

CITY COUNCIL

MEETING AGENDA

JUNE 16, 2025, 6:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

ADJOURN THE WORK SESSION

**The Regular Meeting will begin following the Work Session
but not earlier than 7:00 p.m.**

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.

PUBLIC HEARING ITEMS

1. Conduct a public hearing on a rewrite of Chapter 3 Building Regulations, Article 3.1400 Sign Regulations, of the Code of Ordinances.
2. Conduct a public hearing on a rewrite of Chapter 10 Subdivision Regulations, of the Code of Ordinances.
3. Conduct a public hearing on a rewrite of Chapter 14 Planning and Zoning, of the Code of Ordinances.
4. Conduct a public hearing on amendments to Chapter 6, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

5. Conduct a public hearing on amendments to Chapter 8, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.
6. Conduct a public hearing on amendments to Chapter 12, Traffic and Vehicles, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.
7. Conduct a Public Hearing on a Petition for Creation of the Elada Public Improvement District No. 1 (PID-01), from the PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners).
8. Conduct a Public Hearing on a request to a Replat of Bolivar Heights Addition being approximately 5.713 acres of land described as Bolivar Heights Addition, Lot 1 and Lot 1(PT), within the City of Sanger's ETJ, generally on the north side of FM 455 W, approximately 1289 west of the intersection of FM 455 W and Sam Bass Road.

CONSENT AGENDA

All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.

9. Consideration and possible action on Ordinance 06-14-25, a rewrite of Chapter 3 Building Regulations, Article 3.1400 Sign Regulations, of the Code of Ordinances.
10. Consideration and possible action on Ordinance 06-13-25, a rewrite of Chapter 10 Subdivision Regulations, of the Code of Ordinances.
11. Consideration and possible action on Ordinance 06-12-25 a rewrite of Chapter 14 Planning and Zoning, of the Code of Ordinances.
12. Consideration and possible action on amendments to Chapter 6, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.
13. Consideration and possible action on Ordinance 06-16-25 amendments to Chapter 8, Offenses and Nuisances, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.
14. Consideration and possible action on Ordinance 06-17-25 amendments to Chapter 12, Traffic and Vehicles, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

- [15.](#) Consideration and possible action on purchasing materials from Techline Inc. for the Blue Star Building L Service and authorizing the City Manager to execute the agreement and all necessary documents.
- [16.](#) Consideration and possible action on a Resolution 2025-06, a Petition for Creation of the Elada Public Improvement District No. 1 (PID-01) from the PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners).
- [17.](#) Consideration and possible action on the minutes from the June 2, 2025, meeting.

ACTION ITEMS

- [18.](#) Consideration and possible action on a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres of land described as MARY H SHIRLEY BLK 14(S PT), 15, and A1241A TIERWESTER, TR 276, generally located on the east side of 2nd Street approximately 142 feet north of Jackilu Street.
- [19.](#) Consideration and possible action on a Development Agreement between the City of Sanger, Meritage Homes (Developer), PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners), to develop a residential development utilizing a Public Improvement District.
- [20.](#) Consideration and possible action on a request to a Replat of Bolivar Heights Addition being approximately 5.713 acres of land described as Bolivar Heights Addition, Lot 1 and Lot 1(PT), within the City of Sanger's ETJ, generally on the north side of FM 455 W, approximately 1289 west of the intersection of FM 455 W and Sam Bass Road.
- [21.](#) Consideration and possible action on authorizing the City Manager to execute a contract with Mobile Modular for the construction of a modular building for the Sanger, TX Senior Center.
- [22.](#) Consideration and possible action authorizing the City Manager to approve a proposal from Cardwell Paving LLC., to construct a parking lot on the corner of 2nd Street and Bolivar Street.
- [23.](#) Consideration and possible action authorizing the City Manager to execute a contract with Tactical for the demolition of the Lumber Yard at 125 Elm Street for the added parking in Sanger Downtown.
- [24.](#) Consideration and possible action on Ordinance 06-18-25, amending the budget for the 2024-2025 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.
- [25.](#) Consideration and possible action Resolution 2025-07, nominating a representative to the Denco 911 District board of managers for a two-year term beginning October 1, 2025.

FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.

INFORMATIONAL ITEMS

Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.

[26.](#) Republic Services Waste Report - May 2025

EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.071. CONSULTATION WITH ATTORNEY

For deliberations regarding legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Laguna Azure Sewer Certificate of Convenience and Necessity (CCN)

RECONVENE INTO REGULAR SESSION

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

ADJOURN

NOTE: The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on June 11, 2025, at 3:00 PM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on a rewrite of Chapter 3 Building Regulations, Article 3.1400 Sign Regulations, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language
- Improved organization involving relocation of certain regulations into appropriate sections
- Consistent numbering structure and cross-reference links for accessibility
- Figures/Diagrams
- Improved regulation over temporary signs and maintenance of signs
- Established mural regulations in downtown and non-residential districts, including window paintings
- Improved regulations in downtown districts
- Improved and expanded variances and appeals regulations and procedures
- Addressed conflicting regulations
- Established two (2) sign overlay districts
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on a rewrite of Chapter 10 Subdivision Regulations, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language based on best practices
- Improved Procedures section and established separate sections for each application series (Section 4-9)
- Implemented administrative procedures for plat approvals
- Integrated responsive language to legislative changes
- Rebuilt Development Services forms as fillable PDFs
- Aligned ordinance with comprehensive plan
- Eliminated hard coded fees and replaced with reference to Appendix A (Master Fee Schedule)
- Addressed conflicting regulations
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on a rewrite of Chapter 14 Planning and Zoning, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language
- Revised use table (zoning districts)
- Improved searchability
- Revised language for clearer comprehension
- Eliminated contradictory language
- Integrated language responsive to legislative changes (Tx 86-88 Leg. Session)
- Aligned dimensions and setbacks in accordance with adopted building codes
- Corrected points-of-contact for administrative staff throughout the align procedures with city positions
- Updated procedures for zoning approvals and ordinance adoptions
- Clarified procedures for appeals with Zoning Board of Adjustments
- Eliminated hard coded fee and replaced with reference to Appendix A (Master Fee Schedule)
- Eliminated obsolete language references
- Added definitions for various gambling devices and prohibited use except with SUP requirement in PD and I districts
- Created Non-Conforming Use notice requirements
- Mini-storage off-street parking regulations modified
- Combined Light Industrial and Heavy Industrial Districts
- Improved landscape regulations
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on amendments to Chapter 6, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- Definitions were added.
- Grass and weeds were amended to state a height greater than 12 inches in place of an average of 12 inches.
- Declares high grass and weeds a nuisance to mirror state law.
- Declares trash and debris a nuisance to mirror state law.
- Adds limbs lower than 7' over a sidewalk to be a violation.
- Planning & Zoning recommended approval on 06-09-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on amendments to Chapter 8, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- New definitions added.
- Allows regulation of fences and parking surface maintenance.
- Develops standards to regulate commercial outside storage.
- Defines what is considered outside residential storage.
- Adds regulations for junk vehicles.
- Declares trash and debris to be a nuisance that mirrors state law.
- Planning & Zoning recommended approval on 06-09-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on amendments to Chapter 12, Traffic and Vehicles, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- New definitions added.
- Requires parking to be on improved surface.
- Prohibits vehicle storage.
- Makes it unlawful to use a vehicle for living or sleeping quarters, or storage of trash.
- Prohibits recreational, utility or commercial vehicles, boats or trailers on public right-of-way or obstruct visibility from adjacent driveways and street corners.
- Planning & Zoning recommended approval on 06-09-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a Public Hearing on a Petition for Creation of the Elada Public Improvement District No. 1 (PID-01), from the PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners).

SUMMARY:

- This petition provides the following information:
 - General Nature of Proposed Improvements
 - Estimated Costs
 - District Boundaries
 - Method of Assessment
 - Apportionment of Costs
 - Consent and Request of Petitioner
 - Advisory Board
 - Standing of Petitioner

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a Public Hearing on a request to a Replat of Bolivar Heights Addition being approximately 5.713 acres of land described as Bolivar Heights Addition, Lot 1 and Lot 1(PT), within the City of Sanger's ETJ, generally on the north side of FM 455 W, approximately 1289 west of the intersection of FM 455 W and Sam Bass Road.

SUMMARY:

- This Development is in the City of Sanger's ETJ.
- The plat will take two parcels and combine them into one.
- The intent is to use the property for a commercial office.
- The applicant intends to utilize the existing building on the property
- Planning & Zoning recommended approval on 6-9-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

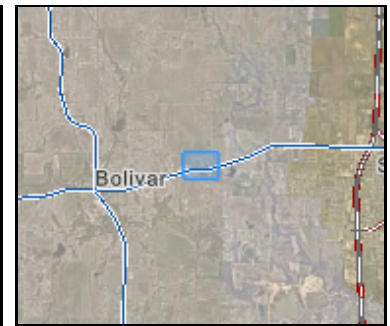
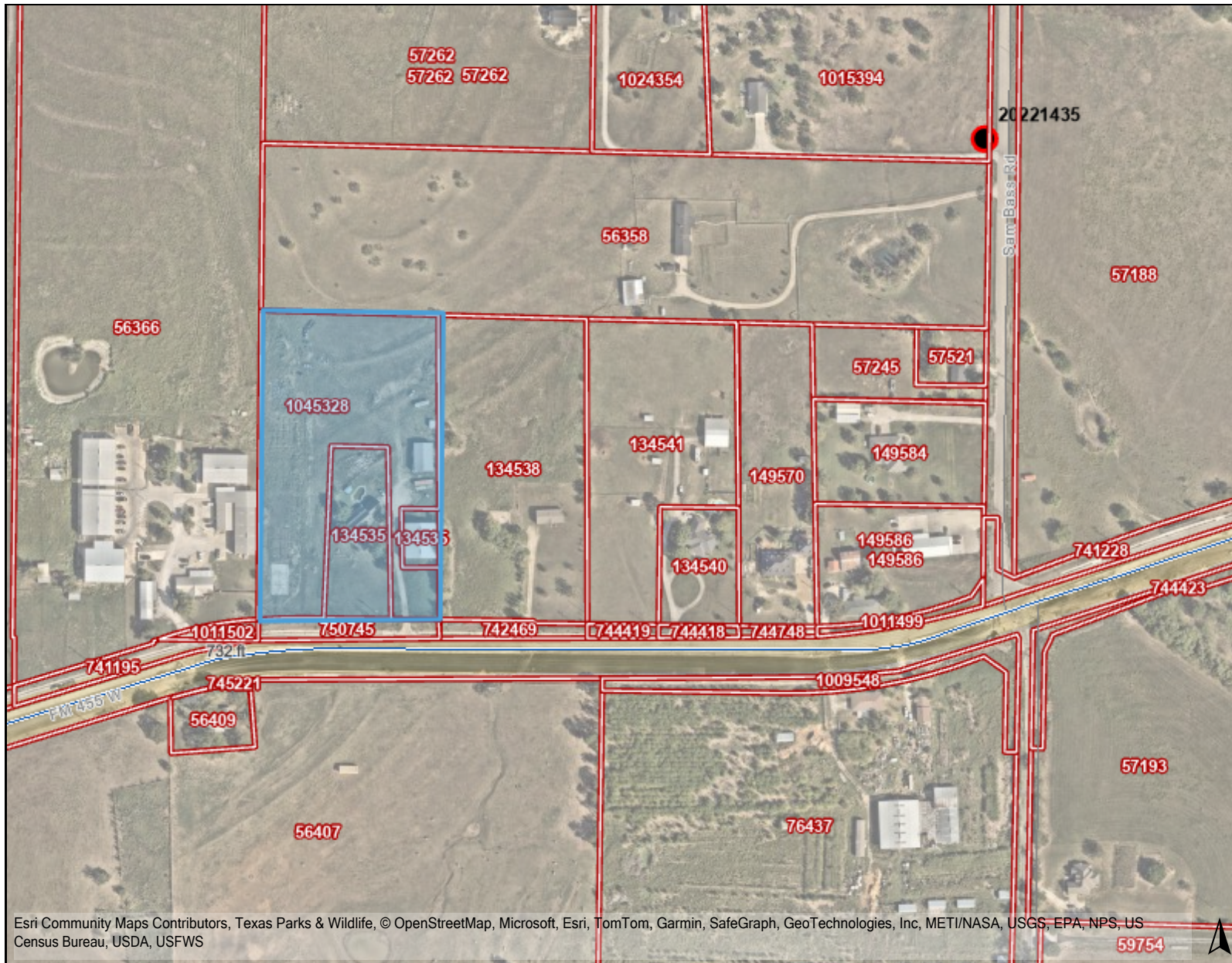
N/A

ATTACHMENTS:

Location Map

Denton County Landmark Map

Item 8.



Legend

- 911 Addresses
- Development Permits
- ▭ Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - ▭ FEMA Floodway
 - ▭ Flood Grid
 - ▭ FEMA 100yr Flood Zone A
 - ▭ FEMA 100yr Flood Zone AE
 - ▭ FEMA 500yr Flood Zone
 - Levee Protected

Notes

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



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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.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance 06-14-25, a rewrite of Chapter 3 Building Regulations, Article 3.1400 Sign Regulations, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language
- Improved organization involving relocation of certain regulations into appropriate sections
- Consistent numbering structure and cross-reference links for accessibility
- Figures/Diagrams
- Improved regulation over temporary signs and maintenance of signs
- Established mural regulations in downtown and non-residential districts, including window paintings
- Improved regulations in downtown districts
- Improved and expanded variances and appeals regulations and procedures
- Addressed conflicting regulations
- Established two (2) sign overlay districts
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance 06-14-25

Exhibit A

CITY OF SANGER, TEXAS

ORDINANCE 06-14-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, AMENDING CHAPTER 3 BUILDING REGULATIONS, BY REPEALING AND REPLACING ARTICLE 3.1400 SIGN REGULATIONS, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-14-25 amending Chapter 10, Subdivision Regulations; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 3 Building Regulations, Article 3.1400 Sign Regulations is amended as provided in **Exhibit A**.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this **16th** day of **June**, 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A



ARTICLE 3.1400 **SIGN REGULATIONS**

ADOPTED MMMM DD, YYYY

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Article 3.1400 Subdivision Ordinance

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SECTION 1: Purpose and Intent

Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the corporate limits of the City to encourage the general attractiveness of the community and to protect property values therein. Accordingly, it is the intention of this article to establish regulations governing the display of signs and in part to achieve the following:

A. Safety. To promote the safety of persons and property by providing that signs:

1. Promote and protect the public health, safety, comfort, morals and convenience;
2. Do not obstruct firefighting or police surveillance; and
3. Do not overload the public's capacity to receive information or increase the probability of traffic congestion and accidents by distracting attention or obstructing vision.

B. Communications Efficiency. To enhance the economy, the business and industry of the City on promoting the reasonable, orderly and effective display of signs and thereby encourage increased communication with the public so that:

1. Businesses and services may identify themselves;
2. Customers and other persons may locate a business or service;
3. Signs are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of the identity of proprietors and other persons displaying signs; and
4. Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.

C. Environment Quality and Preservation. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:

1. Do not interfere with scenic views, protect and preserve the unique and natural beauty and historic values of the City;
2. Do not create a nuisance to persons using the public rights-of-way;
3. Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
4. Are not detrimental to land or property values.

SECTION 2: Administration

The provisions of this article shall be administered and enforced by the Development Services department.

SECTION 3: Permit; Penalty for Violation

- A. Permit Required.** It shall be unlawful for any person to erect, conduct major repair of or relocate any sign or mural within the City without first obtaining a permit to do so from the Development Services department or its designated representative. Minor repair, however, is allowed without a permit, as defined in [Section 3.1404](#).
- B. Application.** Application for a permit required by this article shall be made upon forms provided by the Development Services department and submitted electronically.
- C. Insurance or Bond Required.** Every applicant for a permit under this article for attached, detached signs erected or maintained in accordance with [Section 3.1407](#) shall carry a liability insurance policy (minimum \$100,000.00) by any approved insurance company authorized to do business in the State of Texas, or a surety bond in favor of the City as the beneficiary thereof covering the erection of the subject sign for any and all damages or liability which may accrue against it by reason of faulty installation, erection, demolition, repair, removal, or defects in, or collapse of, any signs, for a period of one year after erection and for such period of time that such sign is maintained or serviced by or under the direction of the make of such bond. Such bond shall further provide for the indemnification of any person who shall, while upon public property or in a public place, incur damage for which the principal named in the bond is legally liable. Proof of liability coverage shall be submitted by means of a certificate.
- D. Refusal of Permit for Failure to Pay Costs.** The Development Services department may refuse to issue a permit under this article to any person who has refused or failed to pay any costs relating to signs.
- E. Approval of Permit by Director of Development Services.** The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be first approved by the Director of Development Services prior to final approval of the application by the Development Services department.

SECTION 4: Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A

Automobile Dealership. A business or establishment engaged in the sale, purchase, or exchange of new or used automobiles.

B

Building. A structure that has a roof supported by columns, walls or air for the shelter, support or enclosure of persons, animals or chattel.

D

Dilapidated or Deteriorated Condition. Any sign that meets any of the following conditions:

- A. Where elements of the surface or background can be seen as viewed from the normal viewing distance (intended viewing distance), to have portions of the finished material or paint flaked, broken off, or missing, or otherwise not in harmony with the rest of the surface; or
- B. Where the structural support or frame or sign panels are visibly bent, broken, dented, or torn as to constitute an unsightly, hazardous or harmful condition; or
- C. Where the sign, or its elements, are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support); or
- D. Where the message or wording can no longer be clearly read by a person under normal viewing conditions; or
- E. Where the sign or its elements are not in compliance with the regulations of the National Electric Code and/or the International Building Code currently adopted by the City.

F

Façade. Any separate face of a building, including parapet walls and omitted wall lines, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction or in directions within forty-five (45) degrees of one another, they are to be considered as part of a single façade.

Façade, Primary. The face of the building directly facing a public street, road, or alley and containing the main entrance of the building.

Frontage or Property Frontage. The entire length of the boundary line of any one tract of real property adjacent to a public right-of-way, measured parallel to the right-of-way line in a horizontal manner.

G

Ghost Sign. A faded sign, typically painted directly onto a building surface, that is more than fifty (50) years old and remains from an earlier time, often advertising a business, product, service, or event no longer present or available. Ghost signs are valued for providing evidence of the history of the building, its past uses, or the commercial activities of the community.

Graffiti. Any unauthorized inscription, marking, painting, or drawing, whether legible or not, made on any property without the express consent of the owner of the property, including any image, symbol, word, phrase, slogan, or drawing made with paint, ink, chalk, or other similar materials.

H

Historic Sign. A sign which possesses significance as a representation of the cultural, economic, social, or architectural history of the City, due to its age, association with historic figures, events, or places, unique craftsmanship or materials, or its integral relationship to the design or history of a historic building or district. This may include original commercial signs.

M

Mural. Any nonelectronic, static work of art that is applied to or made integral with the surface of an outward facing wall or structure as a work of art, not associated with marketing a business, and is intended for viewing and enjoyment by the public as art.

P

Premises. A lot or un-platted tract that is recorded in the City.

R

Repair, Major. Any repair, other than minor repair as defined below, of an existing sign, which through an act of God or other event has become damaged in excess of fifty (50) percent of its replacement cost or becomes dilapidated or deteriorated in such manner as to be considered unsafe. Such repair work will require a permit and shall meet all provisions of this article. Verification of the percentage of damage will be supplied by the applicant to the permit office, and such verification shall be: two estimates from two different reputable sign companies, stating the total value of the sign and the total value of all costs to repair the sign to its original state. If the applicant agrees that the repair exceeds fifty (50) percent of replacement cost, then the said estimates shall not be required.

Repair, Minor. Limited to painting, replacement of defective parts, cleaning, or other similar minor maintenance to a sign, which will keep said sign at an acceptable level and which does not change the total area of the sign, and which repair is less than fifty (50) percent of the replacement cost of the sign.

S

Sign. Includes any writing, letter, word, numeral, pictorial representation, emblem, symbol, trademark, object, design or other identification that is designed or intended to identify, advertise, announce or inform. The term “sign” shall not include:

- A. Works of art that in no way identify a product or business and that are not displayed in conjunction with a for-profit enterprise; murals are considered works of art.
- B. Temporary decorations or displays directly incidental to and customary and commonly associated with the national, local, or religious holiday celebrations; or
- C. Traffic and other official signs and devices of any public or governmental agency.

Sign, Abandoned. A sign that depicts or refers to a product, business, service, activity, condition or person which has changed in such a manner that the sign no longer correctly identifies or describes him/her/it, or which no longer exists at the location referred to in the sign, or which, for at least six (6) contiguous months, no longer exists in any way or at any place, or which the sign has remained blank for the same period, or which no legal owner can be found.

Sign, Advertisement/Identification Flag. Includes flags or insignia that bear identification other than defined in “Sign, Government Flag.”

Sign, Attached. Any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) that encloses or covers usable space and does not extend more than twelve (12) inches from the building façade.

Sign, Banner. A temporary sign composed of cloth, canvas, plastic, fabric or similar lightweight, non-rigid material that can be mounted to a structure with cord, rope, cable, or a similar method, or that may be supported by stakes in the ground.

Sign, Billboard and/or Non-Premises. A sign that advertises products or services not sold, manufactured, or distributed on the premises on which the sign is located utilizing a monopole pylon-type sign structure.

Sign, Detached. Any sign connected to the ground, which is not an attached sign.

Sign, Detached Ground. A sign having a low profile, either made of or contained within stone, concrete, metal, wood, brick, or similar material, which does not exceed six (6) feet in height from the adjacent ground level.

