Rhamphiolepis indica 'Olivia'	18"-24" H	5 Gal
	20	Lilyturf / Liriope muscari	5 gal	18"-24"H
	48	Muhly / Muhlenbergia capillaris 'Regal Mist' TM	18"-24" H	5 Gal
	85	Petite Pink Oleander / Nerium oleander 'Petite Pink'	5 gal	18"-24"H
	27	Pink Lady Indian Hawthorn / Rhamphiolepis indica 'Pink Lady'	5 gal	18"-24"H

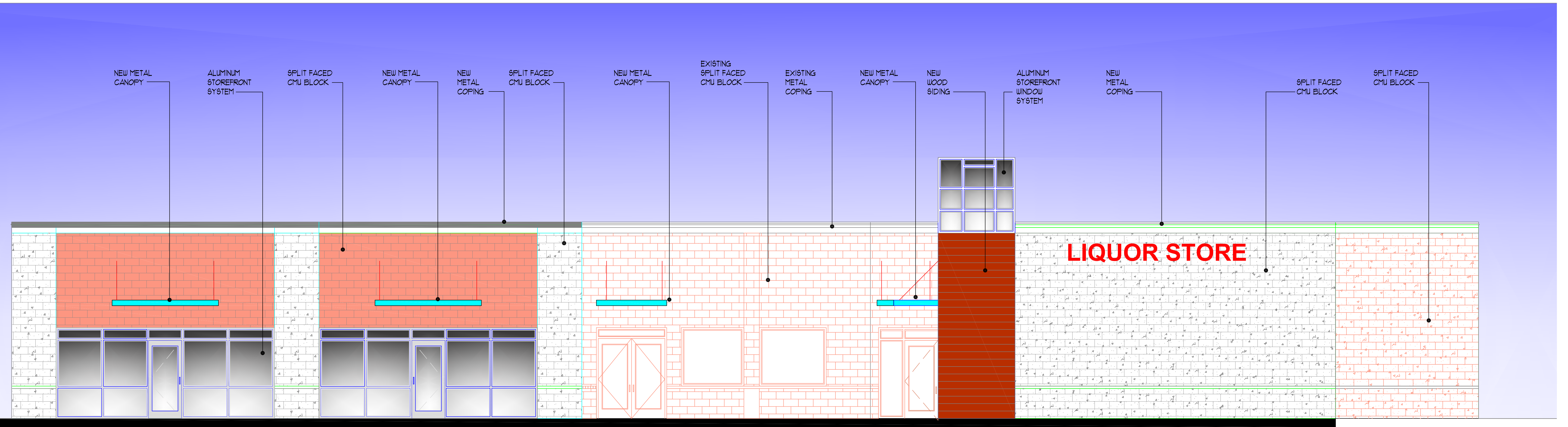


LANDSCAPE PLAN
SCALE 1" = 20'-0"





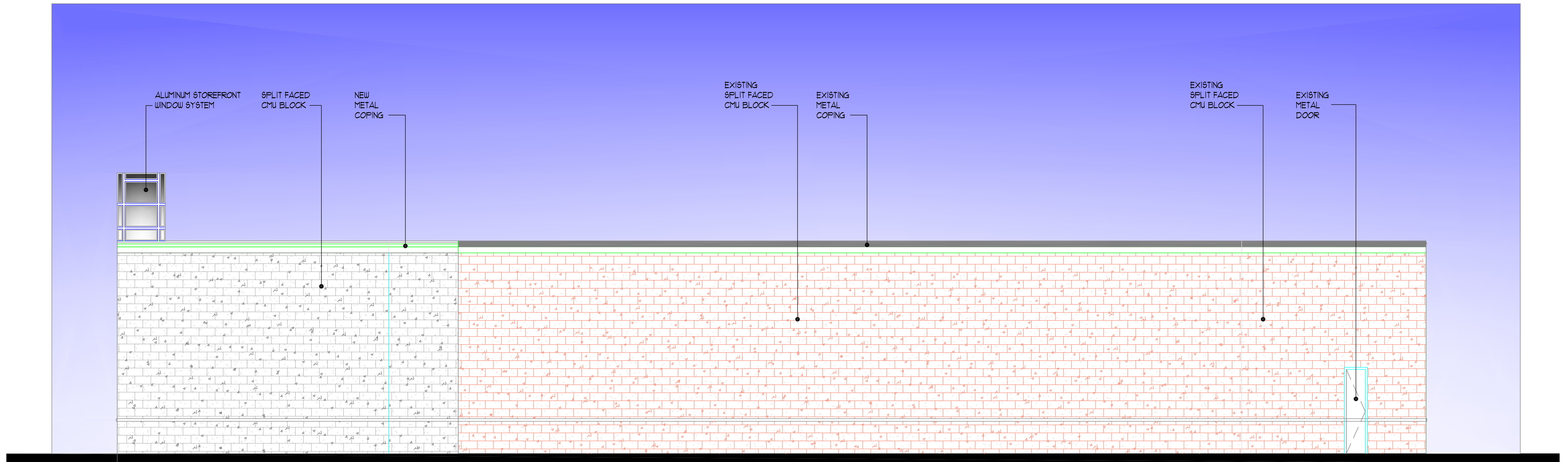
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262



01 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

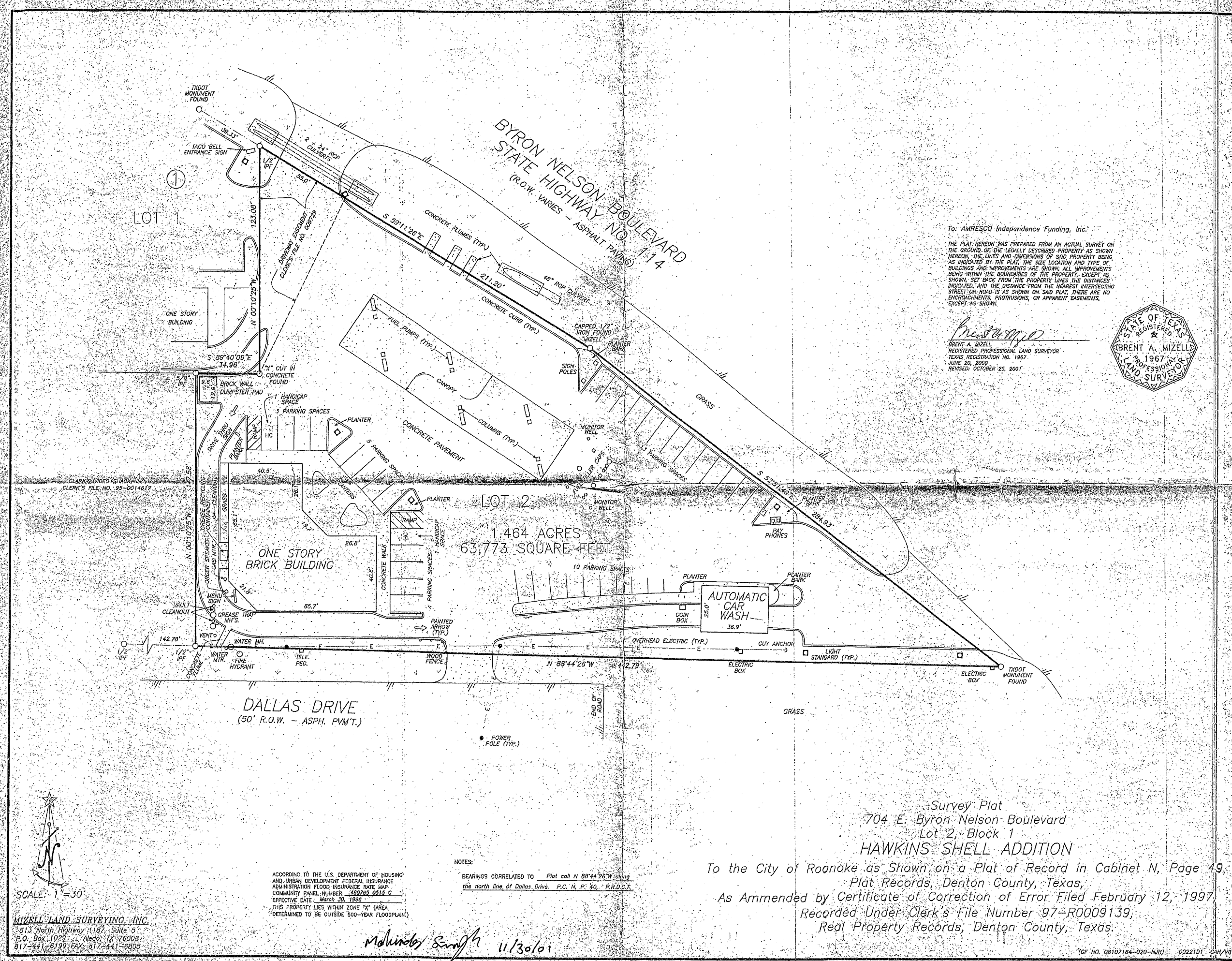
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262