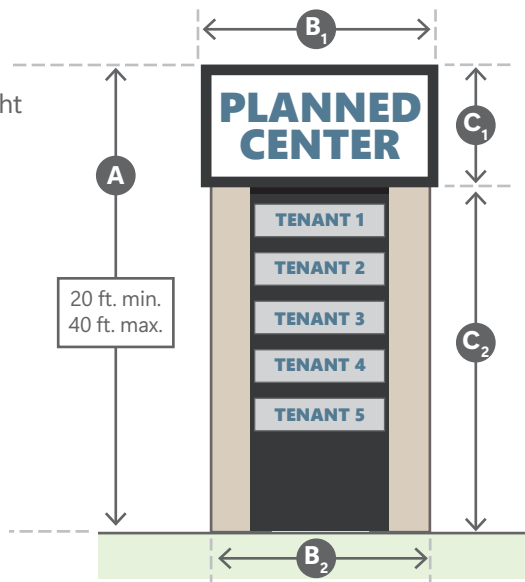
Sign, Directory. Any sign that identifies the names and locations of tenants in a multi-tenant building or in a development made up of a group of buildings. May provide text listings or include maps, site plans, or diagrams. Also see *Multi-use Sign*.

Directory Sign

- A** Max Height **C** Sign Height
B Sign Width

Gross Surface Area

$B_1 \times C_1$ (sq. ft.)
 $+ B_2 \times C_2$ (sq. ft.)
 Max. 1.5 times area allowed
 for single-use sign or 200 sq. ft.,
 whichever is less in
 Business, Industrial, and
 Agricultural Zoning Districts



Sign, Detached Pole, or Pole Sign. Any sign supported by one or more freestanding poles and having no guys or braces to the ground or to any structure.

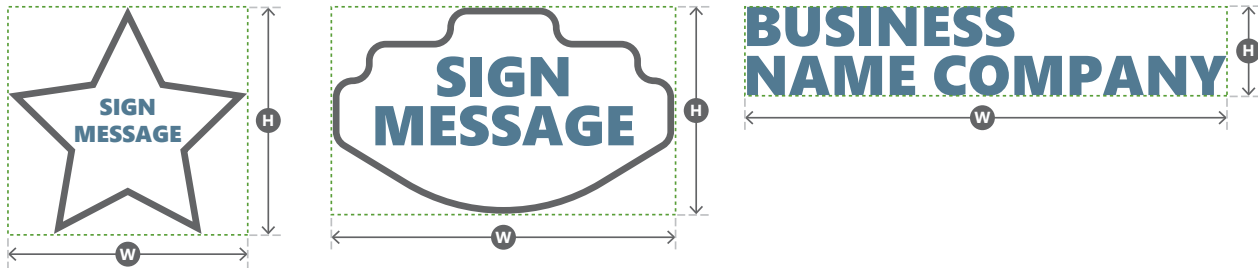
Sign, Effective Sign Area Measurement. The area enclosed by drawing one or more rectangles of horizontal and vertical lines that fully contain all extremities of the sign drawn to scale, exclusive of its supports. The measurement is to be calculated from the viewpoint that gives the largest rectangle of that kind as the viewpoint is rotated horizontally around the sign.

Effective Sign Area Measurement

H Sign Height

W Sign Width

$$\text{Area} = W * H$$



Sign, Digital or Electronic. A sign, display, or device that changes its message by a programmable electronic process, utilizes digital images or light emitting technology or employs electronic variable messages in any manner.

Sign, Government Flag. Flags or insignia of governments or fraternal, religious, civic or educational organizations and institutions that are not used in connection with a commercial promotion or to advertise a commercial product, service, business, activity or condition, or person.

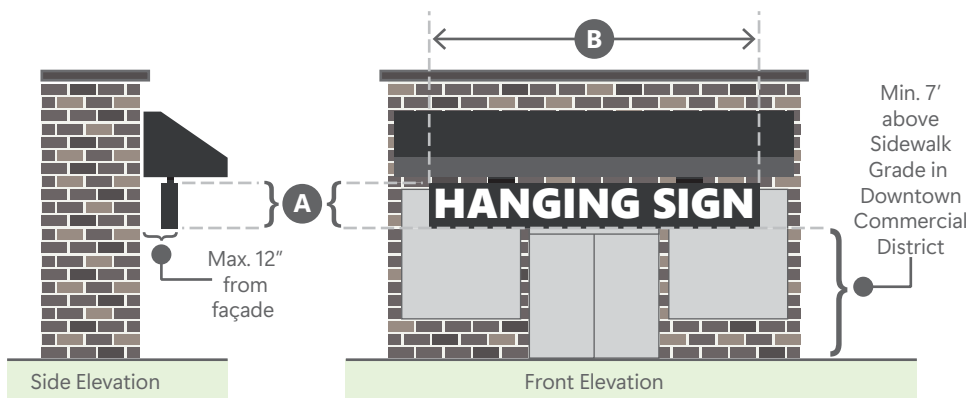
Sign, Hanging. A sign that is attached beneath an awning or canopy of a building.

Hanging Sign

A Sign Height **B** Sign Width

$$\text{Effective Area} = A \times B \text{ (sq. ft.)}$$

Max. 5 sq. ft. per face in Downtown Commercial District



Sign, Light Projecting. LED (Light Emitting Diode).

Sign, Meritorious Exception. Any sign which fails to conform to all applicable regulations and restrictions of this Code and for which a special permit has been issued.

Sign, Changeable Message. A sign whose face is designed and constructed in a manner capable of changing messages through a system of removable characters or panels attached to the face of the sign.

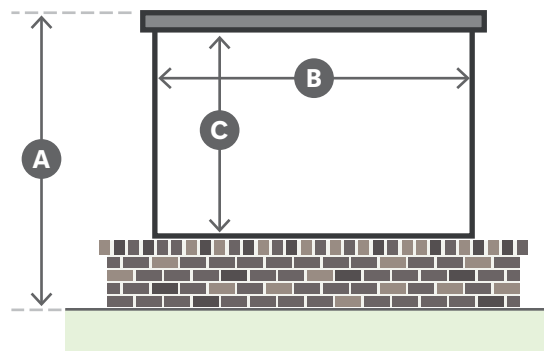
Sign, Multi-use. A freestanding identification sign that lists multiple businesses or uses on the same property. Also see Directory Sign.

Sign, Monument. A detached ground sign, other than a wind device sign, which is solid from the ground up, and is made of stone, concrete, metal, routed wood planks or beams, brick or similar materials, and no visible pole.

Monument Sign

- A Max Height C Sign Height
B Sign Width

Effective Area = B x C (sq. ft.)



Sign, Nameplate. Any sign showing only the name and address of the owner or occupant of the premises on which it is erected.

Sign, Non-Premises, Temporary Directional. A temporary sign, generally with a plastic, metal, or cardboard back and a wooden or steel stake, used to display advertising copy that pertains and provides directions to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the lot on which the sign is located. See Temporary Sign.

Sign, Obscene. A sign in which the dominant theme of material taken as a whole appeals to an unhealthy, excessive, or morbid interest in sex, is patently offensive as judged by the average person applying contemporary community standards relating to the description or representation of sexual matters, and is utterly without redeeming social value.

Sign, Movement Control. A sign that directs vehicular or pedestrian movement within or onto the premises on which the movement control sign is located.

Sign, Political. Any type of sign that refers only to the issues or candidates involved in a political election.

Sign, Portable and/or Display. A sign whose principal supporting structure is not permanently attached to the ground or building or designated to be permanently attached to the ground or building.

Sign, Premises. Any sign, the content of which relates to the premises on which it is located, referring exclusively to the name, location, products, persons, accommodations, service or activities on those premises, or the sale, lease or construction of those premises.

Sign, Projecting. A sign attached to a building or extending, in whole or in part, twelve (12) inches or more perpendicular to the surface of the building to which the sign is attached.

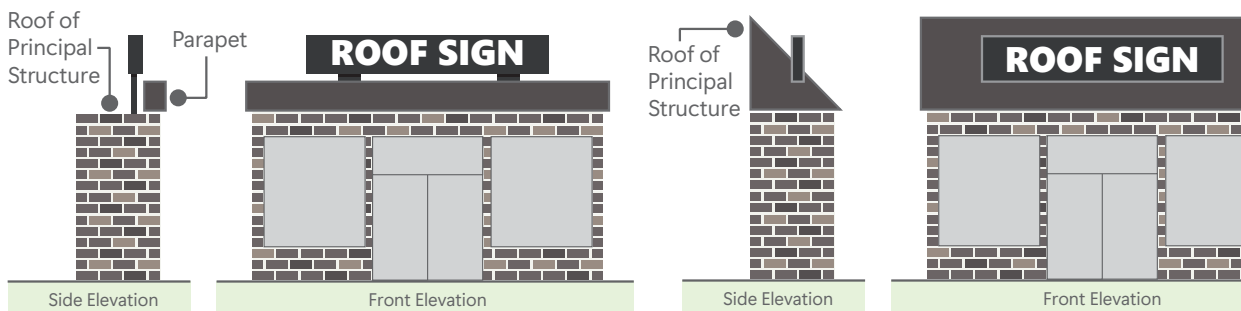
Sign, Protective. Any sign that is commonly associated with safeguarding the permitted uses of the occupancy.

Sign, Real Estate. Any on-premises temporary sign pertaining to the sale or rental of property and advertising property only for the use for which it is legally zoned.

Sign, Roof. Any sign erected upon, against or directly above a roof, or on top of or above the parapet of the building.

Roof Sign

Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the façade and not the roof for the purpose of attached sign location.



Sign, Sidewalk/Sandwich Board. A moveable sign not secured or attached to the ground or surface upon which it is located that's supported by its own frame. A common form of sidewalk sign may be referred to as a sandwich board sign that has the cross-sectional shape of the letter A. Sidewalk signs may also be in a form that has a cross-sectional shape of an upside-down letter T.

Sign, Special Purpose. A sign temporarily supplementing the permanent signs on the premises.

Sign Support. Any pole, post, strut, cable, or other structural fixture or framework necessary to hold and secure a sign, providing that said support is not used as a sign.

Sign, Temporary. A sign that is not permanent anchored to the ground, affixed to a structure, or mounted on a chassis, and is used in connection with a circumstance, situation or event that is designed, intended, or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, or is intended to remain on the location where it is erected or placed for a period of not more than thirty (30) days. Examples of these signs include, but are not limited to, banners, feather signs, air-activated graphics, or temporary yard signs (e.g., real estate signs, garage sales, yard sales, political signs, etc.).

Sign, Unsafe. Signs which are or become deteriorated, dilapidated, or in danger of falling or are otherwise unsafe and are subject to minor or major sign repair.

Sign, Vehicular. A sign that identifies a vehicle used for a particular business, however, not when the primary use of the vehicle is that of a sign.

Sign, Window. Any sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is intended to be viewable from the exterior (beyond the sidewalk immediately adjacent to the window), including signs located inside a building but visible primarily from the outside of the building.

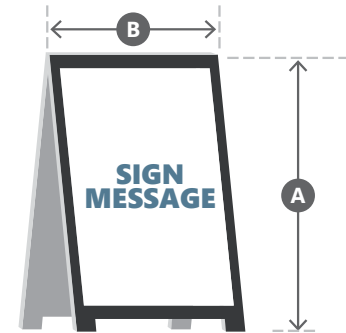
Sign, Wind-Driven. Any sign consisting of one or a series of two (2) or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Sidewalk/Sandwich Board Sign

A Max Height **C** Sign Height

B Sign Width

Effective Area = B x C (sq. ft.)



V

V.C.T.S., V.T.P.C., V.T.C.C.P., V.T.C.A. Such abbreviations refer to the divisions of Vernon's Texas Statutes Annotated.

Vinyl Graphics. An adhesive-backed sign made of vinyl film, generally applied to windows, floors, wall-mounted displays or vehicles. Vinyl graphics can range from stock letters and die-cut decals to custom computer-cut lettering, logos, and full-color photo wraps.

W

Work of Art. The expression or application of human creative skill and imagination. Within the context of signage, art entails the production of design source materials for built-environment visual communications. This can include handmade sketches or large-format murals or computer-generated design files.

Z

Zoning District, Agriculture. Any zoning district designated by the comprehensive zoning ordinance of the City as an agricultural district.

Zoning District, Business. Any zoning district designated by the comprehensive zoning ordinance of the City as a commercial and/or industrial district or any other business districts that should replace these or be added to them in the future.

Zoning District, Nonbusiness. Any zoning district not designated as a business district in accordance with the definition of "zoning district, business" or any nonbusiness district that should replace these or be added to them in the future.

SECTION 5: Prohibited Signage

The following signs are specifically prohibited, except as otherwise prescribed within this article.

A. Certain Illuminated Signs. No sign shall be illuminated from within or without to an intensity that causes glare or brightness to a degree that could constitute a hazard to the operation of motor vehicles upon a public street or interfere with the reasonable enjoyment of residential property. Moving, flashing, intermittently lighted, color changing, beacons, revolving projections, LED or similarly constructed signs shall not be allowed. Message signs in compliance with [Section 3.1406.F.](#) are allowed.

- B. Signs Containing Obscene Matter.** Obscene signs, as defined in [Section 3.1404](#), containing statements, words, symbols, or pictures of an obscene nature.
- C. Signs Interfering with Traffic.** Signs that imitate an official traffic sign or signal, or which contain the words “stop,” “go slow,” “caution,” “danger,” “warning” or similar words used on official traffic signs or signals. Signs which are of a size, location, movement, content, coloring, or manner of illumination which may be confused with or construed as a traffic-control device or which hide from view any traffic or street sign or signal, or which obstruct the view in any direction at a street or road intersection.
- D. Painting, Marking Streets, Sidewalks, Buildings, Utility Poles, Trees.** No person shall attach any sign, paper, or other material to, or paint, stencil or write any name or number (except house numbers) on, or otherwise mark on any sidewalk, curb, gutter, street, utility pole, tree, public building or structure unless authorized by this article or by the City Council or its delegated representatives.
- E. Signs In, On or Over Public Right-of-Way, Railroad Right-of-Way, Public Easements or Designated Fire Lanes.** No person shall place, erect, or allow to be placed or erected any sign in, on, or over public rights-of-way and easements, railroad right-of-way designated fire lanes except as erected by the City for public purposes. Detached signs shall maintain a setback as described in [Section 3.1407.B.2.a](#). (Table 1).
- F. Signs on Fences, Railings, Etc.** No person shall paint a sign or attach a sign, other than a nameplate, to the outside of a fence or railing. Agricultural signs are allowed as described in [Section 3.1411.F.13](#).
- G. Searchlights.** Searchlights are prohibited, unless specially permitted through the City Council. Searchlights may be allowed as part of a grand opening event with the issuance of a new occupancy permit once for a period up to four (4) days per site as long as it does not create an adverse impact on surrounding developments or the public health, safety, and general welfare. An application for such permit shall be submitted to the City thirty (30) days prior to the event and shall indicate the number of searchlights, time of use, intended purpose and location. If the use of the property should change, a new searchlight permit could be granted with the issuance of a new occupancy permit for the property.
- H. Miscellaneous.**
1. Signs that project above the fascia wall of any structure, strings of light bulbs not permanently mounted on a rigid background, used in connection with commercial premises for commercial purposes, other than traditional holiday decorations, and wind-driven signs shall be prohibited.
 2. Projecting signs are prohibited in all zones except as described in the commercial historic section of this article, [Section 3.1409.F](#).

3. Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the façade and not the roof for the purpose of attached sign location. The term “sign” herein shall not apply to a religious symbol, unaccompanied by lettering, when applied to the cornice, tower, or spire of a place of worship.
- I. **Handbills.** It shall be unlawful for any person to scatter, distribute, throw, or attach handbills, circulars, cards, tear sheets, or any other advertising device of any description along or upon any street, sidewalk, public park, or vehicle in the City.
- J. **Banners or Pennants.** Banners or pennants, other than those described in [Section 3.1407.C.4.](#) and [Section 3.1407.G.](#) are prohibited.
- K. **Luminous Gaseous Tubing Signs.** No luminous gaseous tubing sign within an enclosed building behind glass and visible outside the building from the public right-of-way through a window, except open signs, shall be permitted.
- L. **Billboards.** Billboards are prohibited.
- M. **Non-Premises Temporary Directional Signs.** Non-premises real estate directional signs as described in [Section 3.1404](#) shall be prohibited within the City limits.
- N. **Electronic Signs.** Electronic signs as described in [Section 3.1404](#) are prohibited.

SECTION 6: All Zoning Districts

The contents of this article are applicable to the corporate limits of the City only. The following general provisions apply to signs in all zoning districts.

- A. **Wind Load Requirements for Detached Signs.** Detached signs shall be engineered to withstand a wind load of thirty (30) pounds per square foot.
- B. **Removal of Abandoned Signs.** Abandoned signs shall be removed within ninety (90) days after such business ceases. On-premise signs may have the face replaced with a blank face of like material.
- C. **Repair of Damaged Signs.** Damaged signs shall be repaired or removed within ninety (90) days.
- D. **Illuminated Signs.** All illuminated signs shall bear the Underwriters' Laboratories, Inc. label or be built to comply with the Underwriters' Laboratories, Inc. requirements and shall be in conformance with the current electrical code. Additionally, illuminated signs shall comply with the following provisions:
 1. Any light used for the illumination of a sign shall be shielded so that the beams or rays of light shine directly onto the sign and not into surrounding areas.

2. Neither the direct nor the reflected light from any light source shall create a traffic hazard or distraction to operators of motor vehicles on public thoroughfares.
3. External illumination is allowed on the following signs:
 - a. Signs in the City's downtown commercial historical district;
 - b. Detached signs on tracts twenty-five (25) acres or greater in industrial zoning districts;
 - c. Ground signs in business districts; and
 - d. Institutional signs and apartment signs.
- E. Maintenance.** Any person having an interest in the sign for whom a permit is issued under this article shall maintain all parts and supports of the sign covered by such permit in good condition to prevent deterioration, oxidation, rust, and other unsightly conditions, as well as to prevent the sign being in a condition that would result in a hazard to public safety.
- F. Sign Inspections.** The inspector shall inspect as deemed necessary, each sign regulated by this article for the purpose of ascertaining whether the same is secure or insecure, whether it still serves a useful purpose, and whether it is in need of removal or repair.
- G. Non-electronic changeable message signs.** Non-electronic changeable message signs are allowed up to twenty (20) square feet and count toward the overall signage allowance.
- H. Off-Premises Directional Signage.** A business that shares a cross access across another property to a different street may be allowed one (1) off-premises directional sign. The directional sign may only display the name and logo of the business and an arrow. The sign can be no larger than eight (8) square feet and no more than six (6) feet in height.

SECTION 7: Business, Industrial, and Agricultural Zoning Districts

The following regulations shall apply to A, I, RC, NC, UMU, and UR zoning districts, as shown on the official zoning district map of the City.

A. On-Premises Attached Signs.

1. Sign Allowance.

- a. The following size limits apply to buildings with individual occupancies and to individual tenant spaces in buildings with multiple tenants. One or more attached signs may be erected on each façade of the occupied space. The signs may have a total area of 10% of the area of the façade to which the signs are attached, with a maximum aggregate area of 500 square feet per façade. Doors and windows shall be included in the calculation of the façade. The façade area shall be calculated by multiplying the width times the height, with a maximum calculated height of fifteen (15) feet. For structures exceeding fifteen (15) feet in height, allowable sign square footage shall be calculated as one and one-half (1-1/2) square feet for each linear foot of building fascia length.
- b. Length of an attached sign is limited to 75% of the lineal footage of the building or commercial space, whichever is less.
- c. A maximum of 1,340 square feet of attached on-premise signage shall be allowed, regardless of the number of facades or buildings associated with a single business or tenant.

2. **Sign Location.** Attached signs may be located on a building wall; but, if any part of the sign projects above the ceiling line of the first floor, then no window or part of a window shall be situated within or blocked by the flat wall sign. No such sign shall extend above the roof line of the building or more than twelve (12) inches from the building wall. Where such signs are located on mansard-style roofs, and the building fascia is not vertical, the bottom of such sign shall not project more than twelve (12) inches from said roof and the sign can be oriented in a vertical manner. The staff shall promulgate such graphic to illustrate sign location and orientation.

B. On-Premises Detached Ground or Pole Signs.

1. Pole signs shall be allowed only along the following linear segments of streets:
 - a. I-35 (Subject to regulations in [Section 3.1415.B.](#)).
 - b. 5th Street extending eastward from Keaton Road to its intersection with the northern terminus of Cowling Drive.

- c. 5th Street extending northward from FM 455 to I-35 Frontage Road.
 - d. FM 455 extending westward from 5th Street to its intersection with the northern terminus of Keaton Road and the southern terminus of Keaton Drive, except as otherwise regulated in [Section 3.1415.C](#).
 - e. If the stated linear segment does not reference a beginning or ending cross-street, the segment shall mean the entire length of such street within the corporate limits or from the stated cross-street to the corporate limits, as the case may be.
 - f. Overlay Districts. Notwithstanding the provisions of this section, signs located within the overlay districts established in [Section 3.1415](#) shall be subject to the additional regulations set therein. Where regulations conflict, the provisions of the specific Sign Overlay District shall govern.
2. The Board of Adjustment, upon specific application, may approve an exception to allow a pole sign at a location where prohibited herein if the council determines that a general condition of pole signs exists in the immediate vicinity and the proposed pole sign would be consistent with such established conditions.
- a. Pole Sign Regulations. Where allowed, pole signs shall conform to the following restrictions and limitations.

TABLE 1									
Planned Width of Adjacent Thoroughfare	0 to 70 feet			71 to 99 feet			100 feet or more		Interstate 35
Minimum width of lot frontage	50	100	150	50	80	100	100	200	125
Maximum square footage per side	20	30	40	50	60	70	80	100	150
Setback from street ROW line or any property line (feet)	5	5	10	10	10	15	15	15	15
Maximum height (feet)	*	8	10	25			25		50

* Pole sign not allowed. See regulations for ground signs which follow.

- b. Ground Sign Regulations. The maximum area of any ground sign as defined herein, is the area allowed by **Table 1**. The required setback from a street right-of-way line is three and one-half (3-1/2) feet. Required setbacks from other property lines are as specified by **Table 1**. The maximum height of any sign on a lot with less than one hundred (100) feet of street frontage adjacent to a street with a right-of-way of seventy (70) feet or less and does not exceed ten (10) feet in height, it may be considered a ground sign; provided that not less than one hundred twenty (120) square feet of its area is below a height of six (6) feet.
- c. Monument Signs and Directory Signs.
 - i. All monument and directory signs shall be compatible with the colors and materials of the building that is located on the same lot as the sign. Sculpted aluminum sign panels and plastic panel signs are allowed to be utilized on monument signs. Additional monument sign regulations are as follows:
 - (a) A directory sign that identifies a coordinated development site of more than one use, such as a shopping center, office center, or industrial park, may have a sign area not larger than one and one-half (1.5) times the area allowed for a single-use sign on the site, or a maximum of two hundred (200) square feet, whichever is less. Such sign may be single-faced or double-faced.
 - (b) A monument sign may contain a directory or listing of the occupants within a center or multi-use development; provided that the directory portion of the sign shall not exceed seventy (70) square feet or sixty (60) percent of the total sign area whichever is less. If a directory is utilized, the remainder of the sign area shall contain only the identification of the entire center or entire development.
 - (c) If a monument or directory sign area exceeds that allowed for a single use, no detached ground or pole sign is allowed for any single use within the center or development, or for any use listed in a directory on such sign.
 - d. When determining requirements for allowable detached ground or pole signs under the above table, first determine the right-of-way width adjacent to the subject lot, then determine the lot frontage. Next, determine the maximum square footage per side, setback from adjacent rights-of-way and the maximum height by reading vertically below the applicable lot frontage. To calculate the height of a sign, measurement shall be made from the top of the curb adjacent of the street upon which a sign faces or from the natural ground level, if above curb level,

to the top of the sign. Construction of a berm or earthen mound for the purpose of increasing height of signage is prohibited. For the purpose of calculating the distance from a street right-of-way line where the existing street right-of-way width is less than that required in the thoroughfare plan and subdivision ordinance, such distance shall be measured from the line of such right-of-way as required by such plan or ordinance (adding equal amounts to each side of the existing right-of-way) rather than from the existing right-of-way line. Freeways are as proposed by the thoroughfare plan of the City.

- e. No such sign shall be erected within twenty (20) feet of the street intersection, unless the bottom of the sign exceeds forty-two (42) inches in height above ground level, and the sign is set back from the right-of-way as stated in **Table 1**.
- f. If the lot on which a building or buildings are located has multiple right-of-way frontages and is three (3) acres or greater, two detached ground or pole signs are permitted (one per frontage) based on sign allowances in subsection B. of this section. If such a building or buildings are located on a lot less than three (3) acres, two detached ground or pole signs are permitted with a maximum of sixty (60) square feet per side, per sign and a maximum height of twenty (20) feet. On lots located at the intersection of a major thoroughfare and a freeway, two detached ground or pole signs are permitted, the size to be based on subsection B. of this section. All detached signs shall have a minimum of twenty (20) feet of separation from the largest permitted sign.
- g. If two of the allowable detached signs are combined into one detached sign, then the signage may exceed by fifty (50) percent the total allowable signage of the largest permitted sign up to a maximum of two hundred (200) square feet per side.
- h. When electrical service is provided to detached signs, all such electrical service shall be underground.

C. Automobile Dealership Signs.

1. Number Per Lot.

- a. Primary Detached Signs. There shall not be more than one (1) primary sign for each dealership up to a maximum of three (3) primary signs per dealership.
- b. Secondary Detached Signs. Secondary signs shall be permitted only if used for pre-owned automobiles and limited to one (1) per dealership.

2. Area, Location and Height Requirements.

- a. Primary Detached Signs. All primary detached signs shall conform to provisions within this section.
- b. Secondary Detached Signs. Secondary signs shall be limited to one-half of the area of the primary detached sign and a maximum of twenty-four (24) feet in height.

3. Minimum Separation. All signs shall be separated by a minimum distance of one hundred (100) feet.

4. Banners and Pennants. Such signage is allowed on light standards and poles, as long as signage does not exceed twenty (20) square feet per pole or sign and is not strung or affixed in any manner other than from brackets on single poles.

- a. Tattered, torn, or weathered banners and pennants are not allowed and shall be removed upon official notification by the building official.
- b. Banners and pennants indicating a special event to take place on the lot where the sign is located may be erected for no longer than thirty (30) consecutive days with a sixty (60) day separation between events.

D. Development Identification Signs. Project information or identification detached ground signs are permitted at the entrances of major offices or industrial park developments located on more than one lot and bisected by one or more publicly dedicated streets. They shall be allowed under the following size restrictions:

DEVELOPMENT IDENTIFICATION SIGN SIZE RESTRICTIONS

Size	Maximum Size (square feet)	Maximum Height (feet)
Under 10 acres	36	6
10 acres and above	64	8

Signs may be located at each corner of the intersection of an entrance street.

E. Real Estate Signs.

1. Generally. One real estate sign, not exceeding thirty-two (32) square feet in sign area and twelve (12) feet in height shall be permitted on tracts of fifty (50) acres or less, and not exceeding ninety-six (96) square feet in area and sixteen (16) feet in height for tracts of land over fifty (50) acres. On tracts of fifty (50) acres or greater with one thousand (1,000) feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and

sixteen (16) feet in height shall be permitted. The sign shall be removed no later than thirty (30) days after the closing of the real estate conveyance. For setback requirements, refer to subsection B. Table 1 of this section. Such signs shall not require a permit if they measure thirty-two (32) square feet or less.

2. Construction Sites. On building construction sites, one sign each shall be permitted for all participating building contractors and subcontractors, one each for all participating professional firms, one each for all participating lending institutions and one for each property owner on the construction site, subject to a maximum of three (3) signs for each construction site, each such sign to be thirty-two (32) square feet in sign area or less, and that such signs must be removed prior to the issuance of a certificate of occupancy for said building.

F. Non-Premises Signs. Non-premises real estate signs shall be permitted based on the following criteria:

1. One (1) such sign shall be permitted per area between one hundred (100) acres and two hundred forty-nine (249) acres;
2. Two (2) such signs shall be permitted per area between two hundred fifty (250) acres and four hundred ninety-nine (499) acres;
3. Three (3) such signs shall be permitted for five hundred (500) acres and three (3) additional signs shall be permitted for each five hundred (500) acres thereafter;
4. The allowable signage shall be based on the original size of the zoning area;
5. Real estate signs shall be allowed in all nonplatted zoning districts;
6. The size of such sign shall be a maximum of thirty-two (32) square feet and eight (8) feet in height unless adjacent to I-35 where ninety-six (96) square feet and sixteen (16) feet in height is allowed;
7. A permit shall expire after two (2) years. Said permit may be renewed upon request by the property owner for another two-year period;
8. A permit fee per sign as defined in the Fee Schedule in [Appendix A](#) shall be paid; and
9. There shall be a minimum separation between each sign of five hundred (500) feet.

G. Temporary Promotional Banners, Posters and Pennants.

1. Temporary promotional signs, including but not limited to, banners, posters, and pennants, containing but not limited to, the following verbiage: "Now Hiring," "Applications Here," "We Finance," "Open 24 Hours," "Sale," or "Price Special" shall be permitted, subject to the following guidelines:

- a. Permit Required. All promotional signage requires a permit. A maximum of four (4) permits are allowed for each calendar year. A separate permit is required for each thirty-day period promotional signage will be used. Promotional signs will be considered as a group and not as each individual sign, streamer, banner, etc.
- b. New Business. For a new business, such signage shall not exceed twenty-five (25) square feet and shall be included as part of the total allowable attached or detached signage. Such signage shall have a permanently affixed location, which is integrated and compatibly designed as a component of the building, canopy, fascia wall or detached sign. A grand opening sign shall be allowed in addition to the allowable signage for a 30-day period upon issuance of the certificate of occupancy. The fee for such signage shall be included as part of the original sign package, and no subsequent fees will apply if included as part of the permanent signage.
- c. Existing Businesses. For businesses that are existing at the time of the effective date of the ordinance from which this article derived, such signage shall be permitted on the building, canopy or fascia wall and shall not exceed twenty-five (25) square feet. There shall be a permit obtained for the manner of designated and affixing of temporary banners and a permit fee as defined in the fee schedule [Appendix A](#) shall be charged for each such location designation.
- d. Promotional Signage. Promotional signage is allowed for four (4) thirty-day periods each calendar year per legal business subject to the following:
 - i. A thirty-day period will commence on the first day promotional signage is displayed.
 - ii. The four (4) thirty-day periods shall not occur in the same or consecutive months.
 - iii. A legal business shall include any commercial, industrial, or institutional use for which the building inspection department has issued a certificate of occupancy.
2. Such signage shall not exceed the size specifications in [Section 7.G](#) and shall be considered as part of the overall sign allowance; and the means of attachment shall not be visible from the public right-of-way.
3. Businesses that erect signs under the provisions of this section shall not display a sign that states "Going out of business," "Quitting business," or similar message more than one (1) time.

4. Setbacks. The following setbacks apply. However, the setbacks may be increased for any promotional signage found by the City to block traffic visibility or constitute a traffic hazard:
 - a. Fifteen (15) feet from street right-of-way.
 - b. Ten (10) feet from property lines other than those property lines fronting the street right-of-way.

H. Signs in Interior of Windows.

1. For new and/or existing businesses that are food or non-food service establishments, such signage is permitted in the interior of windows without a permit, provided that not more than twenty-five (25) percent of the transparent area is occupied at one time.
2. Items of Information. An item of information is defined as a symbol, a word, a logo, an initial, an abbreviation or a group of numbers. The amount of information that any attached or detached sign can contain shall be based on the following criteria:
 - a. No sign shall display more than ten items of information.
 - b. Lettering three (3) inches in height or less is not included when determining an item of information.
 - c. Letters less than nineteen (19) inches high which are carved into the fabric of a building or decorative screening walls or attached securely to the wall are not counted as items of information; provided that they are not specially illuminated and are not constructed of a shiny material, or their color does not contrast sharply with that of the building surface, and they do not exceed two (2) inches in thickness.

I. Apartment Signs. All apartment complex signs located in business zoning districts shall conform to the provisions as defined in [Section 3.1408.E](#).

J. Murals.

1. Permit Required. An application and mural façade plan for installation or alteration of a mural shall be submitted for review by the Planning & Zoning Commission in a public meeting for recommendation, which application, mural façade plan, and recommendation shall then be submitted for review by the City Council in a public meeting for approval. The application, mural façade plan, and City Council's approval shall then be forwarded to the Director of Development Services for direction when issuing the permit. A sign permit is required before the placement of a mural.

2. Mural Façade Plan. All of the following materials must be submitted with a mural façade plan:
 - a. Drawings (elevation, site plan), photographs of building or property;
 - b. Written description, including materials used and how the mural will be affixed;
 - c. Color image of mural and artist's examples of past work, if any;
 - d. Written authorization from the property owner; and
 - e. Maintenance plan.
3. Only one (1) mural is permitted per building.
4. Murals do not count toward the overall signage allowance.
5. Murals are allowed to cover the entire wall area but may not exceed forty (40) feet above grade.
6. No mural shall be placed over glass openings for windows and doors or glass wall construction.
 - a. Exception. Temporary window paintings are permitted with written authorization of the property owner or his or her representative provided that the paintings are created using a water-soluble paint or other materials that can be easily removed without damaging the glass surface. Temporary window paintings shall not remain in place for more than forty-five (45) consecutive days.
7. Murals shall be painted with a weather-resistant paint.
8. Maintenance of Approved Murals.
 - a. Should the mural become faded, peeled, or severely weathered as determined by the Director of Development Services, the owner, or the person or firm maintaining the same, shall, upon written notice, repair or remove the mural or repaint the wall on which the mural is painted within sixty (60) days.
 - b. Standard of Maintenance. Notwithstanding any general requirement for signs to be maintained in a like-new condition or state of good repair elsewhere in this article, murals approved with an intentionally distressed appearance, approved Ghost Signs, and approved historic signs shall be maintained in a manner that preserves their approved appearance and character, including any documented and approved distressed, weathered, or faded elements. Maintenance shall focus on preventing

further unintended deterioration beyond the approved or documented historic state, ensuring structural stability, and protecting the underlying building fabric.

- c. Reference to Approval. The required state of maintenance shall be determined by reference to the approved Mural Façade Plan, Certificate of Appropriateness, permit documentation, or other official City records documenting the approved design, condition, and appearance at the time of approval or designation.
 - d. Materials and Methods. All materials and methods used for maintenance, repair, or restoration of murals, Ghost Signs, or Historic Signs, particularly those on historic buildings or within the Downtown Commercial District, shall be appropriate for the sign materials and the substrate to which they are applied. Treatment applied to masonry must be breathable and reversible where feasible, consistent with recognized historic preservation standards. Proposed materials and methods may require review and approval by the City through a permit or plan amendment process.
 - e. Neglect prohibited. This provision does not authorize the neglect of murals or signs. Deterioration resulting from a lack of maintenance beyond the approved distressed or historic character, or any condition creating a safety hazard, shall constitute a violation of this article.
- 9. Murals shall not contain commercial messages, logos, or branding intended to advertise a specific business, product, service, or event.
 - 10. Murals shall not be applied to a roof or other similar cover of a building or structure.
 - 11. Murals shall not face a residential neighborhood, unless separated by a major thoroughfare.

SECTION 8: Nonbusiness Zoning Districts

The following signs are permitted in nonbusiness zoning districts unless specifically stated within:

- A. Nameplates.** A nameplate, not exceeding two (2) square feet in area, containing only the name of the resident, the title of the person conducting a permitted home occupation, the name of the building and the sign of the agent.
- B. Institutional Signs.** An institutional sign, not exceeding twenty-five (25) square feet per face, and eight (8) feet in height, erected upon the premises of a church or other public or semipublic institution, for the purpose of displaying the name of the institution, and its activities or services. Such sign shall require a permit

and may be illuminated according to the provisions contained within [Section 3.1406.D](#).

- C. Real Estate Signs.** A real estate sign, nonilluminated, advertising the sale or development of a subdivision containing an area of not less than seven (7) lots or one (1) acre erected upon the property developed and advertised for sale; provided such sign is not in excess of thirty-two (32) square feet in size and eight (8) feet in height, and not more than one (1) such sign is placed per street frontage. Such signs shall be removed when the property is sold.
- D. Contractor's Signs.** A contractor's sign, nonilluminated, advertising the development or improvement of a property by a builder, contractor or other person furnishing service, materials or labor to said premises during the period of construction; provided any such sign is not in excess of thirty-two (32) square feet in size and eight (8) feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property, ninety-six (96) square feet is the maximum allowed.
- E. Apartment Signs.** One identification sign per multifamily development, provided such sign does not exceed twenty-five (25) square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed sixteen (16) square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within [Section 3.1406.D](#).
- F. Bed and Breakfast.** One attached sign shall be permitted on the premises. Such sign shall not exceed four (4) square feet in area and shall not include the word "hotel" or "motel."
- G. Development Identification Signs.** Project information or identification detached ground signs are permitted at the entrance of residential subdivisions. The maximum size shall be thirty-two (32) square feet per sign with a maximum height of six (6) feet. Signs may be located at each corner of the intersection of an entrance street.

SECTION 9: Downtown Commercial District

The downtown commercial district is the 200, 300, 400 and 500 block of Bolivar, the 600 block of Elm, the 200 and 300 block of north 4th, the 200 and 300 block of north 3rd and the 300 block of north 5th. All signs within this district shall adhere to the following criteria:

- A. Architectural and Historical Character.** Signs must be designated and constructed in keeping with the architectural and historical character of the downtown district. Signs are subject to review by the Director of Development Services and the Director's approval is a prerequisite for the issuance of a sign permit.

- B. Suggested and Prohibited Finishes.** Materials suggested for use for signs are finished hardwoods or softwoods. Materials not allowed include, but are not limited to, plastics, fluorescent materials, paper or florescent paints and LED.
- C. Signs on Multistory Buildings.** No sign shall be allowed above the top of the second story windows of a building.
- D. Hanging Signs.** Hanging signs shall be allowed when such signs have a minimum clearance of seven (7) feet from the sidewalk and do not extend beyond an awning or canopy projection.
- E. Projecting Signs.** Projecting signs shall have a minimum clearance from the sidewalk of eight and one-half (8.5) feet and shall not project more than five (5) feet from the building or more than fifty (50) percent of the width of the sidewalk adjacent to the building, whichever is less.
- F. Maximum Size.** Maximum size shall be based on the following:
1. For every one (1) linear foot of building primary or entrance frontage, one and one-half (1-1/2) square feet of sign area shall be allowed.
 2. Signboards on secondary side street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.
 3. Window signs shall cover no more than twenty-five (25) percent of the total glass area and this will count as one of the signs permitted.
 4. Each face of a hanging sign shall be no more than five (5) square feet.
 5. Projecting signs shall be no more than fifteen (15) square feet in size with a maximum sign height of three (3) feet from the top of the sign to the bottom.
- G. Number of Signs Permitted.** Two (2) signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.
- H. Secondary Entrance Signs.** One (1) secondary entrance sign is permitted.
- I. Menu Boards, Portable Signs, or Display Signs.** Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:
1. One such sign shall be permitted per primary entrance.
 2. Such signs may extend out a maximum of two (2) feet from the building, with the maximum distance parallel to the right-of-way being four (4) feet.
 3. A maximum of eight (8) square feet shall be permitted in the area of the sign or the area of the sidewalk used.
 4. Such signs shall be displayed during business hours only.
 5. Portable Signs on wheels are not permitted.

J. Murals. Murals shall be allowed, provided adherence to the following criteria:

1. Permit Required. An application and mural façade plan for installation or alteration of a mural shall be submitted for review by the Planning & Zoning Commission in a public meeting for recommendation, which application, mural façade plan, and recommendation shall then be submitted for review by the City Council in a public meeting for approval. The application, mural façade plan, and City Council's approval shall then be forwarded to the Director of Development Services for direction when issuing the permit. A sign permit is required before the placement of a mural.
2. Mural Façade Plan. All of the following materials must be submitted with a mural façade plan:
 - a. Drawings (elevation, site plan), photographs of building or property;
 - b. Written description, including materials used and how the mural will be affixed;
 - c. Color image of mural and artist's examples of past work, if any;
 - d. Written authorization from the property owner; and
 - e. Maintenance plan.
3. Limited to one exterior surface per site and shall cover no more than seventy-five (75) percent of the space on that surface.
4. Murals do not count toward the overall signage allowance.
5. Shall not be placed on the primary façade of the structure. In instances where the structure has two façades (at the intersection of two public streets), murals may only be placed on the non-primary façade.
6. Shall not be displayed on any fence, nor any building, or any portion of a building, which is used solely for residential purposes.
7. Shall be painted with a weather-resistant paint.
8. Should the mural become faded, peeled, or severely weathered as determined by the Director of Development Services, the owner, or person or firm maintaining the same, shall, upon written notice, repair or remove the mural or repaint the wall on which the mural is painted within sixty (60) days.
 - a. Standard of Maintenance. Notwithstanding any general requirement for signs to be maintained in a like-new condition or state of good repair elsewhere in this article, murals approved with an intentionally distressed appearance, approved Ghost Signs, and approved historic signs shall be maintained in a manner that preserves their approved appearance

and character, including any documented and approved distressed, weathered, or faded elements. Maintenance shall focus on preventing further unintended deterioration beyond the approved or documented historic state, ensuring structural stability, and protecting the underlying building fabric.

- b. Reference to Approval. The required state of maintenance shall be determined by reference to the approved Mural Façade Plan, Certificate of Appropriateness, permit documentation, or other official City records documenting the approved design, condition, and appearance at the time of approval or designation.
 - c. Materials and Methods. All materials and methods used for maintenance, repair, or restoration of murals, Ghost Signs, or Historic Signs, particularly those on historic buildings or within the Downtown Commercial District, shall be appropriate for the sign materials and the substrate to which they are applied. Treatment applied to masonry must be breathable and reversible where feasible, consistent with recognized historic preservation standards. Proposed materials and methods may require review and approval by the City through a permit or plan amendment process.
 - d. Neglect prohibited. This provision does not authorize the neglect of murals or signs. Deterioration resulting from a lack of maintenance beyond the approved distressed or historic character, or any condition creating a safety hazard, shall constitute a violation of this article.
9. Murals shall not contain commercial messages, logos, or branding intended to advertise a specific business, product, service, or event, except as provided herein:
- a. Incidental sponsorship.
 - b. Exception for historic signs in Downtown Commercial District. Notwithstanding the prohibition on commercial messages, existing and restored ghost signs or historic signs, as defined in [Section 3.1404](#), containing their original commercial content may be permitted within the Downtown Commercial District subject to the approval criteria and process outlined in [Section 3.1409.K](#).