04 WEST ELEVATION
SCALE: 1/4" = 1'-0"

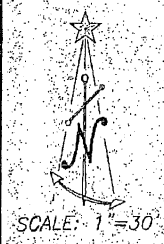
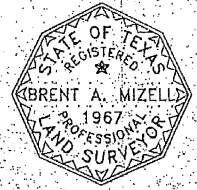
PROPOSED ELEVATIONS FOR LOVELY FOOD MART
CONVENIENCE STORE EXPANSION
704 EAST BYRON NELSON BLVD.
ROANOKE, TEXAS 76262



To: AMRESCO Independence Funding, Inc.

THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND OF THE LEGALLY DESCRIBED PROPERTY AS SHOWN HEREON. THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT. THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE SHOWN. ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, EXCEPT AS SHOWN. SET BACK FROM THE PROPERTY LINES THE DISTANCES INDICATED, AND THE DISTANCE FROM THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN ON SAID PLAT. THERE ARE NO ENCROACHMENTS, PROTRUSIONS, OR APPARENT EASEMENTS, EXCEPT AS SHOWN.

Brent A. Mizell
BRENT A. MIZELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 1987
JUNE 20, 2000
REVISED: OCTOBER 25, 2001



SCALE: 1"=30'

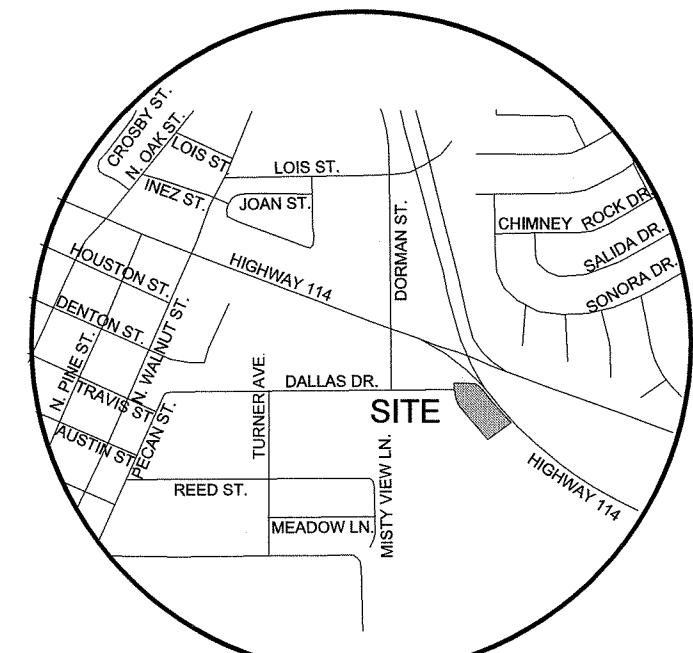
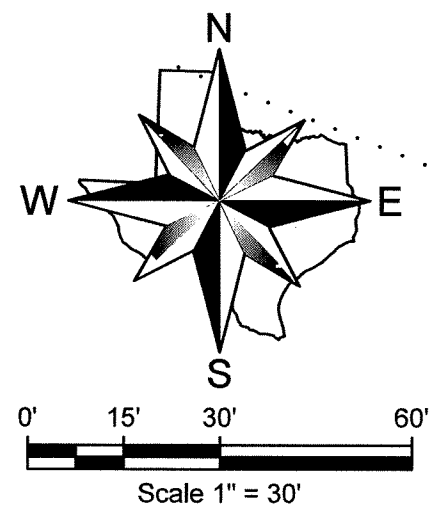
MIZELL LAND SURVEYING, INC.
513 North Highway 1187, Suite 5
P.O. Box 1029 Alamo, TX 78008
817-441-6199 FAX: 817-441-6805

ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480202 0215 C, EFFECTIVE DATE: March 30, 1992, THIS PROPERTY LIES WITHIN ZONE "X" (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN).

NOTES:
BEARINGS CORRELATED TO Plot call N 88°44'26"W along the north line of Dallas Drive. P.C. N, P. 40, P.R.D.C.T.

Melinda Smith 11/30/01

Survey Plat
704 E. Byron Nelson Boulevard
Lot 2, Block 1
HAWKINS SHELL ADDITION
To the City of Roanoke as Shown on a Plat of Record in Cabinet N, Page 49,
Plat Records, Denton County, Texas,
As Ammended by Certificate of Correction of Error Filed February 12, 1997,
Recorded Under Clerk's File Number 97-R0009139,
Real Property Records, Denton County, Texas.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°08'18"E	32.00'
L2	S89°38'02"E	34.96'

APPROVED	REVISION	DATE	No.
 Winkelman & Associates, Inc. CONSULTING CIVIL ENGINEERS • SURVEYORS 6750 HILLCREST PLAZA DRIVE, SUITE 325 DALLAS, TEXAS 75230 TEL: 214-490-7090 FAX: 214-490-7091 COPYRIGHT © 2015, Winkelman & Associates, Inc.			
JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE RICHARD EADS SURVEY, ABSTRACT NO. 393 CITY OF ROANOKE, DENTON COUNTY, TEXAS			14801 QUORUM DRIVE, SUITE 160 DALLAS, TEXAS 75254
AMENDING PLAT HAWKINS SHELL ADDITION LOTS 2R, BLOCK B			
Date : 03.03.15	Scale : 1" = 30'	File : 34240-PPLT-2R	Project No. : 34240.0A
SHEET 1 2			

LOT 3, BLOCK 1
ROANOKE CENTER
ADDITION
CABINET V, PAGE 719

JOE PRESTON
BLACKBURN
CC #2007-103844

DORMAN STREET
(VARIABLE WIDTH RIGHT-OF-WAY)

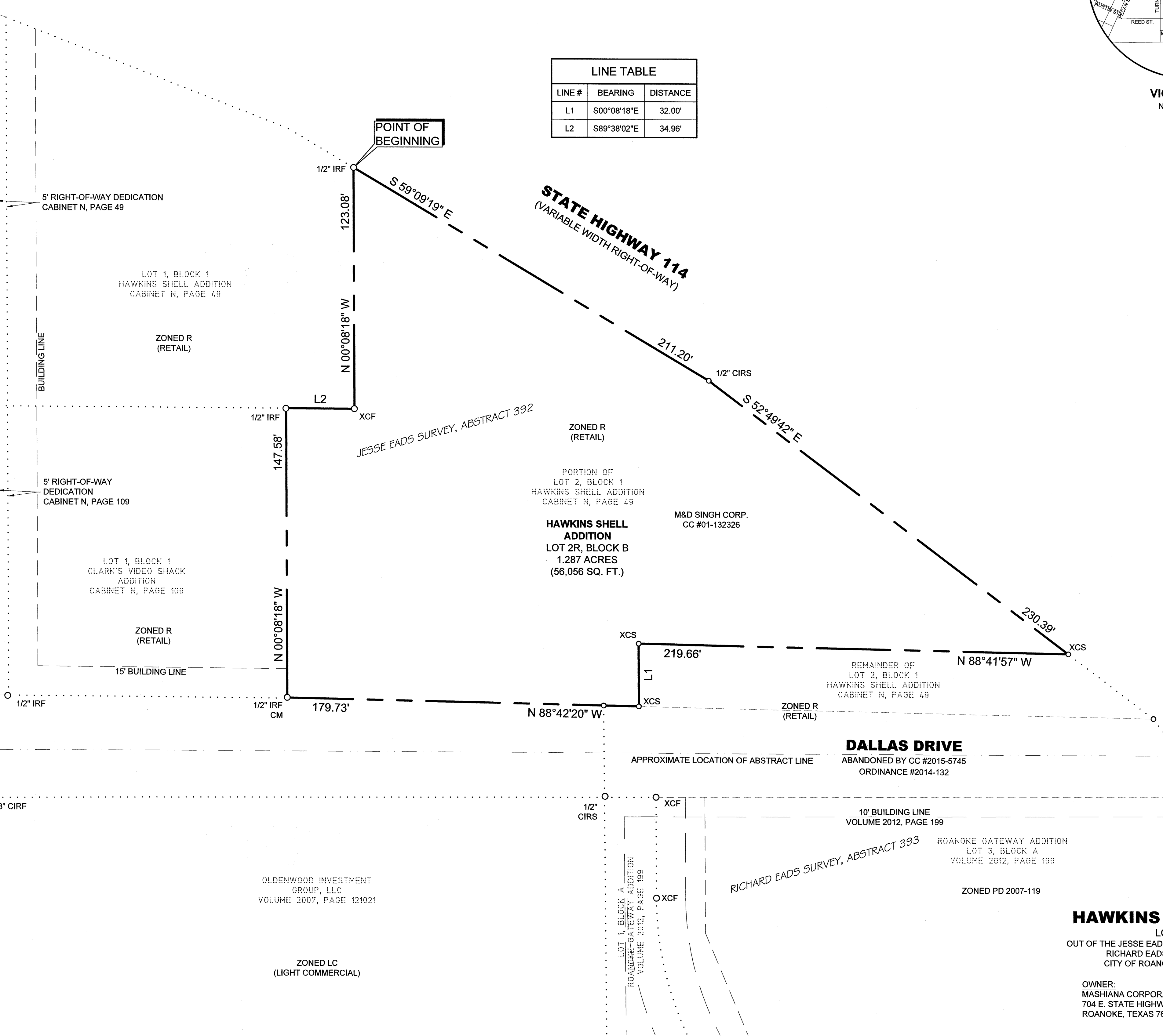
DALLAS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)

FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48121C0515G, dated April 18, 2011, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain. (Areas determined to be outside the 500-year floodplain.)

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



AMENDING PLAT
HAWKINS SHELL ADDITION
LOT 2R, BLOCK B
OUT OF THE JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393,
CITY OF ROANOKE, DENTON COUNTY, TEXAS

OWNER:
MASHIANA CORPORATION
704 E. STATE HIGHWAY 114
ROANOKE, TEXAS 76262

SURVEYOR:
Winkelman & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090

G:\34240\0A\SURVEY\PLAT\34240-PPLT-2R.dwg

Filed for Record
in the official records of:
Denton County
On: Jun 05, 2015 at 02:51P
As of
Plat Records
HAWKINS SHELL ADDITION
Doc Number: 2015- 222
No. of Pages: 2
Amount 100.00
Receipt Number - 1297435
891
Sunny Park

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, Mashiana Corporation, is the owner of all that certain tract of land situated in the JESSE EADS SURVEY, ABSTRACT NO. 392 and the RICHARD EADS SURVEY, ABSTRACT No. 393, in the City of Roanoke, Denton County, Texas, and being part of Lot 2, Block 1, Hawkins Shell Addition, an addition to the City of Roanoke, Denton County, Texas, according to the Plat thereof recorded in Cabinet N, Page 48, Official Public Records, Denton County, Texas, and being more particularly described as follows;

BEGINNING at 1/2-inch iron rod found for corner on the Southwesterly right-of-way of State Highway 114, a variable width right-of-way, said point being the most Northerly corner of said Lot 2 and the Northeast corner of Lot 1, Block 1, of said Hawkins Shell Addition;

THENCE South 59 deg 09 min 19 sec East, along the Southwesterly right-of-way of said State Highway 114 and the Northeast line of said Lot 2, a distance of 211.20 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I." set for corner;