K. Historic Commercial Signs and Ghost Signs.

- 1. Within the boundaries of the Downtown Commercial District, ghost signs and historic signs displaying their original commercial message, logo, or advertisement may be permitted, maintained, or restored, notwithstanding the general prohibition on commercial messages in murals found in [Section 3.1407.J.9](#).

2. Approval Required. The display, maintenance, or restoration of any ghost sign or historic sign under this section requires approval from the Planning & Zoning Commission and City Council, typically as part of the Mural Façade Plan review or a similar process established by the City. If a City historic preservation review process and Certificate of Appropriateness requirement is established, such approval shall also be required.
 - a. Review Criteria. Approval shall be based on findings that the sign meets the following criteria:
 - i. The sign qualifies as a ghost sign or historic sign under the definitions in [Section 3.1404](#).
 - ii. The sign is located on a building within the designated Downtown Commercial District.
 - iii. The sign, through its age, design, or association, contributes positively to the historic or architectural character of the specific building or the Downtown Commercial District as a whole.
 - iv. Any proposed restoration work utilizes materials and methods appropriate for the sign and the building substrate, consistent with the maintenance standards in Section 9.J.8 and recognized historic preservation practices. The restoration shall aim to stabilize and preserve the existing historic fabric and appearance, rather than creating a new sign that merely replicates a historic style.
 - v. The sign is structurally sound and does not pose a safety hazard.
 - b. Sign Allowances. Approved Ghost Signs or Historic Signs permitted under this section shall not be counted toward the maximum number or area of other signs permitted on the property under this Article.
 - c. Maintenance. Approved Ghost Signs and Historic Signs shall be maintained in accordance with [Section 3.1409.J.8](#).

SECTION 10: Multiple Building Lot Coordinated Signage

- A. **Planned Development District**. Notwithstanding anything contained in the foregoing, if property is developed in the planned development district, all signs on such property may be reviewed and approved as part of the overall development plan. Total signage allowed for all sites in the development may be aggregated and the total allowance redistributed. Sign locations, types and sizes may be varied, however, they must be consistent with site and landscape planning principles and will be part of the review process.

B. Compatibility of Design. All signs applied for under the provisions within this section are subject to the approval by the planning staff. The following criteria shall be considered:

1. The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.
2. The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.
3. The sign's relationship to proposed or existing landscaping.

SECTION 11: Nonconforming Signs; Removal of Signs by City; Exemptions

A. Generally. Signs existing at the time of the effective date of the ordinance from which this article is derived and in compliance with the then current ordinance and not in compliance herewith shall be regarded as nonconforming signs with the following exceptions:

1. Nonconforming signs may continue to exist until structurally altered, removed, or destroyed as an act of God or until the business in which they are advertising is no longer in existence.
2. Nonconforming off-premises signs must be removed within thirty (30) days of the effective date of this article.
3. Nonconforming banners and pennants must be removed within thirty (30) days of the effective date of this article.
4. Nonconforming portable signs must be removed within six (6) months of the effective date of this article.
5. Nonconforming signs that are structurally altered, relocated, or replaced shall comply immediately with all provisions of this article.
6. Nonconforming fence signs must be removed within thirty (30) days.
7. Any nonconforming sign which has been damaged by fire, wind, or other cause in excess of fifty (50) percent of its replacements cost shall be restored in conformance with the provisions of this article.

B. Removal of Certain Signs. All of the following signs shall be considered unlawful:

1. Any sign erected without a required permit, either prior to or after the adoption of this article.
2. Any sign erected in violation of the provisions of this article.
3. Any sign which is dangerous due to being electrically or structurally defective.

4. Said signs shall be removed from the property or premises in question, or such other defect as is specified shall be cured, upon written notification by the Development Services director or his designated representative to the owner of the property on which the sign is located and/or the permittee of the sign. The notification required by this provision shall state that if the sign is not removed or the specified defect is not cured within the prescribed timeframe from the date of the notice, a citation may be issued.

C. Removal of Public Nuisance/Hazardous Signs. The Development Services director or his designated representative shall, without the requirement of notification or impoundment, order the immediate removal and disposal of the following signs:

1. Any nonpermanent sign erected or existing that constitutes a traffic hazard.
2. Any nonpermanent sign erected in, on or over a public right-of-way or easement or designated fire lane, either prior to or after the adoption of this article, except those nonpermanent signs in the Downtown Commercial District ([Section 3.1409](#)).
3. A person is responsible for the violation if the person is the permit holder, owner, agent, or person having the beneficial use of the sign and a citation may be issued.

D. Recovery of Impounded Signs. Impounded signs may be recovered from the Development Services Department by the owner within fifteen (15) days by paying a fee as defined in the Fee Schedule in [Appendix A](#).

E. Disposal of Impounded Signs. Signs not recovered within fifteen (15) days of impoundment may be disposed of by the City in any manner it shall elect.

F. Exemptions Generally. The following signs may be erected and maintained under the exceptions and conditions listed and shall not require a permit, provided all other provisions of this article are met:

1. Public Signs. Noncommercial signs erected by or at the direction of a public officer in furtherance of the public interest in the performance of his public duty.
2. Public, Charitable, Educational or Religious Signs. Temporary signs announcing any noncommercial public, charitable, educational, or religious event or function may be installed only on private property, with the consent of the property owner, for a period of not more than twenty-one (21) days prior to the event and shall be removed within twenty-four (24) hours following the event. The maximum sign area shall be limited to twenty-four (24) square feet on each sign face.
3. Integral Signs. Names of buildings, dates of erection, monumental citations and commemorative tablets that are carved into stone, concrete or similar permanent materials and constructed as an integral part of a structure.

4. Nameplates. One (1) nameplate per public entrance per business, not exceeding three (3) square feet of sign area per face.
5. Private Signs. Signs not visible beyond the boundaries of the lot or series of contiguous lots under the same ownership on which they are located or that are not visible from any public right-of-way.
6. Garage Sale Signs. Garage sale signs may be installed only on private property with the consent of the property owner. Said signs shall not be installed earlier than 12:00 p.m. on the immediately preceding day before the sale and must be removed within twenty-four (24) hours following the sale. The maximum sign area shall be limited to four (4) square feet on each sign face. A garage sale permit is required.
7. Menu Boards. Eating establishments with drive-through service are permitted two (2) menu boards per premises, limited to thirty-six (36) square feet in area and six (6) feet in height.
8. Window Signs. Window signs are exempt from the provisions of this article, providing not more than twenty-five (25) percent of the transparent window area is occupied at any one time.
9. Gasoline/Service Station Signage. Signs located beneath a canopy that do not advertise the premises are exempt, including, but not limited to, the following information: "Self-Service," "Full-Service," "Unleaded Gasoline" and "Regular Gasoline." Governmentally mandated signage and signage contained within the individual pumps are also exempt. In addition, ten (10) square feet of signage is permitted per side under the canopy per set of gasoline product dispensers. Signage located beneath the canopy that is intended to advertise to individuals using the gasoline product dispensers only, and not intended for advertisement to the public right-of-way, is exempt. Letters less than three (3) inches in height shall not be counted as art of the sign allowance.
10. Government Signs. Government signs are allowed, as defined in the definitions in [Section 3.1404](#), provided that each such sign does not exceed forty (40) square feet. One advertisement/identification flag or three government flags are permitted with a maximum of three (3) such signs per premises.
11. Political Signs. Such signs that satisfy the requirements of [V.T.C.A. Election Code 259.003](#).
12. Real Estate Signs. Such signs shall be nonilluminated, shall not exceed six (6) square feet in area per face, and shall pertain to the sale or lease of the premises.

13. Agricultural Signs. One sign, advertising agricultural uses, not exceeding thirty-two (32) square feet in area and eight (8) feet in height, shall be allowed per owner. On large tracts that exceed one-fourth (0.25) mile of public right-of-way frontage, said owner may have one (1) sign per one-fourth (0.25) mile or portion thereof. Agricultural signs may be placed on the fence.
14. Vehicular Signs. Vehicular signs are allowed for the purpose of identifying a vehicle used for a particular business (i.e. delivery service, professional business, construction trailers, etc.) but not when the primary use of the vehicle is that of a sign. The vehicle must be licensed, insured, and inspected (street legal).
15. Protective Signs. The occupant of any premises may erect two (2) protective signs in accordance with the following provisions.
 - a. Each sign must not exceed two (2) square feet in area.
 - b. Detached signs must not exceed two (2) feet in height.
 - c. Letters must not exceed four (4) inches in height.
16. Movement Control Signs. Movement control signs may be erected at any occupancy or any premises, other than a single-family or duplex premises, and may be attached or detached and may be erected without limit as to number; provided that such signs comply with all other applicable requirements of this article. The occupant of any premises who erects a movement control sign shall comply with the following requirements:
 - a. Each sign must not exceed four (4) square feet in area and a maximum of six (6) feet in height.
 - b. If a sign is an attached sign, the letters must not exceed six (6) inches in height.
 - c. Each sign must convey a message which directs vehicular or pedestrian movement within or onto the premises on which the sign is located.
 - d. Not more than fifty (50) percent of such sign may be used for advertising or identification.

SECTION 12: Meritorious Exceptions

- A. Application for Meritorious Exception.** Application for meritorious exception shall be applied for by the responsible party of the premises and the owner of the premises shall consent to such exception.
- B. Application Fee.** Fees for an application for a meritorious exception sign shall be based on the fee schedule as defined in [Appendix A](#).

C. Late Fee. If a sign is erected, placed or maintained in violation of the provisions of this Article prior to any authority, permission, or approval of the City to do so, and an application for meritorious exception is sought, there shall be a paid by the applicant for such meritorious exception a late fee as defined in [Appendix A](#). Payment of the late fee does not excuse full compliance with the provisions of this Article.

D. The following procedures apply to a meritorious exception:

1. In the development of these criteria, a primary objective has been ensuring against the kind of signage that has led to low visual quality. On the other hand, an equally primary objective has been guarding against overly controlled signage.
2. It is not the intention of these criteria to discourage innovation. It is entirely conceivable that signage proposals could be made that, while clearly nonconforming to this article, and thus not allowable under these criteria, have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment.
3. The Board of Adjustment may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

SECTION 13: Variances and Appeals

A. Variance procedure. Requests for variances to sign regulations shall be made in writing and heard by the Board of Adjustment at a public hearing. An application requesting a variance to the sign regulations may be obtained from the Development Services Department. The application requires written authorization from the property owner before being filed.

1. Before the 10th calendar day of the date of the public hearing conducted by the Board of Adjustment, written notice of the public hearing shall be sent by its deposit in the United States mail to each owner, as indicated by the most recently approved municipal tax roll of property within two hundred (200) feet of the property on which the variance is proposed. The notice shall include a description of the time and place of such hearing, a description of the location of the subject property, and a description of the requested variance. In addition, the notice shall be published in the official newspaper of the City stating the time and place of such hearing, a minimum of ten (10) calendar days prior to the date of the public hearing.

2. In order to approve a request for a variance, the Board of Adjustment shall determine that the requests meets three of the following four criteria as well as criteria stated in the state statute, [V.C.T.A. Local Government Code 211.009](#) et seq., as amended:
 - a. The proposed sign shall not adversely affect the adjacent property (visibility, size, and the like);
 - b. The proposed sign shall be of a unique design or configuration;
 - c. The variance is needed due to restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be erected; or
 - d. The variance will substantially improve the public convenience and welfare and does not violate the intent of this article.
3. The decision of the Board of Adjustment shall be final as to administrative remedies. No appeal to the Board of Adjustment for the same variance on the same piece of property shall be allowed prior to the expiration of two (2) years. Any variance granted by the Board of Adjustment expires unless a permit securing the variance has been applied for within ninety (90) days from the date of the decision.

B. Appeals of Code Enforcement Administrator's interpretation/decision. Any appeal of an administrative interpretation or decision issued in connection with the requirements of this article must be in writing and received by the Director of Development Services within fifteen (15) days after the date of the written notice of such decision. The Director shall hear and decide the appeal. An appeal of the Director's decision shall be made to the City Manager or his or her designee. Appeals to the City Manager shall be made in writing within ten (10) calendar days from the date of the Director's decision and shall be submitted to the City Manager or his or her designee. An appeal of the City Manager's decision shall be made to the City Council. Appeals to the City Council shall be made in writing within ten (10) calendar days from the date of the City Manager's decision and shall be submitted to the City Council. The City Council's decision on the appeal shall be final.

SECTION 14: Regional Commercial District

The regional commercial district is the area surrounding the intersection of Interstate 35 and Farm-to-Market Road 455, as shown on the map attached to Ordinance 10-16-12.

- A. Maximum Height.** Properties that do not have frontage on either I-35 or FM 455 are permitted to install their attached signage up to a maximum of ten (10) feet above the roof of the building or the height of the parapet, whichever is greater.
- B. Detached Signage.** Businesses are permitted to place their allowed nonpylon detached signage on an adjacent site that fronts on either thoroughfare with the agreement of the adjacent property's owner. The agreement with the adjacent property's owner must be demonstrated in writing and submitted to the building official along with the required permits for the sign or signs.

SECTION 15: Sign Overlay Districts

- A. Purpose and Conflict.** The purpose of Sign Overlay Districts is to apply specific sign regulations tailored to the unique characteristics and goals of designated corridors or areas. Where regulations within a Sign Overlay District conflict with the general regulations of [Section 3.1407](#), the provisions of the Sign Overlay District shall govern. Where the boundaries of overlay districts defined within this section overlap on a single property, and the regulations of those districts conflict, the following rules shall govern:
 - 1.** For properties located within both the Interstate 35 Corridor Sign Overlay District and the FM 455 Corridor Sign Overlay District, the applicable sign regulations shall be determined as follows:
 - a.** Properties possessing frontage on the Interstate 35 ROW or its associated frontage road shall be governed by the regulations set forth in [Section 3.1415.B](#), including the allowance for pole signs as specified therein.
 - b.** Properties not possessing frontage on the Interstate 35 ROW or its associated frontage road shall be governed by the regulations set forth in [Section 3.1415.C](#).
- B. Interstate 35 Corridor Sign Overlay District.** The purpose of the Interstate 35 Corridor Sign Overlay District is to establish specific sign regulations for properties within the visual influence Interstate 35, ensuring effective identification for businesses targeting primarily automobile customers, while maintaining safety and aesthetic quality consistent with the goals of this Article.
 - 1. Boundary.** The Interstate 35 Corridor Sign Overlay District includes all properties where any portion of the property lies within one-thousand (1,000) feet as measured perpendicularly from the right-of-way line of Interstate 35 on both the east and west sides thereof, extending for the entire length of Interstate 35 within the corporate limits of the City of Sanger. The precise boundaries are delineated on the City of Sanger's Official Zoning Map.

2. Regulations. Subject to the conflict resolution provisions in [Section 3.1415.A.](#), the following regulations shall apply to on-premises pole signs for properties located within this overlay district and zoned A, I, RC, NC, UMU, or UR (or other districts where pole signs are permitted), and shall supersede the dimensional requirements found in [Section 3.1407.B](#), Table 1:

I35 CORRIDOR SIGN OVERLAY DISTRICT	
Minimum Width of Lot Frontage	125 Feet
Maximum Square Footage Per Side	250 Square Feet
Setback from Street ROW Line or any Property Line	20 Feet
Maximum Height	50 Feet

3. Applicability. All other applicable provisions of Article 3.1400 shall remain in full force and effect within this overlay district unless explicitly modified herein or by the conflict resolution provisions above

C. FM 455 Corridor Sign Overlay District. The purpose of the FM 455 Corridor Sign Overlay District is to ensure that signs located along this major arterial provide effective means of identifying their premises and the goods and/or services sold on the premises to primarily automobile customers, while restricting the types of signs adjacent to the Urban Downtown Area and creating harmonious signage in scale with building elements.

1. The Map of the FM 455 corridor can be found in City of Sanger’s Official Zoning Map.
2. Signs within this corridor shall conform to the following size, location, and height restrictions based on geographic segments as defined below.

FM 455 SIGN OVERLAY DISTRICT	
From Western Border of intersection at FM 455 and Creekview Road to N. 7th Street	No more than 100 total square feet
	No more than 100 feet from centerline
	Heights of not taller than 20 feet
From N. 7th Street to N. 2nd Street	No more than 50 total square feet
	No more than 50 feet from centerline
	Heights of not taller than 20 feet
From N. 2nd Street to ETJ boundary near intersection of FM 455 and McReynolds Road	No more than 100 total square feet
	No more than 100 feet from centerline
	Heights of not taller than 20 feet

3. Sign Requirements.

- a. Type. Subject to the conflict resolution provisions stated above, all signs within the FM 455 Corridor Sign Overlay District shall be monument signs. Pole signs are prohibited, except as may be permitted under the conflict resolution rules for properties with Interstate 35 frontage. The copy area shall be framed on all four sides by at least six (6) inches of masonry, rock, or other material compatible with the colors and materials of the fascia of the building located on the same lot as the sign. Sculpted aluminum sign panels and plastic panel signs are allowed to be utilized on monument signs.
- i. A monument sign may contain a directory or listing of the occupants within a center or multi-use development; provided that the directory portion of the sign shall not exceed sixty (60) percent of the total sign area.
- ii. No advertisement signs shall be permitted.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance 06-13-25, a rewrite of Chapter 10 Subdivision Regulations, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language based on best practices
- Improved Procedures section and established separate sections for each application series (Section 4-9)
- Implemented administrative procedures for plat approvals
- Integrated responsive language to legislative changes
- Rebuilt Development Services forms as fillable PDFs
- Aligned ordinance with comprehensive plan
- Eliminated hard coded fees and replaced with reference to Appendix A (Master Fee Schedule)
- Addressed conflicting regulations
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 06-13-25
Exhibit A

CITY OF SANGER, TEXAS

ORDINANCE 06-13-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, BY REPEALING AND REPLACING CHAPTER 10 SUBDIVISION REGULATIONS, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-13-25 amending Chapter 10, Subdivision Regulations; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 10 Subdivision Regulations is amended as provided in **Exhibit A**.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the same

would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this **16th** day of **June**, 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A



ARTICLE 10.100 **SUBDIVISION ORDINANCE**

ADOPTED MMMM DD, YYYY



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SECTION 1: **Adopted**

These regulations, authorized by [Chapter 212](#) of the Texas Local Government Code, shall govern every person, firm, association or corporation owning any tract of land within the city limits of the City of Sanger who may hereafter divide the same into two (2) or more parts for the purpose of laying out any subdivision of any tract of land or any addition to said City, or for laying out suburban lots or building lots, or any lots, streets, alleys, parks or other portions intended for public use, for the use of purchasers or owners of lots fronting thereon or adjacent thereto.

SECTION 2: **Definitions**

A

Acreage, Net. The acreage included within the boundary line of a subdivision, tract, parcel, lot, etc., but excluding all public ways.

Addition. Lots, tracts, or parcels of land lying within the corporate boundaries of the City which is intended for the purpose of development.

Administrative Officers. Every officer referred to by title, i.e., city manager, city attorney, city engineer, director of public works, etc., and shall be the person so retained in this position by the City or his duly authorized representative.

Agricultural Purposes. Farming and/or ranching, not residential, commercial or any other use.

Alley. A minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street and designed for the special accommodation of the property it reaches and not intended for general travel or primary access.

Applicant. A developer submitting an application for development.

B

Build. To erect, convert, enlarge, reconstruct, restore, or alter a building or structure.

Building. Any structure designed, used, or intended to be used for human occupancy or use or to support the human occupancy or use of land, including mobile homes.

Building Line. A line beyond which buildings must be set back from the right-of-way line or property line.

C

Camper. See *Recreational Vehicle*.

City or the City. The City of Sanger, Texas.

City Council. The duly elected governing body of the City.

City Engineer. The City Engineer of the City, the City's consulting engineers, or their duly authorized representatives.

City Manager. The City Manager of the City.

Code. The City of Sanger Code of Ordinances.

Commercial Tract. Any tract containing any type of land-use except for single-family detached residential and two-family (duplex) residential uses and agriculture use. Requirements and standards for religious and educational land uses shall be the same as the character of the predominant surrounding land use. Nothing contained in this definition shall be considered as limitations to or repeal of the definitions set forth in the City's fire prevention code.

Commission. The official City Planning and Zoning Commission of the City as appointed by the City Council. See *Planning and Zoning Commission*.

County or the County. Denton County, Texas.

Cul-De-Sac. A short residential street having but one vehicular access to another street and terminated by a vehicular turnaround.

D

Developer. The legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

Development. Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, paving, drainage or utilities, but not agricultural activities.

Development Exaction. Any dedication of land or easements for, construction of, or monetary contribution toward construction of a public improvement required as a condition of plat approval by the City under these regulations.

Director of Development Services. The individual who manages all development capabilities of the City, including all planning and zoning activities, building

inspections and Code enforcement, or his or her designee.

Director of Public Works. The individual who manages, administers, and directs operations of the City's Public Works Department.

DRDCT. Deed Records of Denton County, Texas.

E

Easement, Emergency Access. A private street, alley or paved place dedicated to the public for the purpose of providing access to adjacent structures by emergency vehicles such as fire equipment, police or ambulances, the boundaries of which are continuously and permanently marked.

Engineer. Whenever used without a prefix, shall refer to a registered professional engineer retained by a subdivider.

Escrow. A deposit of cash with the City in accordance with City Code.

Extraterritorial Jurisdiction or ETJ. The unincorporated area outside of and contiguous to the corporate boundaries of the City as defined and established in accordance with [Chapter 42](#) of the Local Government Code.