THENCE South 52 deg 49 min 42 sec East, continuing along the Southwesterly right-of-way of said State Highway 114 and the Northeast line of said Lot 2, a distance of 230.39 feet to an "X" cut in concrete set for corner;

THENCE North 88 deg 41 min 57 sec West, departing the Southwesterly right-of-way of said State Highway 114, over and across said Lot 2, a distance of 219.66 feet to an "X" cut in concrete set for corner;

THENCE South 00 deg 08 min 18 sec East, continuing over and across said Lot 2, a distance of 32.00 feet to an "X" cut in concrete set for corner on the South line of said Lot 2 and the North line of Dallas Drive abandonment as recorded in County Clerk's Instrument No. 2015-5745, Official Public Records, Denton County, Texas (Ordinance No. 2014-132);

THENCE North 88 deg 42 min 20 sec West, along the South line of said Lot 2, Block 1, and the North right-of-way of Dallas Drive, a variable width right-of-way, a distance of 179.73 feet to a 1/2-inch iron rod found for the Southwest corner of said Lot 2, Block 1, and the Southeast corner of Lot 1, Block 1, of Clark's Video Shack Addition, an addition to the City of Roanoke, Denton County, Texas, according to the Plat thereof recorded in Cabinet N, Page 109, Official Public Records, Denton County, Texas;

THENCE North 00 deg 08 min 18 sec West, departing the North right-of-way of said Dallas Drive, along the West line of said Lot 2, Block 1, and the East line of said Lot 1, Block 1, of Clark's Video Shack Addition, a distance of 147.58 feet to a 1/2-inch iron rod found for corner on the South line of Lot 1, Block 1, of said Hawkins Shell Addition, said point being the Northeast corner of said Lot 1, Block 1, of Clark's Video Shack Addition;

THENCE South 89 deg 38 min 02 sec East, along the South line of Lot 1, Block 1, of said Hawkins Shell Addition, a distance of 34.95 feet to an "X" cut in concrete found for the Southeast corner of said Lot 1, Block 1, of Hawkins Shell Addition;

THENCE North 00 deg 08 min 18 sec West, along the East line of Lot 1, Block 1, of Hawkins Shell Addition, and the Westerly line of said Lot 2, Block 1, a distance of 123.08 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds is 1.287 acres or 56,056 square feet of land, more or less. Bearings shown hereon are based on the northerly line of a tract land described in a deed to Roanoke Gateway, LLC recorded in County Clerk's Instrument No. 2010-71003, Official Public Records, Denton County, Texas.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

I (we), the undersigned, owner(s) of the land shown on this plat, and designated herein as the **HAWKINS SHELL ADDITION** to the City of Roanoke, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys & rights-of-way are hereby dedicated in fee simple to the City of Roanoke for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Except for paving which is permitted with the permits. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements, except for paving which is permitted with the easements, or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Roanoke.

WITNESS, my hand at Roanoke, Texas, this the 18 day of May, 2015.

Mashiana Corporation

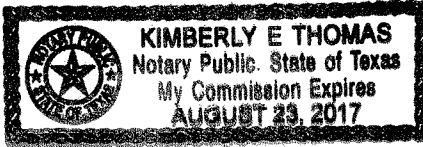
By: M.S. Mashiana
M.S. Mashiana, President

STATE OF TEXAS §
COUNTY OF DALLAS §
Denton

Before me, the undersigned authority, on this day personally appeared M.S. Mashiana, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein stated.

Given under my hand and seal of office this 18 day of May, 2015.

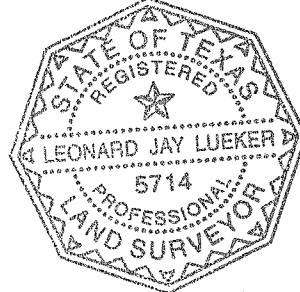
Kimberly E. Thomas
Notary Public in and for State of Texas



SURVEYOR'S CERTIFICATE

I, LEONARD J. LUEKER, do hereby certify that this subdivision plat was prepared from an actual survey made on the ground under my direction and supervision, that lot corners angle points, and points of curvature shall be properly monumented, and that this plat represents the survey made of this property.