F

Floodplain. Area of land lying below the fully developed 100-year water surface elevation or Federal Emergency Management Agency Base Flood Elevation, whichever is greater.

Floodplain Development Permit. A permit required before any development activity occurs within a floodplain or Federal Emergency Management Agency designated Special Flood Hazard Area. This shall require a separate submittal to the Floodplain Administrator.

Flood Study. A study performed for a specific land disturbance site that examines, analyzes, evaluates, or determines the hydraulic and hydrologic characteristics of flood hazards for a site or an area of interest.

Floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base (100-year) flood without cumulatively increasing the water surface elevation more than a designated height (1.00 feet).

Frontage. The side of a lot, parcel or tract abutting a street right-of-way and ordinarily regarded as the frontal orientation of the lot.

Fully Developed Conditions. All existing developed areas that reflect current land use or current zoning, and all existing undeveloped areas that reflect anticipated future land use designated by zoning classification, by the City, or by an accepted concept plan.

H

HUD-Code Manufactured Home. A single or multi-section home which requires transport to the site and installation that was built on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, and as defined by Article 5221f, Revised Civil Statutes of Texas, now or as hereinafter amended.

HUD-Code Manufactured Home Subdivision. A development of a single lot divided into more than one stand for the placement of HUD-Code Manufactured Homes, accessory uses, and service facilities, meeting all requirements of this Code and any applicable deed restrictions and state laws.

L

Lot. Land occupied or to be occupied by a building and/or accessory building and including such open spaces as are required by City Code and having its principal frontage on a public street or officially approved place.

Lot Improvement. Any building, structure, work of art or other object or improvements of land on which they are situated, whether immediate or future, which includes streets, alleys, utilities, drainage modifications, access modifications including curb cuts and other similar activities covered by these regulations. Lot improvements include off-site work accomplished for the betterment of removed building lots.

Lot of Record. A lot which is part of a subdivision, the plat of which has been recorded with the County Clerk, Denton County; or a parcel of land, the deed for which was recorded with the County Clerk, Denton County, prior to November 1961.

M

Main, Approach. An off-site main which brings water or sewer service to the subdivided property.

Main, Border. A water or sewer main located in a roadway, alley or utility easement abutting the perimeter of the property of a subdivider.

Main, Sewer or Sewer. Used without any prefix shall refer to a sanitary sewer (excluding service lines).

Main, On-Site. A water or sewer main located in a roadway, alley, or easement within the perimeter of the property of a subdivider and which provides service only within a subdivider's property.

Main, Oversize. A water or sewer main which the system's master plan requires or which the City elects to construct or have constructed of larger diameter than that required to provide service to the property of a subdivider.

Main, Public. A pipe or conduit which is a part of a public water distribution system (excluding service lines).

Main, Private. A pipe or conduit which is not part of the public water distribution center and is maintained by a private entity.

Manufactured Housing. Any residential structure which is fabricated off-site (in whole or in part) and is assembled on the lot to a permanent foundation. Structures of this type include modular homes, prefabricated homes, or any other structure commonly classified as manufactured housing.

Master Plan. The comprehensive plan of the City and adjoining areas as adopted by the City Council and the City Planning and Zoning Commission, including all its revisions. This plan indicates the general location recommended for various land uses, transportation routes, public and private buildings, streets, parks and other public and private developments and improvements.

May. Permissive.

Mayor. The duly elected presiding officer of the City Council of the City.

Mobile Home. A moveable structure built before June 15, 1976, and used primarily for residential purposes and any structures driven or towed to a site by the same conveyance.

Mobile Home Park. Areas for renting or leasing sites for Mobile Homes.

N

NCTOG. North Central Texas Council of Governments.

O

One Hundred Year Water Surface Elevation. The water surface elevation established by hydrologic/hydraulic analysis of a stream, river, creek, or tributary based upon the 100-year rainfall event. This elevation is considered to be the fully developed (ultimate) or effective (existing, Base Flood) water surface elevation, whichever is higher.

Open Space. That part of any lot or tract that is used for recreational purposes, both passive and active, but not including areas used for parking or maneuvering of automobiles or drives or approaches to and from parking areas.

Owner. An all-inclusive term denoting the person with primary responsibility toward the City to see that these subdivision rules and regulations and the City Code are complied with. The term includes person, firm, corporation, partnership or agent, attorney-in-fact, manager or director, developer. Such term as used in this chapter always includes one (1) or more of the persons enumerated in this section who own all or any part of the land which is contemplated to be developed.

P

Planning and Zoning Commission. The body of seven (7) appointed members charged with the responsibility of reviewing for approval all subdivisions, preliminary plats and final plats in the City. See *Commission*.

Plat, Conveyance. A record of property approved by the City for the purpose of sale or conveyance in its entirety or interests thereon defined.

Plat, Development. A plat reflecting new construction or the enlargement of any exterior dimension of any building, structure, or improvement on property previously final platted or not required to be platted.

Plat, Final. A map or drawing prepared according to the provisions of this ordinance, and containing all surveying and legal data, dedications, and certificates necessary to the recording of same in the plat records of the County.

Plat, Preliminary. A map or drawing on which is shown the subdivider's proposed arrangement of streets, lots, easements and other public spaces and facilities in the subdivision, and which is intended for review and study by the City, and not for recording.

PRDCT. Plat Records of Denton County, Texas.

Private Road. See *Street, Private*.

R

Recreational Vehicle or RV. A vehicle, either self-propelled or towed, which is not classified as a Travel Trailer or HUD-Code Manufactured Home that is so constructed to permit occupancy for sleeping purposes.

Recreational Vehicle Park. A parcel of land which is used solely for the rental or lease of lots for transient campers, trailers, motor homes, or temporary parking of any other Recreational Vehicle that is not a Hude-Code Manufactured Home.

Replatting. A process, also referred to as resubdivision, that modifies any part or all of any block or blocks of a previously platted subdivision, addition, lot, or tract.

Residential Tract. Any tract of land developed for the purpose of single-family detached or two-family domestic living (religious and educational institutions may also be included). Requirements and standards for religious and educational institutions shall be the same as the character of the predominant surrounding land-use.

Resubdivision. See *Replatting*.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main or for another special use. The usage of the term “right-of-way” for land platting purposes means that every right-of-way established as shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Right-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

S

Service Line. A water or sewer pipe running from the water or sewer main to the property to which water or sewer service is given.

Sewer, Sanitary. A pipe or conduit for water-carried wastes from residences, business buildings, institutions, and industrial establishments, and to which storm, surface and ground water are not normally admitted, and which is a part of the public sewage collection system.

Sewer, Storm or Storm Drain. A pipe, conduit or channel which carries storm and surface water and drainage but excludes domestic sewage and industrial wastes.

Shall. Wherever used in the Code, will be interpreted in its mandatory sense.

Standard Specifications. The document published by the North Central Texas Council of Governments entitled “Standard Specifications for Public Works Construction” and all subsequent revisions thereto and other specifications as adopted by the City.

Standard Specifications and Codes of the City. All improvements constructed within the City and shall be in accordance with all revisions, as adopted by the City.

Street. A way for vehicular traffic, whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street, Collector. A street which is continuous through several residential or other districts and is intended as a connecting street between such districts and thoroughfares, highways, or business districts.

Street, Commercial. Any street situated so that fifty percent (50%) or more of the property abutting it is zoned for other than low-density residential development.

Street, Dead-End. A street, other than a Cul-De-Sac, with only one (1) outlet.

Street, Private. Any road or street that is not dedicated to the City and is maintained by the property owner.

Street, Residential. A street which is intended primarily to serve traffic within a neighborhood or limited residential district which is used primarily for access to abutting properties and which is geometrically designed to discourage high speeds and through traffic.

Street Right-of-Way Width. The shortest distance between the lines which delineate the rights-of-way of a street.

Subdivider. An individual, firm, association, syndicate, partnership, corporation, or other organization dividing or proposing to divide land, or making improvements to such land, to affect a subdivision of land hereunder for himself, or for itself, or for another.

Subdivision. Any division of any lot, tract, or parcel of land into two (2) or more parts for the purpose of sales or of building development, whether immediate or future. It also includes re-subdivision or re-platting of land, lots, or tracts. Divisions of land for agricultural purposes in parcels of five (5) acres or more shall not be included within this definition, unless any such division of five (5) acres or more includes the planning or development of a new street or extension of public utilities.

Subdivision, Short-Form. Any subdivision plat which meets the requirements therefore contained in this article.

Surveyor. A licensed land surveyor or a registered public surveyor, as authorized by the state statutes to practice the profession of surveying.

T

Telecommunications Service. The transmittal of voice, data, image, graphics, and other communications between or among points by wire, fiber optics, or other similar facilities, as well as the rental, lease, or furnishing of the facilities to accomplish such transmittal, but does not include the provision to the public of any “wireless service,” as defined by law, and does not include long distance transmissions.

Telecommunications Service Provider. Any person that supplies Telecommunication Services to others within the City in exchange for money or other value.

Thoroughfare. A principal traffic thoroughfare continuous across the City, intended to connect remote parts of the City, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways.

Thoroughfare Plan. The official map depicting the City’s existing and future street system and roadway network, together with explanatory text. The Thoroughfare Plan includes the thoroughfare map.

Travel Trailer. Any vehicle or similar portable structure which is not more than eight (8) feet wide or longer than forty (40) feet and can be legally moved on state highways without a special permit, and having no foundation other than wheels, jacks, or skirting, and so designed or constructed as to permit occupancy for sleeping purposes.

U

Utility Easement. An interest in land granted to the City, to the public generally, and/or to a private utility corporation, for installing or maintaining utilities across, over or under private land, together with the right to enter thereon with machinery, vehicles, and people necessary for the maintenance of said utilities.

Used for. Includes the phrases, “arranged for,” “designed for,” “intended for” and “occupied for” and shall apply exclusively to physical uses.

V

Valley Storage. The water volume between the water surface and the ground surface that occupies a given reach of a river. For the purpose of this manual, the valley storage is computed with respect to the 100-year water surface elevation.

Variance. A modification from the terms of this Code, as applied to a specific tract of property, if the modification is not contrary to the public interest and, due to special conditions, a literal enforcement of the Code would result in unnecessary hardship, and so that the spirit of the Code is observed, and substantial justice is done.

SECTION 3: Purposes, Authority, and Jurisdiction

Under the authority of [Chapter 212](#) of the Texas Local Government Code, as amended, which is hereby made a part of these regulations, the City does hereby adopt the following regulations to control the subdivision of land within the corporate limits of the City and in the unincorporated areas lying within the ETJ of the City, in order to provide for the orderly development of the areas and to secure adequate provisions for traffic, light, air, recreation, transportation, water, drainage, sewage and other facilities.

Any owner of land inside or within the ETJ of the City wishing to subdivide such land shall submit to the Planning and Zoning Commission a plan of subdivision which shall conform to the minimum requirements set forth in these regulations. Any owner subdividing his land into parcels of greater than ten (10) acres each for agricultural or single-family use and not involving new streets or the extension of public utilities shall be exempt from these requirements.

No subdivision plat shall be filed for record and no lot in a subdivision inside of or within the ETJ of the City shall be improved or sold until the plat shall have been considered and approved by the Planning and Zoning Commission. The City shall have the authority to prohibit the installation of public utilities in unapproved subdivisions and to prohibit the issuance of building permits for structures on lots in an unapproved subdivision.

All property not subdivided into lots, blocks and streets, or property to be resubdivided within the City or within its ETJ, shall hereafter be laid out under the direction of the Planning and Zoning Commission and no other subdivision will be recognized by the City.

Any violation of any provision of this article outside the corporate limits of the City shall not constitute a misdemeanor nor shall any fine be applicable to a violation within the ETJ of the City, however, a district court shall have the power to grant any or all types of injunctive relief in such cases.

SECTION 4: Procedure

A. Pre-Application Conference

1. Prior to the filing of a plat, the subdivider shall request a pre-application conference with the Director of Development Services, Fire Marshal, and City Engineer concerning compliance with the Master Plan, the ultimate land use of the proposed development, the suitability of the location of the proposed subdivision, the most advantageous subdivision plan, the arrangement of streets, alleys and lots, and the layout of utility lines and availability of service from trunk mains.
2. No applications may be submitted to or accepted for filing with the Director of Development Services during the pre-application conference.
3. No application required by this chapter will be accepted for filing until after the subdivider completes a pre-application conference.
4. No rights derived from [Chapter 245](#) of the Texas Local Government Code, as amended, shall accrue from any pre-application conference, development review process or documents offered for review in connection therewith. There shall be no vested rights based on a pre-application conference.

B. General Application Contents

1. Application contents generally. All applications and filings shall meet the requirements as defined by the subdivision application checklist and engineering standards, as exists or may be amended, which shall be established and maintained by the Director of Development Services and City Engineer, respectively.
 - a. Filing Procedure.
 - i. All Plats shall be filed with the Director of Development Services, who will make a preliminary study of the plat. Any plat which is found to be incomplete or requires significant changes shall not be accepted for filing and shall be returned to the subdivider for additions or changes before resubmission.
 - ii. All applications and filings for approval required by this chapter shall be filed electronically with the Director of Development Services.
 - iii. All applications and filings for approval required by this chapter shall be accompanied by a letter of intent to the Director of Development Services providing the subdivider's name and address, the contact information of the person(s) preparing the submitted documents, and designating a point of contact for future correspondence. The letter shall also state the intent of the plat application, briefly describing the

location, amount of land, and particulars as to the intended use(s) of the property and requesting that the plat be reviewed and considered by the appropriate approval body, such as the Planning and Zoning Commission or Director of Development Services.

- iv. The subdivision application checklist, as it exists or may be amended, shall prescribe the procedures for filing.
 - v. All applications and filings shall occur only on official development services schedule dates, published as part of the subdivision application checklist.
 - vi. If an application or filing is rejected by the Director of Development Services, then it is not considered filed under this chapter or the law or regulation governing the application or filing, including [Chapter 212](#) of the Texas Local Government Code, if applicable.
 - vii. An application must be considered complete and officially filed in accordance with [subsection C.3](#) of this section prior to being processed for review and consideration.
- b. Development review schedule dates. The Director of Development Services shall publish schedules of the official development review processing dates.
 - c. Fees required. No plat will be considered filed with the City until and unless the prescribed application fees as defined in [Appendix A](#) of this Code have been paid.
 - d. Delinquent city taxes on property. An application shall not be deemed complete, nor shall it be approved, if there are delinquent city taxes on the subject property.
2. Modification of applications prior to approval. The subdivider may modify a complete application following its filing and prior to the expiration of the period during which the City is required to act on the application only in accordance with the following conditions:
- a. If the modification is for revisions requested by the City, and the modification is received at least fourteen (14) calendar days prior to the time scheduled for decision on the application, the application shall be decided within the original period for decision (from the original official filing date) prescribed by this chapter.
 - b. Any other modifications to an application will not be accepted.

C. Initiation, complete application, and expiration

1. Initiation by owner. An application required under this chapter may be initiated only by the owner of the land subject to the application, or by the owner's duly authorized representative. If the applicant is a representative of the property owner, the application shall include a written and notarized statement from the property owner, such as a duly executed "power of attorney," authorizing the representative to file the application on the owner's behalf.
2. Applicability. The procedures within this section shall apply to all applications that are required by the City and submitted in accordance with this chapter.
3. Determination of completeness. Every application shall be subject to a determination of completeness by the Director of Development Services. An application must be determined to be complete in order to be accepted for review by the City.
 - a. The application shall only be accepted by the Director of Development Services for processing when it is accompanied by all documents required by, and prepared in accordance with, the requirements of this chapter. A typographical error shall not, by itself, constitute an incomplete application.
 - b. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this chapter.
 - i. If the application does not contain all information as defined by the application checklist, as it exists or may be amended, and/or does not conform to all standards required by any ordinance, law, or regulation governing the application, then it shall be considered incomplete. The subdivider shall be notified in writing within ten (10) business days if the submitted application is incomplete.
 - ii. The City shall reject all incomplete applications and provide written notice of the rejection to the subdivider by one of the following methods: mail, email, delivery service, or hand delivery or other delivery method of written notice by the Director of Development Services. The written notice need not identify all reasons why the application was deemed incomplete. If the notice contains one or more reasons why the application was deemed incomplete, addressing the reason(s) identified in the notice does not guarantee acceptance of a subsequent application.
 - iii. If the application is determined to be complete, the application shall be processed as prescribed by this chapter.

- (d) It is not guaranteed that an accepted, complete application will be approved, if after the application is deemed complete, it is determined that the application does not comply with this chapter and all other applicable laws or regulations.

4. 30-day action extension request.

- a. Request. An applicant may submit in writing a request to extend the 30-day action in relation to the decision time for plats of thirty (30) days, as mandated by state law.
- b. Received. If the applicant requests an extension, such request must be received by the municipal authority on or before the eleventh (11th) calendar day prior to the municipal authority's deadline to act at which action would have to be taken on the application (based on the 30-day requirement in state law). Extension requests that are not received by that day shall not be considered properly submitted, and action shall be taken on the application at such meeting as scheduled.
- c. Requirements maintained. Submission of a request to extend the 30-day action, and acceptance of such waiver by the municipal authority, shall not be deemed in any way a waiver of any requirement within this subdivision chapter. A waiver from requirements herein is a separate and distinct process.

5. Official filing date. The 30-day time period established by state law for taking action on an application shall commence on the official filing date of the complete application pursuant to the development services schedule, published as part of the subdivision application checklist. The official filing date shall be defined as the date the application is deemed complete by the responsible official in the manner prescribed by subsection C.3.

- D.** No officer or employee of the City shall perform, or cause to be performed, any work upon any streets or in any addition or subdivision of the City, unless all requirements of these regulations have been complied with by the owner of the addition or subdivision.
- E.** The City hereby defines its policy to be that the City will withhold improvements of any nature whatsoever, including the maintenance of streets, issuance of building permits or furnishing of sewage facilities and water service, until the subdivision plat has been approved by the Planning and Zoning Commission. No improvements shall be initiated, nor any contracts executed until this approval has been obtained.

- F.** Any owner or developer of any lot, tract or parcel of land located within the corporate limits of the City or within its ETJ who may wish to affect a subdivision of such land shall conform to the general procedure described as follows:
- 1.** The subdivider shall prepare and submit a Preliminary Plat to the Director for Development Services in accordance with [Sec. 5 Preliminary Plat](#) for subdivisions not eligible for the Short-Form Subdivision procedure;
 - 2.** In the case of a proposed phased development, the subdivider shall file a preliminary plat showing the entire proposed subdivision, the various phases by which the subdivision will be developed, and lots that will be sold within the phase to be developed upon approval of the final plat the Planning and Zoning Commission. If the subdivision is to be developed in phases or units, an overall master development plan for street, drainage, water and sewer improvements shall be submitted to the City Engineer by the subdivider's engineer at the time the first phase of construction is submitted for approval. This overall plan shall show the layout of streets and easements, lot configurations, water and sewer main locations and sizes, fire hydrant locations, manhole locations and drainage improvements;
 - 3.** After approval of the preliminary plat by the Director of Development Services the subdivider may then prepare a Final Plat in accordance with Sec. 6 Final Plat of all or a portion of the land included in the preliminary plat for submission to and approval by the Planning and Zoning Commission;
 - 4.** Upon completion of required public facilities and acceptance by the City or the filing of a performance bond by the developer which covers said facilities that are not complete, copies of the approved final plat in the number determined by the director of development services shall be submitted to the county clerk for recordation with Denton County. The recording of the final plat shall be the responsibility of the Director of Development Services;
 - 5.** In subdivisions approved for phased development no building permits shall be issued by the building official until the public improvements, including installation of franchise utilities, within that phase are completed and accepted by the City;
 - 6.** The subdivider shall include in the conditions of sale for each lot within the subdivision a notice to the purchaser that no certificate of occupancy shall be issued for any structure or building constructed therein unless and until the Planning and Zoning Commission has approved and accepted that phase of the subdivision;
 - 7.** All proposed improvements are to be installed or constructed at the subdivider's own cost and expense, unless otherwise noted herein; and
 - 8.** Where a plat of a lot of record of undivided property is proposed to be subdivided and meets the criteria for abbreviated procedures set forth under

the [Sec. 7 Short-Form Subdivision](#), and provided all the requirements therein have been met, the subdivider may submit a final plat to the Planning and Zoning Commission for approval. Where circumstances in the opinion of the Director of Development Services warrant, such plat may receive administrative approval, which action shall authorize the building official to issue a building permit for improvements on said parcel

SECTION 5: Preliminary Plat

A. Procedure for approval of preliminary plat.

1. On reaching conclusions as recommended in [Sec. 4 Procedure](#), any owner or developer of any lot, tract or parcel of land located within the corporate limits of the City or within its ETJ who may wish to affect a subdivision of such land shall have prepared a preliminary plat for submission to the city for staff approval of subdivisions not eligible for the Short-Form Subdivision procedure.
2. The preliminary plat as described in [subsection B](#) shall be submitted electronically to the Director of Development Services on the dates specified in the development services schedule and shall include a formal request for consideration by the Director of Development Services.
3. A preliminary plat is required for all new subdivisions, phasing of any master subdivisions, and replats.
4. A fee set by the approved fee schedule per plat as defined in [Appendix A](#) shall be collected by the Director of Development Services when a preliminary plat is submitted to the city for staff approval. The plat will not be reviewed or considered in any respect until such fee has been collected and the deliverables required on the subdivision application checklist are provided.