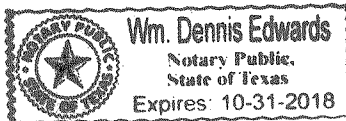
Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration No. 5714
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 325
Dallas, Texas 75230
(972) 490-7090

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared LEONARD J. LUEKER, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20th day of May, 2015.

Wm. Dennis Edwards
Notary Public in and for the State of Texas



My Commission Expires: 10-31-2018

APPROVAL OF THE CITY OF ROANOKE, TEXAS

This minor plat or amending plat was submitted to and considered by the City of Roanoke, Texas, and is hereby approved pursuant to Section 212.0065 and 212.016 of the Texas Local Government Code, as amended.
Dated this 18th day of June, 2015.

By: Scott Campbell
Scott Campbell, City Manager

ATTEST:
April S. Hill
April S. Hill, City Secretary



REVISION	APPROVAL
No.	No.
DATE	DATE

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA, SUITE 325 DALLAS, TEXAS 75230
TEL: (972) 490-7090 FAX: (972) 490-7091
www.winkelmann.com
Copyright © 2015 Winkelmann & Associates, Inc.

JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393
CITY OF ROANOKE, DENTON COUNTY, TEXAS

MO DEVELOPMENT
14801 QUORUM DRIVE, SUITE 160
DALLAS, TEXAS 75254

AMENDING PLAT
HAWKINS SHELL ADDITION
LOT 2R, BLOCK B

Date: 03.03.15
Scale: N/A
File: 34240-PPLT-2R
Project No.: 34240.0A

SHEET
2
OF
2

AMENDING PLAT
HAWKINS SHELL ADDITION
LOT 2R, BLOCK B
OUT OF THE JESSE EADS SURVEY, ABSTRACT NO. 392 AND THE
RICHARD EADS SURVEY, ABSTRACT NO. 393,
CITY OF ROANOKE, DENTON COUNTY, TEXAS

OWNER:
MASHIANA CORPORATION
704 E. STATE HIGHWAY 114
ROANOKE, TEXAS 76262

SURVEYOR:
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive
Suite 325
Dallas, Texas 75230
ph# 214-490-7090

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Filed for Record
in the official records of:
Denton County

On: Jun 05, 2015 at 02:15:1P

As a
Plat Records
HAWKINS SHELL ADDITION
Doc Number: 2015- 222
No. of Pages: 2
Amount: 100.00

Receipt Number - 1297435
369
Status: Paid

ORDINANCE No. 2023-134

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF ROANOKE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RETAIL TO RETAIL-SUP TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES ON LOT 2R, BLOCK B OF THE HAWKINS SHELL ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, pursuant to Sections 109.31 and 109.32 of the Texas Alcoholic Beverage Code and Section 11.06 of the Home-Rule Charter of the City of Roanoke, Texas, the sale of liquor and beer is prohibited within all residential sections or areas of the City; and

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

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

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

Section 1. FINDINGS INCORPORATED

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

Section 2.

That the Comprehensive Zoning Ordinance and Map of the City of Roanoke, Texas, duly passed by the governing body of the City of Roanoke, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning from Retail (R) to Retail – SUP (R-SUP) to allow the sale of alcoholic beverages on Lot 2R, Block B of the Hawkins Shell Addition, an addition located within the City of Roanoke, Denton County, Texas, and being more particularly described and or depicted in **Exhibit A**, which is attached hereto and incorporated herein.

Section 3. PENALTY CLAUSE

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

Section 4. SEVERABILITY CLAUSE

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

Section 5. EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 12th day of December, 2023.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

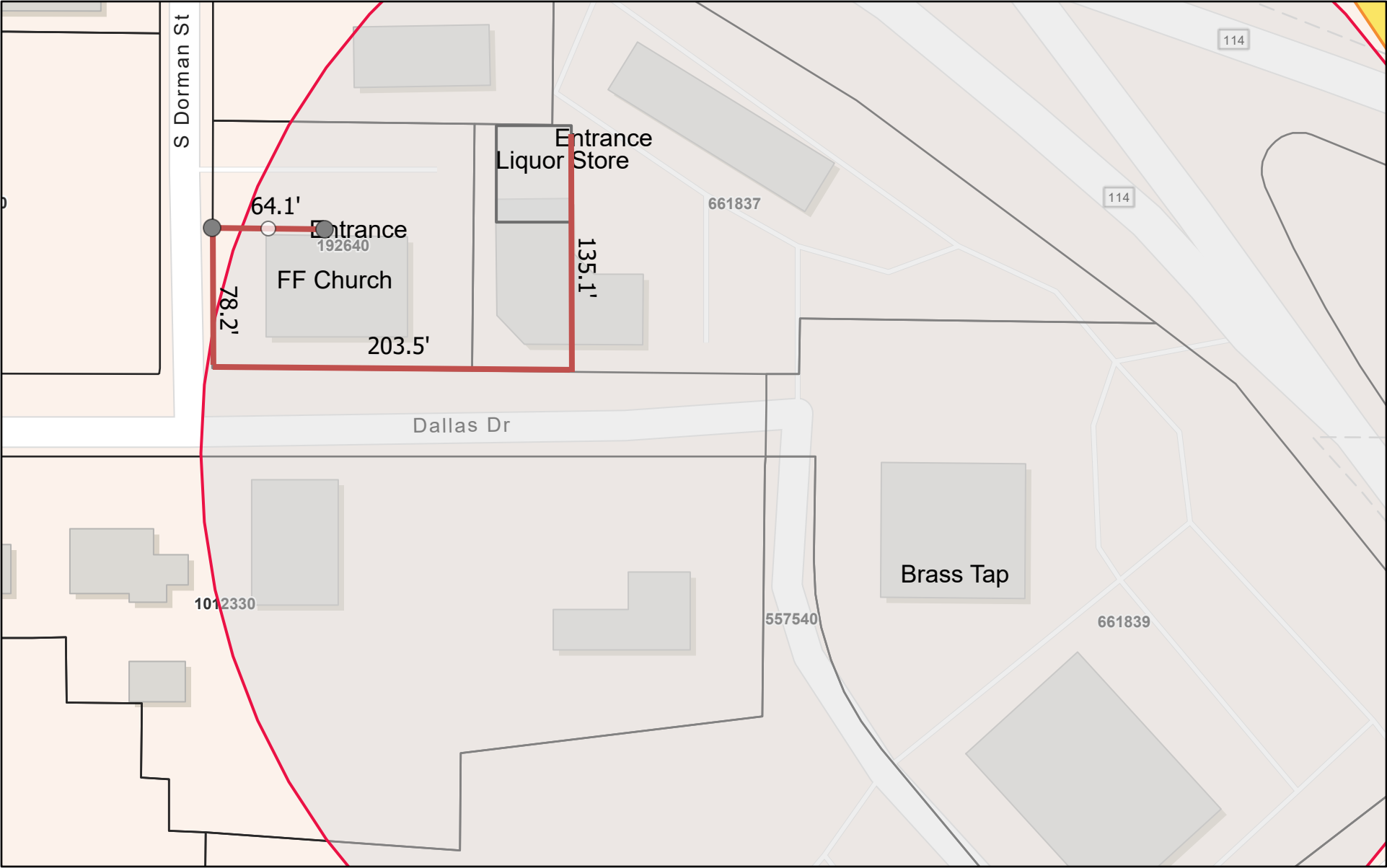
APPROVED AS TO FORM:

Jeff Moore, City Attorney

Legal Description and/or Depiction
of the
Property

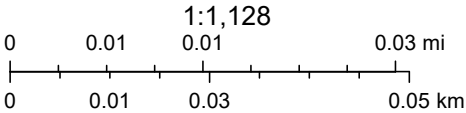


Denton CAD Web Map



11/30/2023, 9:25:45 AM

 Parcels



Esri Community Maps Contributors, City of Fort Worth, Town of Flower Mound, Town of Westlake, Texas Parks & Wildlife, © OpenStreetMap,

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com

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