B. Form and content of preliminary plat. The plat shall be drawn to a scale of not to exceed one inch equals hundred feet (1" = 100') maximum. The preliminary plat shall show or be accompanied by this information:

1. Legal description (metes and bounds) with total acreage.
2. Description and location of all permanent survey monument pins, control points, and ties and reference to the survey corner at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The point of beginning (POB) shall be clearly marked including state plane coordinates, NAD 83.
3. An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded

plat or permanent markers established by and approved by the City Engineer.

4. An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
5. Northpoint and date.
6. Scale (both graphic and written) appropriate for the level of detail and not to exceed one inch equals one hundred feet (1"=100'), unless otherwise approved the Director of Development Services.
7. Legend for any symbols used.
8. Location/vicinity map showing the location of the subject property, existing and proposed streets and thoroughfares covering an area at least one thousand feet (1,000') outside the proposed subdivision.
9. Title block with the following information:
 - a. Plat type (ex: "preliminary plat", "final plat", etc.);
 - b. The title or name of the proposed subdivision, which must not be so similar to that of an existing subdivision as to cause confusion;
 - c. Total number of lots and HOA/open space lots;
 - d. Survey name and abstract number;
 - e. Gross acreage;
 - f. Right-of-way acreage if dedicated;
 - g. Date of preparation and subsequent revisions;
 - h. Block with name(s), address, phone number, and email of preparer, owner, developer, engineer, and/or surveyor.
10. Existing Features.
 - a. Location and dimension of all boundary lines (accurate in scale) with dimensions and bearings including lot lines, building lines, and City limits lines (if within two hundred (200) feet of the subject tract).
 - b. The location, name, and width of all existing or platted streets or other public ways within or adjacent to the tract, parks, existing permanent structures, land dedicated within or contiguous to the subject property, railroads, rights-of-way, easements, and other important features, such as

abstract lines, political subdivision or corporation lines, and school district boundaries.

- c. Existing sewer mains, water mains, drainage culverts or other underground structures within the tract and immediately adjacent thereto with pipe sizes, grades, locations, and dimensions indicated, if available.
- d. Contours with intervals of two (2) feet or less, referred to mean sea level datum. In areas where the terrain is relatively flat, supplementary contours shall be shown so that the average horizontal distance between said lines does not exceed two hundred (200) feet.
- e. Subdivision name of adjacent properties from the PRDCT or ownership information for adjacent unplatted properties from the DRDCT with recording information.
- f. Location of existing fire hydrants and fire lanes, if available.

11. New Features.

- a. The proposed streets and their names, alleys, easements, blocks, lots, building lines, etc., with principal dimensions. The width of rights-of-way (from centerline to both edges as well as from edge to edge) for streets and alleys and the proposed pavement width shall be shown.
- b. Length and radii of all street segments.
- c. Curve table for all streets, drives, and alleys.
- d. Acreage or square footage of rights-of-way dedicated should be shown, including corner clips and deceleration/turn lanes on the plat.
- e. Lot and block numbers (lot number are numbers; and block numbers are letters), square footage, and other description according to the real estate records of the City or county auditor and recorder; also, designation of the proposed uses of land within the subdivision.
- f. All parcels of land intended to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision, together with the purpose or limitations of such reservations.
- g. The proposed layout, numbers, setback lines and approximate dimensions of proposed lots, blocks, parks, etc.
- h. Location of proposed fire hydrants and fire lanes.

- i. USPS Postmaster approved location of mailboxes (if cluster mailboxes).
- j. Proposed building line with square footage of the lot and proposed use.
- k. Proposed parking layout.
- l. Table showing the following information:
 - i. Listing of the lots with square footage and the associated lot widths at the front building line.
 - ii. Square footage of the total building footprint and of each land use (if available).
 - iii. Number of required and provided parking spaces.
 - iv. Required and provided total landscaped area and front yard landscaped area.
- m. Existing and proposed FEMA 100-year floodplain boundaries and elevation. Include minimum finished floor elevations (minimum 2 feet above the 100-year elevation) of all lots adjacent to floodplain. If the site does not contain a floodplain, note that: "No 100-year floodplain exists on the site." A floodplain reclamation study will be required with final plat if necessary.
- n. Submittals for preliminary plats shall include plans, documents, and information adequate for the review of the provision of public improvements to the properties involved. This includes but is not limited to streets, water service, wastewater service, franchise utilities, street lighting, and stormwater detention (ex: preliminary drainage plan, preliminary utility plans, floodplain study, traffic impact study, etc.).
- o. One (1) electronic copy of the typical cross-sections of proposed streets showing the width of pavement, type of pavement and location and widths of sidewalks when not in conformance with standard details.
- p. Digital Approval Section. A digital signature block, including a timestamp, shall be placed on the face of each preliminary plat by the subdivider. The signature block shall appear in the upper right corner on the face of each preliminary plat and bear a label which reads: "Approved for Preparation of Final Plat."

C. Processing of preliminary plat.

1. The City Engineer shall check the preliminary plat as to its conformity with the and the standards and specifications set forth or referred to herein.

2. Within thirty (30) days after the preliminary plat application is accepted, the Director of Development Services shall approve or disapprove such plat, or conditionally approve it with modifications. The subdivider shall be informed by mail or e-mail of the action taken.
3. The Director of Development Service's approval or conditional approval of a preliminary plat shall be deemed as an expression of approval of the layout submitted on the preliminary plat as a guide to the installation of streets, water, sewer, and other required improvements and utilities, and to the preparation of the final plat. Approval or conditional approval of a preliminary plat shall not constitute automatic approval of the final plat.
4. Approval or conditional approval of a preliminary plat shall be effective for a period of one hundred eighty (180) days after the approval date.
5. If a final plat for the subdivision, or a portion thereof, has not been submitted, or if a change in requirements has not occurred which would affect the preliminary plat, at the end of the one hundred eighty (180) days after approval, then Director of Development Services may declare the preliminary plat null and void, unless the subdivider has requested and received an extension of time.

D. Exceptions. Where the subdivider may request exceptions or a waiver of these regulations or disagrees with the intent or interpretation of the requirements set forth herein, the Director of Development Services may submit such requests of the subdivider to the Planning and Zoning Commission with recommendations for either an approval or disapproval.

SECTION 6: Final Plat

A. Procedure for approval of final plat.

1. The submission of a preliminary plat and its approval by the City Engineer shall be a condition precedent to the acceptance of an application for a final plat.
2. Final plat may not be submitted until the civil engineering plans are sufficiently complete as determined by the City Engineer.
3. All changes, alterations, and modifications required on the preliminary plat and from the civil plan review shall be incorporated into the final plat.
4. The final plat may constitute only that portion of the approved preliminary plat which the subdivider proposed to record and develop at that time, provided that such portion conforms to all requirements of these conditions.
5. The final plat shall be submitted to the Planning and Zoning Commission through the Director of Development Services on the dates specified within

the development services submission schedule. The plat shall be transmitted electronically and shall include a formal request for consideration by the Planning and Zoning Commission.

6. A fee set by the approved fee schedule per plat as defined in [Appendix A](#) shall be collected by the Director of Development Services when a final plat is submitted to the city for staff approval. The plat will not be reviewed or considered in any respect until such fee has been collected and the deliverables required on the subdivision application checklist are provided.
7. The final plat shall be accompanied by a letter from the electric, gas, and water companies stating that all easements are satisfactory for the installation and maintenance of their respective utilities. The letter shall be accompanied by an electronic copy of the final plat showing the proposed utility plans. No letter shall be required from service providers where the City is the sole provider of electric or water service.

B. Form and content of final plat.

1. The plat shall be printed on white bond paper measuring twenty-four (24) inches by thirty-six (36) inches. The scale shall not exceed one inch equals hundred feet (1" = 100') maximum. The drawing shall be neat, legible, and suitable for filing for record in the office of the county clerk of Denton County. The paper quality shall be durable and free of any tears, folds, or blemishes. Patching and pasting of paper or other attachments are not acceptable. Allowance shall be made for a one-half (1/2) inch border at the top, bottom, and right edges of the sheets, and a one and one-half (1-1/2) inch border at the left edge of the tracing sheets.
2. The final plat is to be reviewed electronically by city staff prior to submitting prints and tax certificates for filing. A printed copy are only required after approval by the Planning and Zoning Commission.
3. When more than one sheet is used for a plat, a key map showing the entire subdivision on a smaller scale shall be shown on the first sheet.
4. The final plat may constitute all or only a portion of the approved preliminary plat, but any portion thereof shall conform to all the requirements of these regulations unless an exception has been granted by Director of Development Services or Planning and Zoning Commission.
5. If final plats are submitted for approval for portions or sections of the proposed subdivision, each portion or section shall carry the name of the entire subdivision but shall bear a distinguishing letter, number or subtitle. Block letters shall run consecutively throughout the entire subdivision, even though such subdivision might be finally approved in sections.
6. The final plat shall show or be accompanied by this information:

- a. The plat shall be drawn to a scale shall not exceed one inch equals hundred feet (1" = 100') maximum, unless otherwise approved in advance by the Director of Development Services.
- b. The boundary marked with heavy weighted lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (1) in fifty thousand (50,000) for the plat boundary), exact acreage to the hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- c. The name and address of the owner, subdivider, and engineer.
- d. The name of the licensed state land surveyor or registered public surveyor making the survey and preparing the plat.
- e. The name of the proposed subdivision.
- f. Subdivision name of adjacent properties from the PRDCT or ownership information for adjacent unplatted properties from the DRDCT with recording information.
- g. North point, date, scale, and acreage being subdivided.
- h. True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by distances and bearings, where applicable.
- i. Description and location of all permanent survey monument pins, control points, and ties and reference to the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- j. An accurate location of at least two (2) corners of the subdivision with reference to an original corner of the original survey of which the subdivision is a part or an existing permanent monument on an approved and recorded plat or permanent markers established by and approved by the City Engineer.

- k.** An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- l.** The exact layout, including:
 - i.** Street and/or alley names;
 - ii.** The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents;
 - iii.** All existing and proposed easements for right-of-way, public services, utilities, or any other easements and any limitations of the easements;
 - iv.** Show centerline of existing street. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline;
 - v.** All lot numbers and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second.
- m.** The accurate location, material, and approximate size of all monuments.
- n.** The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
- o.** A signed and notarized copy of private restrictions (if any), that are filed for record in the office of the county clerk shall be provided with the final plat.
- p.** 3" x 3" recording box in the lower right-hand corner.
- q.** A title block with the following information shall be provided on each page:
 - i.** Plat type (ex: "preliminary plat", "final plat", etc.);
 - ii.** The title or name of the proposed subdivision, which must not be so similar to that of an existing subdivision as to cause confusion;
 - iii.** Total number of lots and HOA/Open Space lots;
 - iv.** Survey name and abstract number;
 - v.** Gross acreage;

- vi. Right-of-way acreage, if dedicated;
- vii. Date of preparation and subsequent revisions.
- r. Standard notation to be added on the plat:
 - i. "All lots comply with the minimum size requirements of the zoning district."
 - ii. "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
 - iii. "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/property owner. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
 - iv. "Notice – selling a portion of this addition by metes and bounds is a violation of state law and is subject to fines and withholding of utilities and building permits."
 - v. "This plat does not alter or remove existing deed restrictions, if any, on this property."
 - vi. "Minimum finished floor elevations (min. FFE) are at least two (2) feet above the 100-year floodplain." – Add this note only if subject property is within or adjacent to the floodplain: "The subject property does not lie within a 100-year floodplain according to Community Panel No._____, dated _____, of the National Flood Insurance Rate Maps for Denton County, Texas."
 - vii. "The purpose of this plat is ____[state the purpose]_____."
 - viii. "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)".
- s. City limits line, if within two hundred (200) feet of the subject tract.
- t. Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand (1,000) feet outside the proposed subdivision.
- u. One electronic copy of approved civil/construction plans along with GIS/Cad files for all approved public improvements.
- v. *Reserved.*
- w. For conveyance plats only: All conveyance plats must be titled

“conveyance plat” and carry the following text:

“Conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law.”

- x.** Certification by a registered public surveyor or licensed state land surveyor, registered in the State of Texas, to the effect that the plat represents a survey made by him or under his direct supervision and that all monuments shown thereon have been verified and exist, and that their location, size and material are correctly shown. Such surveyor’s certificate may be prepared as follows:

State of Texas
County of Denton

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.
(Engineer or surveyor seal)

Licensed Professional Engineer OR
Registered Public Land Surveyor
Texas R.P.L.S. No. _____.

Date

- y.** A certificate of ownership and dedication of all streets, alleys, parks and playgrounds to public use forever, signed and acknowledged before a notary public, by the owner or authorized representative and lien holder of the land, and a complete and accurate description of the land subdivided, and the streets dedicated. Such owner’s certificate may be prepared as follows:

State of Texas
County of Denton

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, acting herein by and through its duly authorized officer does hereby adopt this plat designating the hereinabove described property as _____ (lot/lock/subdivision), an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this ____ day of _____, 20__.

_____, owner

_____, Title and Company (if applicable)

State of Texas

County of Denton

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public in and for the State of Texas”

(X) The following certificate shall be included on the plat in a manner that will allow the signatures of the designated officials and the affixing of the City seal.

 Chairman
 Planning & Zoning Commission
 City of Sanger, Texas

 Date

- z.** Certificate from City tax collector and from the proper official of other taxing agencies within whose jurisdiction the proposed subdivision lies showing that all ad valorem taxes, liens and fees have been paid on the tract to be subdivided.

C. Processing of final plat.

- 1.** The Director of Development Services shall check the final plat for conformity with the requirements of this chapter and transmit his or her recommendations to the Planning and Zoning Commission in writing.
- 2.** Within thirty (30) days after the final plat application is accepted, the Planning and Zoning Commission shall approve, conditionally approve, or disapprove the plat.
- 3.** If the final plat is disapproved, the Director of Development Services shall give written notice to the subdivider by mail or e-mail stating the reasons for disapproval.

SECTION 7: Short-Form Subdivision

A. Procedure for Short-Form Subdivision.

1. Any subdivision or replat thereof which may be determined to fall within the following criteria may be termed a “Short-Form Subdivision” and shall comply with the abbreviated procedures set forth herein. “Plats for record” or “lots of record” of unplatted property shall be deemed to meet these criteria if:
 - a. The land in question is not being subdivided into more than three (3) lots;
 - b. The subdivision or use of the land subdivided does not necessitate any appreciable alteration of utility installations, streets, alleys or building setback lines; and
 - c. The tracts so subdivided conform in size and shape to the lots in the vicinity and the zoning in the immediate area.
2. All design, engineering, improvements and drawing information standards provided in these regulations applicable to all subdivisions shall be applicable to the Short-Form Subdivisions. Preliminary platting is not required.
3. If the Director of Development Services finds that the final plat meets all the provisions of these regulations, he/she shall present the final plat to the Planning and Zoning Commission for review.
4. A fee set by the approved fee schedule for the plat as defined in [Appendix A](#) of this Code shall be collected by the Director of Development Services when a short form plat is submitted to the City for approval. The short form plat will not be reviewed or considered in any respect until such fee has been collected and the deliverables required on the short form plat application checklist are provided. After all requirements have been met, the plat and all other necessary instruments shall be filed for record with the County Clerk by the City Secretary.
5. In the case of plats for record, after all requirements have been met, administrative approval may be granted and the final short form plat properly filed.

B. Construction of Improvements.

1. The developer shall contract for construction of the public improvements required for the subdivision, except where City participation is involved. In cases of City participation, the developer/owner shall comply with State statutes and City regulations regarding competitive bidding, if required by law.

2. The developer's engineer shall administer the contract.
3. A pre-construction conference shall be required, held at a location designated by the City. This conference shall be attended by the City Engineer or authorized representative, the developer's engineer, the engineer's inspectors, the contractor(s), and other appropriate representative as deemed necessary by the City.
4. One (1) electronic set of construction plans and specifications for water, sanitary sewer, paving and drainage improvements, prepared by a registered professional civil engineer, shall be submitted to the City Engineer.
5. The approval of the construction plans by the City Engineer shall be effective for a period of two (2) years after the approval date, unless the developer has requested and received an extension of time. Construction plans which have expired shall be resubmitted to the City Engineer for approval before any construction is begun. The design of the proposed improvements shall be based on the City's construction requirements which are in effect at the time of resubmittal.
6. Construction plans must be submitted electronically and approved prior to construction of the public improvements, must have profiles drawn on sheets, measuring twenty-four (24) inches by thirty-six (36) inches in electronic form, the same size as the final plat, and must include the following information:
 - a. A plan and profile of each street with top of curb grades shown. Each sheet shall include north point, scale, date and benchmark description to mean sea level datum. Unless otherwise approved by the City, scales shall be one inch equals forty feet (1" = 40') horizontally and one inch equals four feet, five feet or six feet (1" = 4', 5' or 6') vertically. Each plan shall show the seal and signature of the registered professional civil engineer who prepared it.
 - b. The typical cross-sections of proposed streets showing the width of roadways and type of pavement and location and width of sidewalk.
 - c. A plan and profile of proposed sanitary sewers, with grades and pipe sizes indicated and showing locations of manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and locations of valves, fire hydrants, fittings, etc., in conformance with the applicable criteria presented in Sec. 11 Improvements. Unless otherwise approved by the City, scales shall be one inch equals forty feet (1" = 40') horizontally and one inch equals four feet, five feet or six feet (1" = 4', 5' or 6') vertically. Each plan shall show the seal and signature of the registered professional civil engineer who prepared the plan. Each sheet shall

include north point, scale, date and benchmark description to mean sea level datum.

- d. A plan and profile of the proposed storm sewers, showing hydraulic data, pipe grades and sizes, manholes, inlets, pipe connections, outlet structures, etc., in conformance with the criteria as shown in Sec. 11 Improvements. Unless otherwise approved by the City, scales shall be one inch equals forty feet (1" = 40') horizontally and one inch equals four feet, five feet or six feet (1" = 4', 5' or 6') vertically. Each plan shall show the seal and signature of the registered professional civil engineer who prepared it. Each sheet shall include north point, scale, date and benchmark description to mean sea level datum.
- e. A plan of all the other utilities, showing the relative locations proposed for the water, sewer, storm sewer and gas mains, utility poles, TV and electrical services, street lighting, traffic-control signs, and street signs, and acknowledged by the appropriate representative of each agency involved.

SECTION 8: Amending Plat

- A. Any person who wishes to revise a subdivision plat which has been previously filed for record must make an application of the proposed revised plat to Planning and Zoning Commission. An amendment of a subdivision may be done for one of the following purposes:
 - 1. To correct an error in a course or distance shown on the preceding plat;
 - 2. To add a course or distance that was omitted on the preceding plat;
 - 3. To correct an error in a real property description shown on the preceding plat;
 - 4. To correct any other type of error or omission on a previously filed plat;
 - 5. To replat one or more lots fronting on an existing street if:
 - a. The owners of all lots join in the application for amending the plat;
 - b. The amendment does not attempt to remove any restrictions;
 - c. The amendment does not increase the number of lots; and
 - d. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.
- B. A public hearing is not required for the approval and issuance of an amended plat.

- C.** The City Manager and Director of Development Services are delegated the approval responsibility of an amended plat. At any time, the City Manager or Director of Development Services may elect to present the plat for approval to the Planning and Zoning Commission, neither the City Manager nor the Director of Development Services shall disapprove a plat, and upon refusal to approve the amended plat shall refer the amended plat to the Planning and Zoning Commission.

SECTION 9: Replatting

A. General

- 1.** Replatting or resubdividing a plat, or a portion thereof, without vacation of the immediate previous plat, is hereby authorized and shall be deemed valid and controlling, when approved, after a public hearing by the Planning and Zoning Commission during which citizens and interested parties have an opportunity to be heard. The replat shall comply, when applicable, with the following general requirements:
 - a.** It shall be signed and acknowledged by all the owners of the particular property which is being replatted or resubdivided.
 - b.** It shall not attempt to alter, amend, or remove any covenants, easements or restrictions.

B. Procedure for approval of replats.

- 1.** The submission of a preliminary plat and its approval by the City Engineer shall be a condition precedent to the acceptance of an application for a replat.
- 2.** A replat may not be submitted until the civil engineering plans are sufficiently complete as determined by the City Engineer.
- 3.** All changes, alterations, and modifications required on the preliminary plat shall be incorporated into the replat.
- 4.** The replat may constitute only that portion of the approved preliminary plat which the subdivider proposed to record and develop at that time, provided that such portion conforms to all requirements of these conditions.
- 5.** The replat shall be submitted to the Planning and Zoning Commission through the Director of Development Services on the dates specified within the development services submission schedule. The replat shall be transmitted electronically and shall include a formal request for consideration by the Planning and Zoning Commission.
- 6.** A fee set by the approved fee schedule per replat as defined in [Appendix A](#)

shall be collected by the Director of Development Services when a replat is submitted to the City for staff approval. The replat will not be reviewed or considered in any respect until such fee has been collected and the deliverables required on the subdivision application checklist are provided.

7. The replat shall be accompanied by a letter from the electric, gas, and water companies stating that all easements are satisfactory for the installation and maintenance of their respective utilities. The letter shall be accompanied by an electronic copy of the replat showing the proposed utility plans. No letter shall be required from service providers where the City is the sole provider of electric or water service.

C. Form and content of replat.

1. Replats or resubdivisions shall show or be accompanied by the information that is required for preliminary plats or final plats, whichever is applicable. Replats or resubmissions shall not be docketed for Planning and Zoning Commission consideration unless the requirements of this chapter are met.

D. Processing of a replat.

1. The City Engineer shall check the replat for conformity with the requirements of this chapter and transmit his or her recommendations to the Planning and Zoning Commission in writing.
2. Within thirty (30) days after the replat application is accepted, the Planning and Zoning Commission shall approve, conditionally approve, or disapprove the replat.
3. If the replat is disapproved, the Planning and Zoning Commission shall give written notice to the subdivider by mail or e-mail stating the reasons for disapproval.

E. Additional requirements. The following additional requirements for approval shall apply, in any resubdivision or replatting of a subdivision, without vacating the immediate previous plat, if any of the proposed area to be resubdivided or replatted was, within the immediate preceding five (5) years, limited by an interim or permanent zoning classification to residential use for not more than two (2) residential units per lot, or if any lot in the immediate previous subdivision was limited by deed restriction to residential use for not more than two (2) residential units per lot:

1. Notice of Planning and Zoning Commission hearing shall be given in advance, in the following manner:
 - a. Publication at least fifteen (15) days in advance of hearing being published in the official newspaper of the City of Sanger.

- b. Written notice of such public hearing forwarded, with a copy of this subsection (e) attached, by the Planning and Zoning Commission to owners (as the ownerships appear on the last approved ad valorem tax roll of such governing body) of all lots in the immediately preceding subdivision plat not less than fifteen (15) days prior to the date of such hearing. Such notice may be served by depositing the same, properly addressed and postage paid, in the post office in closest proximity to the City hall of the City of Sanger, provided, however, if such immediate preceding subdivision plat shall contain more than one hundred (100) lots, such notice shall be mailed only to those owners of lots which are located within two hundred (200) feet of the lot or lots which are sought to be replatted or resubdivided.
2. If the proposed replat requires a variance or is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the Planning and Zoning Commission.

For a legal protest, written instruments signed by the owners of at least 20% of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending two hundred (200) feet from that area, but within the original subdivision, must be filed with the Planning and Zoning Commission prior to the close of the public hearings.
3. Provided, however, compliance with subsections (1) or (2) of this subsection (e) shall not be required for approval of a replat or resubdivision of a portion of a prior plat, if all of the proposed area sought to be replatted or resubdivided was designated or reserved for usage other than for single- or multi-family residential usage, as indicated by notation on the last legally recorded plat or in the legally recorded restriction applicable to such plat.

SECTION 10: General Plat Requirements

All requirements pertaining to lot size, yard size, dwelling size, lot coverage, height, parking, loading and screening contained in the current zoning ordinance of the City shall be adhered to for development under this article.

A. General.

1. Conformity with Comprehensive Plan. The subdivision shall conform to the comprehensive plan of the City and the parts thereof.

B. Streets.

1. The arrangement, character, extent, width, grade and location of all proposed streets shall conform to the general plan of the community, and their relationship shall be considered to that of the existing and planned streets,

to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.

2. The reservation in private ownership of strips of land, at the end of offered or existing streets intended solely or primarily for the purpose of controlling access to property not included in the subdivision shall be prohibited.
3. Where such is not shown in the general plan for the community, the arrangement of streets in a subdivision shall:
 - a. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas;
 - b. Conform to a plan for the neighborhood approved or adopted by the City to meet a situation where topographical or other conditions make continuation of or conformance to an existing street impracticable; and
 - c. Be planned so that they shall intersect, as nearly as possible, at right angles.
4. Residential streets shall be aligned so that their use by through traffic is discouraged.
5. In phased developments, streets which are continuous through more than a single phase shall be provided with temporary turnarounds (at the point of temporary termination) until the street is fully constructed per the original approved plan.
6. Developers shall be required to coordinate all planning and engineering work with all adjacent property owners/developers.
7. Street jogs with centerline offsets of less than one hundred twenty-five (125) feet shall be avoided.
8. The street minimum right-of-way widths and centerline radius shall be in accordance with the City's thoroughfare plan and shall conform to the following:

Code	Type of Street	Minimum Right-of-Way Width	Minimum Centerline Radii	Intersection
FW	Freeway	200 feet	Varies	Varies
P4U	Principal arterial four lane undivided	75 feet	150 feet	1,000 feet
P3U	Principal arterial three lane undivided	75 feet	85 feet	1,000 feet

Code	Type of Street	Minimum Right-of-Way Width	Minimum Centerline Radii	Intersection
M4U	Minor arterial four lane undivided	80 feet	90 feet	1,000 feet
C2U	Collector two lane undivided	60 feet	75 feet	500 feet
R2U	Residential/local two lane undivided	50 feet	70 feet	250 feet

9. Streets shall be classified according to the following:
- Arterial (Principal). Principal arterial streets can occur in three (P3U) or four (P4U) lane streets that are intended to move high volumes of traffic quickly between larger sub-areas of the City or ETJ. These roadways deal with greater vehicular traffic counts and can accommodate transit services rather than pedestrian or bicycle facilities. They are typically characterized by limited direct access at minimal and controlled points, generally at intersections with other arterial streets or larger collector roads. See Sanger Comprehensive Plan.
 - Arterial (Minor). The main function of minor arterial streets (M4U) with four (4) lanes provide movement within sub-areas of the City but with lower traffic volumes as Principal Arterial. M4U streets provide more direct access to commercial and high-density residential properties, with moderate transit, bicycle and pedestrian facilities due to the more localized usage patterns. See Sanger Comprehensive Plan.
 - Collector. 2-Lane Collector Streets (C2U) carry traffic from residential/local streets to Principal and Minor Arterial streets. They may serve local facilities such as schools and churches. Uses served would include medium and high density residential, limited commercial facilities, elementary schools, some small offices and as direct access within industrial parks. Collector streets also carry heavy traffic to major commercial and industrial facilities from thoroughfare. Uses would include office parks, industrial parks, and community level commercial facilities. Transit services are low while bicycle and pedestrian facilities are more utilized, which can include street parking.
 - Residential/Local. Carries traffic from residential and commercial areas to collector streets and interconnects individual sites. Local streets carry light traffic volumes and trips are of a short duration.

- 10.** Street widths proposed for industrial subdivisions or commercial developments shall not be less than that required for a collector.
- 11.** Half streets shall be prohibited, except where there is no alternative for reasonable development of the subdivision in conformance with the other requirements of these regulations and where the City finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Wherever a half street has already been provided adjacent to an area to be subdivided, the other remaining portion of the street shall be platted within such subdivision. Where part of a residential or collector street is being dedicated along a common property line, the first dedication shall be one-half (1/2) of the proposed street right-of-way plus five (5) feet unless a construction easement on the adjoining parcel has been obtained, and the developer shall construct the half street or place in escrow cash for the estimated half-paving cost as determined by the City Council.
- 12.** Cul-de-sacs in residential additions shall not be longer than six hundred (600) feet from the nearest intersection, except under unusual conditions with the approval of the City Council, and there shall be provided at the closed-end a turnaround having a minimum outside roadway diameter of eighty-one (81) feet. In industrial areas, cul-de-sacs shall not exceed one thousand (1,000) feet from the nearest intersecting street, and there shall be provided at the closed-end a turnaround having a minimum outside roadway diameter of one hundred (100) feet and a minimum street property line diameter of one hundred (100) feet. Alternate turnaround designs in residential tract developments which provide adequate turnaround area may be considered or approved by the City.
- 13.** All streets shall be paved, and paving shall conform to the requirements of [Sec. 11 Improvements](#), of these regulations.
- 14.** Street grades shall be established regarding topography, proposed land-use and the facilities in the area surrounding the land to be subdivided. Minimum grades shall be five-tenths percent (0.50%) on concrete streets and five-tenths percent (0.50%) on all other types of street paving. Cross (transverse) slopes between pavement and the right-of-way shall not be less than 100:1 or steeper than 3:1. Where necessary, additional right-of-way or slope easement shall be provided to meet this requirement.
- 15.** Street name markers shall be installed in accordance with the prescribed type currently in use by the City or an approved equal, as approved by the City Manager. Street markers and erections will be at the expense of the subdivider.
- 16.** The materials for all traffic-control and regulatory signs shall be furnished by the subdivider and installed by the City for all intersections within or abutting the subdivision. Such signs shall be in strict compliance with the regulations

of the Federal Highway Administration and according to the requirements of the Manual on Uniform Traffic-Control Devices, latest edition. No signs will be placed in undeveloped portions of the subdivision.

17. The subdivider shall comply with the guidelines and criteria for driveways, including the design requirements, grades, spacing, and access standards as provided by the City's thoroughfare plan.
18. If a proposed development is projected to generate a lesser traffic volume than would normally require roadways as specified in the City's thoroughfare plan, the developer may install a "minimum acceptable alternative" approved by the City Engineer and Director of Development Services. The full right-of-way and pavement thickness are unchanged. Only the outside two (2) lanes would be paved in this situation. The City Engineer must approve the use of this option.

C. Alleys.

1. Alleys are not required, except where the City has determined that one is necessary for adequate service access, such as off-street loading, unloading and parking consistent with and adequate for the uses proposed.
2. All alleys shall be paved with reinforced concrete, and the paving shall conform to [Sec. 11 Improvements](#) of these regulations.
3. All alleys must be privately maintained by the homeowners' association or other entity.
4. The minimum width of any alley shall be twenty (20) feet in industrial and commercial areas and fifteen (15) feet in residential areas.
5. Alley intersections, sudden changes in alignment, and dead-end alleys shall be avoided.
6. Residential driveway and alley pavement cuts must be approved by the City Engineer onto loop and major thoroughfares. Alleys on frontage roads shall be provided along side and rear lot lines which front on loop and major thoroughfares for rear entrance.

D. Gated Community/Private Streets.

1. Private streets in gated communities shall conform to the same standards regulating the design and construction of public streets. A gated community will only be permitted in a planned development (PD) zoning district.
2. Any gate installation must conform to the following provisions:
 - a. All gate installations must be approved by the Director of Development Services or his or her duly authorized representative or the Fire Department prior to installation. The installation must be completed and tested prior to the City's acceptance of the subdivision.

- b.** Gate design may incorporate one or two gate sections to meet the required minimum gate width of twenty-four (24) feet. If the entrance will incorporate a median, guard shack or similar structure that necessitates a divided gate arrangement, the gate widths may be reduced if approved by the City, but in no case shall any single gate or street pavement have a clear opening of less than twenty (20) feet.
- c.** Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area. All entry gates must be setback a minimum of one hundred (100) feet from any adjacent public street right-of-way to allow for vehicle stacking out of the public travel lanes. Any exception must be approved by the Director of Development Services.
- d.** Automatic gate installations must conform to the design and performance guidelines established by the City's fire chief and Director of Public Works.
- e.** All components of the gate system must be maintained in an approved operating condition, with all components serviced and maintained on a regular basis as needed to ensure proper gate operation. A proper power supply shall be maintained to all electrical and electronic components at all times.
- f.** Each security gate regulated under this section will be subject to a performance test as determined by either the fire chief or public works or a designated City official. Upon failure of a performance test, the security gate system shall be disabled and maintained in the open position until repaired and shall not be placed back in service until tested and authorized by the City.
- g.** All streets, gates and other fire protection features, signage, and equipment are subject to periodic inspection by the City and must be repaired immediately if found to be in condition of disrepair. The City shall have the right to enter the subdivision and disable, open, or remove any gate, device, or other feature that impedes or controls vehicle access at the sole expense of the homeowner's association. Emergency repairs shall be assessed against the homeowner's association.
- h.** The person or corporation in control of the property is responsible for, and liable for any violations of this section. This includes, but is not limited to, the developer, property owner, the homeowner's association and its officers, if applicable, or other who may own or exercise control over the property.

3. Property Associations Required. Subdivisions developed with open spaces, parks, private streets or alleys must have a mandatory property owners association which includes all property served by private streets or alleys. The association shall own and be responsible for the maintenance of private streets, alleys, parks, open spaces, and other homeowner association appurtenances. The association documents shall be reviewed by the City Attorney and subject to approval by the City to ensure that they conform to this and other applicable City ordinances and concerns. The documents shall be filed of record prior to the approval of the final plat. Lot deeds may not be dissolved without the prior written consent of the City. No portion of the association documents pertaining to the maintenance of the private streets and alleys and assessments therefore may be amended without the written consent of the City.
4. Private Street Lot. Private streets and alleys must be constructed within a separate lot owned by the property owners' association. This lot must conform to the City's standards for public street and alley right-of-way. An easement covering the street lot shall be granted to the City providing unrestricted use of the property for utilities and storm drainage systems and the maintenance of same. This right shall extend to all utility providers including Telecommunications Service Providers, operating within the City. The easement shall also provide the City or its contractors with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement, trash collection or utility maintenance. The easement shall permit the City to remove any vehicle or obstacle within the street lot that impairs emergency access.
5. Construction and Maintenance Cost. The City shall not pay for any portion of the cost of construction or maintaining a private street. The homeowners' association shall maintain an escrow account as approved by the City for all road maintenance.
6. Reserved.
7. City Utilities. Water, sewer and drainage facilities placed within the private street and alley lot shall be installed to City standards and dedicated to the City as part of the approval of the final plat. All City regulations relating to infrastructure, financing, developer cost participation and capital cost recovery shall apply to developments with private streets except for those applying to internal street construction.
 - a. Street lights and signs shall be installed and maintained by the homeowners' association subject to approval by the City.
 - b. The property association documents shall give the City the right, after

giving written notice, to perform maintenance upon streets and alleys to protect health, safety and welfare of the residents and to place a lien upon the lots within the association to recover the cost of such maintenance.

8. Plans and Inspections. Developments proposed with private streets must submit to the Director of Development Services the same plans and engineering information required to construct public streets and utilities. Requirements pertaining to inspection and approval of improvements prior to issuance of building permits shall apply. Inspection fees charged for these services as defined in [Appendix A](#) of this Code shall also apply. The City may periodically inspect private streets and require repairs necessary to ensure emergency access.
9. Waiver of Services. The subdivision final plat, property deeds and property owners' association documents shall note that certain City services shall not be provided on private streets. Among the services which will not be provided are: routine police patrols, street lighting, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory signs shall conform to the Texas Manual of Uniform Traffic-Control Devices. Depending on the characteristics of the proposed development other services may not be provided.
10. Petition to Convert to Public Streets. The property association documents shall allow the association to request that the City accept private streets and alleys and the associated property as public streets and right-of-way upon written notice to all association members and the favorable vote of seventy-five (75) percent of the association membership. However, in no event shall the City be obligated to accept said streets and alleys as public. Should the City elect to accept the streets and alleys as public, the City may inspect the private streets and assess the lot owners for the expense of needed repairs concurrent with the City's acceptance of the street and alleys.

The City will be the sole judge of whether repairs are needed. The City may also require, at the association's expense, the removal of guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot. The association document shall provide for the City's right to such assessment. Those portions of the association documents pertaining to the subject matter contained in this paragraph shall not be amended without the written consent of the City.

11. Hold Harmless. On the subdivision final plat shall be language whereby the property owners association, as owner of the private streets and appurtenances, agrees to release, indemnify, defend and hold harmless the City, any governmental entity and public utility for damages to the private street occasioned by the reasonable use of the private street by the City,

governmental entity or public utility, for damages and injury (including death) arising from the condition of said private street; for damages and injury (including death) arising out of the use by the City, governmental entity or public utility of any restricted access gate or entrance; and for damages and injury (including death) arising out of any use of the subdivision by the City, governmental entity or public entity. Further, such language shall provide that all the owners of all lots shall release the City, governmental entities and public utilities for such damages and injuries. The indemnifications contained in this paragraph apply regardless of whether such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity or public utility, or their representative officers, employees, or agents.

12. Sidewalks and Bikeways.

- a. Sidewalks.** Sidewalks shall be constructed in accordance with City standards for all lots adjoining dedicated streets, along major thoroughfares where lots do not adjoin the street or in other areas as required by the City. Sidewalk construction may be delayed until development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the subdivision or addition. Exceptions to this section must be approved by the City.
- b. Pedestrian Accesses.** The City may require, in order to facilitate pedestrian access from the streets to schools, parks, playgrounds, or other nearby streets, perpetual unobstructed easements at least fifteen (15) feet in width. Easements will be indicated on the plat.
- c. Bikeways.** Hike and bike sidewalks, designed and located according to City standards, shall be constructed along streets designated for hike and bike trails. Such sidewalks shall be built by the owner at the time of site development.

13. Drainage and Storm Sewers.

- a. General Requirements.** All plats shall conform to the City's standards for drainage facilities.
- b. Design of Facilities.** Design of storm sewer systems shall be in accordance with City standards. Materials and construction shall conform to the standard specifications.

14. Secondary Access. All gated subdivisions shall provide a secondary access point accessible by means approved by the City and the fire marshal for emergency services unless specifically exempted by the City.

15. Federal Requirements. The post office requires seven (7) day access for mail delivery. If a security gate or fencing is used, a key keeper box with retractable key reel that will accommodate a post office arrow lock and/or the device (mechanical/electronic) needed to gain access into complex, must be installed next to the door or gate that the carrier uses to enter the complex. (Systems that use a keyboard to punch in codes, in most cases, will accept a post office arrow lock in the control panel).

Note: Carriers must not carry keys, written codes, electronic openers or badges for entrance into buildings or complex.

E. Lots.

1. Lot Size. The size or area of the lot shall be measured in square feet and shall conform to the zoning requirements for the applied zoning district.
2. Corner Lots. Corner lots with a width of less than seventy-five (75) feet are to be at least five (5) feet wider than the average of interior lots in the block. Corner lots with a width of less than eighty-five (85) feet adjacent to a thoroughfare are to be at least fifteen (15) feet wider than the average of interior lots in the block.
3. Lot Shape. Lots should be rectangular where practicable. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half to one (2-1/2:1).
4. Lot Facing.
 - a. Each lot shall be provided with adequate access to an existing or proposed street by frontage on such street. Residential lots shall front on residential class streets, as defined in [Sec. 11 Improvements](#);
 - b. Double frontage lots are prohibited except where the lot has rear frontage on thoroughfares; and
 - c. Wherever feasible, each lot should face the front of a similar lot across the street. In general, an arrangement placing facing lots at right angles to each other should be avoided.
5. Lot Lines. Radial to street frontage, and the following note may be used on the plat in lieu of bearings: "All side lot lines are perpendicular or radial to street frontage unless otherwise noted."
6. Lot Numbering. All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.
7. Lot Grading. Finished grade for the building site will be not less than six

(6) inches above the top of the curb grade or alley pavement or two (2) feet above the adjacent base flood elevation as defined by the Federal Emergency Management Agency, whichever is greater. In any case, the property line grades adjacent to the street should not be below the top of curb grade.

8. Exceptions: Plats involving cluster developments or zero-lot lines shall be reviewed by the City on a case-by-case basis.

F. Easements.

1. Use. Where necessary to provide access for the purposes of maintenance, construction or other service, easements shall be provided for poles, wires, conduits, storm sewers, sanitary sewers, water lines, open drainage, floodplains, gas lines or other utilities. Such easements may be required across parts of lots, including rear and side lot lines, where alleys are not provided.
2. Size. Where possible, easements shall be provided fully located upon one (1) lot and shall be not less than fifteen (15) feet in width. Where such is not feasible, easements shall be not less than seven and one-half (7-1/2) feet on each side of the lot line.
 - a. Where overhead utility service on poles is allowed, an additional easement of five (5) feet on each side shall be provided. The full width of easements shall not be less than twenty-five (25) feet.
 - b. Where a subdivision is bounded by a watercourse, drainage way, channel or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially to the lines of such watercourse, or of such width to provide for any future anticipated construction, plus a minimum of ten (10) feet on each side.
3. Where Required by the City, Emergency Access Easements shall have: (i) a clear, unobstructed width of twenty-four (24) feet; (ii) an all-weather surface constructed and maintained by the owner; (iii) a connection at each end to a dedicated public street or have a turnaround of suitable size at the dead-end; and (iv) appropriate turning space at inside corners to permit free movement of fire trucks. An emergency access easement may be used as a driveway to gain access to parking or loading spaces but shall not be used for parking. The limits of the easement shall be marked by the City, and the marking shall be maintained by the City.

G. Blocks.

1. The lengths, widths and shapes of blocks shall be determined with regard to the following items:

- a. Provision of adequate building sites suitable to the special needs of the type of use proposed;
 - b. Zoning requirements as to lot sizes and dimensions;
 - c. Needs for convenient access, circulation, control and safety of traffic; and
 - d. Limitations of topography.
2. Where no existing subdivision controls, the blocks shall not exceed one thousand (1,000) feet in length nor be less than five hundred (500) feet in length, except in certain instances where topographical features warrant special consideration. These limits shall be exceeded only upon specific approval by the Director of Development Services. Blocks longer than six hundred (600) feet shall be avoided in business districts including City and ETJ Regional Commercial (RC), Neighborhood Commercial (NC), and Downtown Urban Retail and Urban Mixed Use zoning districts.
 3. Blocks are to be numbered or lettered consecutively within the overall plat and/or section of an overall plat, as recorded.

H. HUD-Code Manufactured Home Subdivision.

1. Location.
 - a. Mobile homes/manufactured home parks are prohibited within the City limits.
 - b. HUD-Code Manufactured Homes may only be located in the appropriate zoning districts as permitted in [Exhibit 14A](#) of this Code.
2. Platting. HUD-Code Manufactured Home Subdivisions are governed by the same requirements for all other subdivisions. Both preliminary and final plats will be required, and both will be subject to the specifications of [Sec. 5 Preliminary Plat](#) and [Sec. 6 Final Plat](#) of this article.
3. Streets. Each HUD-Code Manufactured Home Subdivision must abut a public street and provide access there from. Each lot/unit may only be accessed from a private interior street. Minimum pavement widths of interior streets shall be twenty (24) four to allow for emergency vehicle and trash removal access and shall have a nine (9) foot parking lane on one side of the street, and a marked fire lane. All streets must be maintained by the development owner.
4. Screening. Each HUD-Code Manufactured Home Subdivision must include a landscaping/screening plan to buffer the park from adjoining land uses. (This plan must receive approval from the City Engineer.) A landscaped strip of not less than ten (10) feet in width shall be established and maintained within the

development's property along the exterior boundaries. Fencing and other materials must also be used as approved by the City.

5. Utilities. A master water meter and backflow prevention device shall be installed at the connection to the public water main. The water and sewer lines in each HUD-Code Manufactured Home Subdivision must remain private and will be maintained by the development owner. The development owner is responsible for the entire water and sewer usage fees and individual lots will not be billed by the City.
6. Prohibited Use. No HUD-Code Manufactured Home for the purpose of residential living shall be located outside an approved HUD-Code Manufactured Home Subdivision. HUD-Code Manufactured Homes in approved developments must be used for no other purpose than residential and will be not allowed outside an approved HUD-Code Manufactured Home Subdivision. These regulations shall not apply to Manufactured Housing.
7. Additional Requirements. All other sections of this document shall apply as appropriate to HUD-Code Manufactured Home Subdivisions. The City Council may also impose additional conditions, requirements or limitations concerning the design, development and/or operation of said development as it deems necessary for the protection and general welfare of adjacent properties and the public interest.
8. Filing Fees. Refer to [Appendix A](#) of this Code for applicable filing fees and charges.

I. Survey Monuments and Lot Markers.

1. Permanent Survey Reference Monuments. Permanent type monuments shall be placed at each corner and angle point of the boundary survey of the subdivision, and on all property line points of curve and tangent. These monuments shall be class "B" concrete, eight (8) inches in diameter, and thirty-six (36) inches long. A three-fourths (3/4) inch diameter steel bar eighteen (18) inches long shall be placed in the center of this monument to denote the exact point being marked. These monuments shall be set so that they are flush with the finished grade or below ground, if necessary, in order to avoid being disturbed.
2. Lot Markers. All lot corners shall be located and marked with one-half (1/2) inch reinforcing bar, eighteen (18) inches long, or approved equal, and shall be placed flush with the ground, or below ground, if necessary, in order to avoid being disturbed.
3. Common boundaries. If the adjacent, abutting or adjoining property outside the subdivision does not belong to the subdivider of the subdivision being considered, then the subdivider must acquire written agreement between himself and the owner or owners of the adjacent, abutting, or adjoining

property as to the common boundary line between said properties. In the event the subdivider of the subdivision under consideration and the owner or owners of the adjacent, abutting, or adjoining properties cannot agree on a common boundary line, then the City shall act, at the expense of the subdivider of the subdivision being considered to establish the legal boundary, and at least three (3) permanent markers shall be placed, with the consent of the City and the property owners involved, establishing an agreed point which shall be tied to the original survey or ancient subdivision as provided thereof.

4. Schedule for Placement. At the developer's option, permanent monuments and lot markers may be placed before or following construction of on-site improvements. If installed prior to construction, the final plat of the subdivision will be filed for record as set forth in Sec. 6 Final Plat of these regulations. If installed following construction of improvements, the plat will be held for filing until, and the certificates of occupancy will be issued when, the monuments and markers are set (see Sec. 11.M. Surveyor's Certificate).

SECTION 11: Improvements

The subdivider shall place these improvements in all new subdivisions, in accordance with all applicable regulations, including Article 13.2800 Municipal Setting Designation (MSD). The satisfactory installation of these improvements, with due regard to any limitations or requirements imposed by existing or potential MSDs, shall be a precedent to the final approval and acceptance of the subdivision by the City.

A. Standard Specifications and Construction Details.

1. All improvements proposed for any subdivision to be developed under the jurisdiction of these ordinances shall be furnished and installed by the subdivider in accordance with the applicable divisions of the NCTCOG standard specifications for public works construction, as adopted by the City and the other applicable specifications noted herein, or in the absence of such specifications and details, to meet the approval of the City.
2. References are made herein to specific divisions, items and sections of the NCTCOG standard specifications, and it is not intended to preclude other portions of the NCTCOG standard specifications that may be appropriate and applicable to the development of a subdivision. Therefore, by reference to the fact that the City has adopted the NCTCOG standard specifications for public works construction, the NCTCOG standard specifications, latest edition as amended, are to be considered a part of this ordinance.
3. All improvements, even in previously approved but still unimproved subdivisions, or in re-subdivided tracts, shall conform to the City's current

regulations and specifications for street, drainage and utility construction.

4. Where reference is made within these regulations to the standard specifications, it shall be understood that the word “owner” is to be interpreted as the developer or subdivider and the words “engineer,” “inspector,” and “owner’s representative” are to be interpreted as the developer’s engineer. Where the standard specifications allow options not specifically addressed by these regulations, the developer’s engineer shall request guidance from the City Engineer in writing.

B. Street Paving – Concrete.

1. Concrete Strength Requirements.

- a. Concrete Curb and Gutter. Concrete curb and gutter shall be constructed thirty (30) inches in width and in accordance with division 8, item 8.2, of the Standard Specifications. Reinforced concrete pavements and monolithic curb refer to division 5, item 5.8, of the Standard Specifications.

2. Pavement Thickness Requirements. The following specifies minimum standards required for the pavement and subgrade design for roadways and alleys within the City. These minimum standards are not intended to replace the professional judgment of the geotechnical engineer for any specific project. The standards may need to be expanded or modified on a case-by-case basis as determined necessary and appropriate by the geotechnical engineer, and as approved by the City Engineer.

All roadways and alleys shall have a geotechnical investigation and pavement and subgrade design performed. Results of the geotechnical investigations, engineering analyses, and recommendations shall be presented in a geotechnical report for roadways (the “Report”). Where recommendations within the Report differ from these minimum standards, the more stringent criteria shall apply. The Report and any subsequent reevaluations or supplemental reports shall be signed and sealed by a licensed professional engineer in the State of Texas trained and qualified to provide geotechnical engineering analyses and pavement and subgrade design recommendations.

- a. Residential/Local Street, Residential/Estate Street and Alley Construction.
 - i. The subdivider shall, at his own cost and expense, pay for constructing all residential streets and alleys within his subdivision and one-half (1/2) of all existing and/or proposed perimeter streets. Monies for the construction of the one-half (1/2) street shall be placed in an escrow account if the construction of the street is to be deferred to a later date.

- ii. A six (6) inch thickness of three thousand six hundred (3,600) p.s.i. reinforced concrete pavement on a compacted sub-base shall be required. All steel reinforcing shall be deformed No. 3 bars on eighteen (18) inch center both ways or No. 4 bars on twenty-four (24) inch centers both ways.
 - iii. Where the plasticity index of the soil is twelve (12) or greater, stabilization of the subgrade, eight (8) inches thick with six (6) percent hydrated lime by weight, shall be required. Compaction of the lime stabilized sub-grade shall be according to the Standard Specifications, division 4, item 4.6., section 4.6.4(d).
 - iv. Unless otherwise approved by the City Engineer, the concrete shall be placed using either forms or slipform paver. Concrete strength shall be increased to four thousand (4,000) p.s.i. for hand poured concrete.
 - v. Any proposed pavement section of lesser thickness or alternate materials shall be fully documented by the design engineer to substantiate the fact that such alternate will provide an equivalent capacity for the pavement noted above and must be approved by the City Engineer.
- b. Collector, Commercial, or Industrial Street and Alley Construction.
- i. The subdivider shall, at his own cost and expense, pay for constructing all streets and alleys within his subdivision and one-half (1/2) of all existing and/or proposed perimeter streets. Monies for the construction of the one-half (1/2) street shall be placed in an escrow account if the construction of the street is to be deferred to a later date.
 - ii. Collector streets and alleys shall, at a minimum, be designed and constructed with eight (8) inch thickness of four thousand (4,000) p.s.i. reinforced concrete pavement on a compacted sub-base. All steel reinforcing shall be deformed No. 4 bars on eighteen (18) inch centers both ways.
 - iii. Where the plasticity index of the soil is twelve (12) or greater, stabilization of the subbase with an eight (8) inch thickness of six (6) percent hydrated lime by weight will be required. Compaction of the lime stabilized sub-grade shall be according to division 4, item 4.6., section 4.6.4(d), of the Standard Specifications.
 - iv. Unless otherwise approved by the City Engineer, the concrete shall be placed using either forms or slipform paver. Concrete strength shall be increased to four thousand five hundred (4,500) p.s.i. for hand poured concrete.

- v. Any proposed pavement section of lesser thickness or alternate materials shall be fully documented by the design engineer to substantiate the fact that such alternate will provide an equivalent capacity for the pavement noted above and must be approved by the City Engineer.

c. Major or Secondary Thoroughfare Construction.

- i. On roadways, adjacent to the proposed subdivision, that are designated to be major or secondary thoroughfares (except class A Loop Highway), the subdivider shall be required to construct, at his own cost and expense, one-half (1/2) of the street section, up to a width of twenty-four (24) feet, measured to face of curbs, with integral curbs on each side.
- ii. Where thoroughfares traverse a subdivision, the subdivider shall be required, at his own cost and expense, to construct a twenty-four (24) foot wide section on each side of the roadway.
- iii. Thoroughfares shall be designed and constructed with a nine (9) inch thickness of four thousand (4,000) p.s.i. reinforced concrete pavement on a compacted sub-base. All steel reinforcing shall be deformed No. 4 bars at eighteen (18) inch centers both ways.
- iv. Where the plasticity index of the soil is twelve (12) or greater, stabilization of the subgrade, ten (10) inches thick with six (6) percent hydrated lime by weight, shall be required. Compaction of the lime stabilized sub-grade shall be according to division 4, item 4.6., section 4.6.4(d), of the Standard Specifications.
- v. Unless otherwise approved by City, the concrete shall be placed using either forms or slipform paver. Concrete strength shall be increased to four thousand five hundred (4,500) p.s.i. for hand poured concrete.
- vi. Any proposed pavement section of lesser thickness or alternate materials shall be fully documented by the design engineer to substantiate the fact that such alternate will provide an equivalent capacity for the pavement noted above and must be approved by the City Engineer.

3. Paving Width Requirements.

- a. Residential/Local Streets, Residential/Estate Streets, Collector Streets, and Alleys.
 - i. Residential/local two-lane undivided street paving shall be a minimum of thirty-one (31) feet in width, measured between the faces of curbs.

- ii. Collector street paving shall be a minimum of forty (40) feet in width, measured between the faces of the curbs.
- b. Thoroughfares. The following minimum pavement widths are set by this ordinance for the construction of thoroughfares as follows:

Thoroughfare Classification	Minimum Right-of-Way Width	Minimum Pavement Width Between Faces of Curbs
Class A (Loop)	180 feet	Two 12' traffic lanes on each side of the roadway centerline
Class B (Major)	120 feet	Three 12' traffic lanes divided by a 16' median
Class C (Major)	100 feet	Three 11' traffic lanes divided by a 15' median
Class D (Secondary)	80 feet	Four 11' traffic lanes or two 12' traffic lanes and two 10' parking lanes

Note: The minimum width of a median adjacent to a left turn shall be five (5) feet.

- c. Street returns.
 - i. The minimum radii for all street returns shall be twenty (20) feet on collector and minor streets and thirty (30) feet on thoroughfares.
 - ii. Returns for driveways on minor streets shall be ten (10) feet. Driveway returns onto commercial and industrial property shall be a minimum of fifteen (15) feet and a maximum of twenty-five (25) feet except in special cases.
- 4. Miscellaneous.
 - a. Reinforcing Steel. Steel furnished for street and alley paving shall meet division 2, item 2.2., sections 2.2.6. and 2.2.7, of the Standard Specifications.
 - b. Sawed Dummy Joints. Refer to division 5, item 5.8., section 5.8.2, of the Standard Specifications.
 - c. Expansion Joints. Refer to division 5, item 5.8., section 5.8.2, of the Standard Specifications.

- d. Longitudinal Pavement Slopes. The maximum longitudinal slopes are as follows:

Type of Street	Maximum Slope
Class A - Major Thoroughfare	6%
Class B - Major Thoroughfare	6%
Class C - Major Thoroughfare	6%
Class D - Secondary Thoroughfare	8%
Class E - Collector	8%
Class F - Collector	8%
Class G - Minor (Residential)	10%

Maximum grades for an alley shall be eight (8) percent within thirty (30) feet of its intersection with a street and fourteen (14) percent elsewhere. Maximum longitudinal slopes within one hundred (100) feet of intersections shall not exceed two (2) percent.

- e. Transverse Pavement Slopes. The transverse pavement slope for all non-divided streets may consist of either a straight cross slope or a parabolic curve from the pavement centerline to the gutter. The crown at the pavement centerline shall be four (4) inches above the gutter grade on residential streets and six (6) inches on collector streets and secondary thoroughfares. For divided streets, the transverse slope shall be as required by the City Engineer.
- f. Lime Stabilization. Refer to NCTCOG Standard Specifications, division 4, item 4.6.

C. Sidewalks. Refer to division 8, item 8.3, of the NCTCOG Standard Specifications.

- Concrete sidewalks shall be constructed on both sides of streets and thoroughfares, except in industrial areas and along residential/estate streets, by the subdivider. The sidewalks shall have a width of not less than five (5) feet and thickness of not less than four (4) inches and shall be constructed of three thousand (3,000) p.s.i. concrete on both sides of all streets within the subdivision and of a width not less than eight (8) feet on all major thoroughfares. Sidewalks shall be constructed one (1) foot from the property line within the street or thoroughfare right-of-way and shall extend along the street frontage including the side of corner lots and block ends. Alternate sidewalk designs may be considered and shall be approved on a case-by-case basis by the City Engineer.

2. Construction of sidewalks adjacent to curb in residential areas will be considered where driveway entrances are constructed from the rear of lots on each side of the street for the full length of the block or where mountable curbs are installed. In these instances, the sidewalks shall be six (6) feet wide.
3. Sidewalks in commercial areas shall be a minimum width of six (6) feet or extend from the back of the curb to the building line as required by the City.
4. Sidewalks in industrial areas and planned developments will be as required by the City.
5. All concrete for sidewalks shall be placed on a two (2) inch sand cushion.
6. Cross slope of sidewalks shall be that of the curb adjacent to the sidewalk. The cross slope of the sidewalk shall be one-fourth (1/4) inch per foot starting at the back of the curb. The maximum ground slope from the back of the curb to the property line shall not exceed six (6) percent. If it does exceed six (6) percent, a retaining wall, that is acceptable to the City, shall be provided on the property line or the private property graded to a 4:1 maximum slope.

D. Drainage and Storm Sewer Improvements.

1. General. Drainage facilities shall be provided and constructed by the developer in accordance with all City standards and the following basic requirements. If development utilizes residential/estate street section and is located within the ETJ of the City of Sanger at the time improvements are constructed, the developer's engineer shall follow the current Denton County Subdivision Rules and Regulations as outlined in section VIII - chapter IV titled "drainage-design."

Where it is necessary, in order to properly serve the subdivision, that existing City utilities be extended or that drainage facilities be constructed outside the subdivision, such extensions or facilities are herein referred to as "off-site improvements," and the subdivider shall install these off-site improvements at their own expense.

2. Runoff Calculations.
 - a. The selection of which method to use for calculating runoff depends upon the size of the contributing drainage area at the most downstream point of the project. The "rational method" is acceptable for designing projects in which the drainage area is less than two hundred (200) acres. A unit hydrograph method is required for projects with larger drainage areas.
 - b. No matter which method is used to calculate runoff, a developer or builder of property greater than one (1) acre in size, or any property that was platted as a part of an overall tract which was greater than one (1) acre in size (including churches and schools), shall either demonstrate

through engineering analysis that the proposed improvements to the property will not increase stormwater leaving the site or otherwise adversely affect surrounding properties, or develop the property so that the rate of runoff created by the development as it leaves the property does not exceed the rate of runoff, velocity of runoff, depth of runoff, or general flow characteristics as calculated in the existing condition.

- c. Runoff computations shall be based upon fully developed watershed conditions in accordance with the land use projections in the latest master plan.
 - i. Off-Site Flows for Developed Upstream Watershed. The design engineer may take the effects of upstream detention into account if the hydrologic and hydraulic information for the existing upstream ponds are shown on the construction plans and the information can be verified by record drawings or a record survey. An emergency overflow path between the existing detention ponds and the proposed site shall be identified and clearly indicated on the construction plans. The design engineer shall confirm the hydrologic and hydraulic effects of upstream facilities in accordance with subsection D.
 - ii. Off-Site Flows for Undeveloped Upstream Watershed. If an undeveloped upstream property exists, the design engineer shall assume fully developed conditions without detention.
- d. Procedure for drainage areas less than two hundred (200) acres:
 - i. Computation of stormwater runoff for drainage areas less than two hundred (200) acres shall be by the “rational method,” which is based on the principle that the maximum rate of runoff from a given drainage area for an assumed rainfall intensity occurs when all parts of the area are contributing to the flow at the point of discharge. The formula for calculation of runoff by the “rational method” is:

$$Q = C_f * C * I * A$$

Q = Maximum Rate of Discharge (cfs)

C_f = Frequency Factor to adjust for storms more intense than 10-year (per NCTCOG ISWM Technical Manual)

C = Coefficient of Runoff (dimensionless)

I = Rainfall Intensity (in/hr.) (use Appendix 11A - IDF curve)

A = Drainage Area (ac)

The typical runoff coefficients below are for smaller, more frequent events (10-year and less). Less frequent, but higher intensity storms

require adjustment to account for the diminished impact of initial abstraction and infiltration (Wright-McLaughlin Engineers, 1969, NCTCOG iSWM Technical Manual). The Frequency Factor (C_f) should be applied to adjust the runoff higher based on the storm frequency. In no case should the adjusted runoff coefficient ($C * C_f$) exceed 1.0.

Zoning District	Coefficient of Runoff
Agricultural	0.30
Ranch Density	0.55
Medium Density	0.60
Town Residential	0.65
Multi-Family Residential	0.80
Manufactured Home Residential	0.55
Lake	1.00
Regional Commercial	0.85
Neighborhood Commercial	0.85
Light Industrial	0.80
Urban Single Family Residential	0.60
Urban Multi-Family Residential	0.80
Urban Mixed Use	0.80
Urban Retail	0.85
Public Facilities	0.70

FREQUENCY FACTOR FOR RATIONAL FORMULA

Recurrence Interval (years)	C_f
10 or less	1.0
25	1.1
50	1.2
100	1.25

- ii. Time of Concentration. Soil Conservation Services (SCS) methodology shall be used to determine the time of concentration (T_c). This method separates the flow through the drainage area into sheet flow, shallow concentrated flow, and open channel flow. The T_c is the sum of travel times for sheet flow, shallow flow, and open channel flow. The time of concentration flow path and sheet flow path shall be made available to the City upon request.

- (a) **Sheet Flow.** The maximum allowable length for sheet flow is three hundred (300) feet for undeveloped drainage areas and one hundred (100) feet for developed areas. When selecting n for sheet flow, consider cover to a height of about 0.1'. This is the only part of the plant cover that will obstruct sheet flow. The T_t in minutes for sheet flow is determined using the following equation:

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}S^{0.4}}$$

T_t = Travel Time (hr)

n = Manning's Roughness Coefficient (see table below)

L = Flow Length (ft)

P_2 = 2-Year, 24-Hour Rainfall

S = Slope of Hydraulic Grade Line (land slope, ft/ft)

Surface Description	n
Smooth Surfaces (Concrete, Asphalt, Gravel, or Bare Soil)	0.011
Fallow (no residue)	0.05
Cultivated Soils	
Residue Cover <20%	0.06
Residue Cover >20%	0.17
Grass	
Short Prairie Grass	0.15
Dense Grasses	0.47
Range (Natural)	0.13
Woods	
Light Underbrush	0.40
Dense Underbrush	0.80

- (b) **Shallow Concentrated Flow.** Shallow Concentrated Flow begins where sheet flow ends. A projected slope should be established along the flow line for the shallow concentrated flow length. The T_t in minutes for shallow concentrated flow is determined by the following equation:

$$T_t = \frac{L}{3600V}$$

T_t = Travel Time (hr)

L = Flow Length (ft)

$V =$ Velocity (fps)

Unpaved = $16.1345 * (S)^{0.5}$

Paved = $20.3282 * (S)^{0.5}$

- (c) Open Channel Flow.** Open Channel Flow is where the runoff is located within a defined channel or, in some cases, closed storm systems. The T_t for open channel flow is determined using the following equation:

$$T_t = \frac{L}{3600V}$$

$$V = \frac{1.49 r^{2/3} s^{1/2}}{n}$$

$T_t =$ Travel Time (hr)

$V =$ Average Velocity (ft/s)

$r =$ Hydraulic Radius (A/P) (ft.)

$A =$ Cross Sectional Area (ft²)

$P =$ Wetted Perimeter (ft.)

$s =$ Slope of the Hydraulic Grade Line (Channel Slope, ft/ft)

$n =$ Manning's Roughness Coefficient

The engineer shall compare the calculated time of concentration to the inlet time listed in the Coefficient of Runoff table in subsection 2.d.i. above. If the engineer desires to use a calculated time of concentration (T_c) value which differs from the value in the table in subsection 2.d.i above, the engineer shall provide information to justify the time of concentration (T_c) calculations.

- e.** Procedure for drainage areas greater than two hundred (200) acres:
- i.** For drainage areas in excess of two hundred (200) acres where the use of the "rational method" does not provide reliable results, the use of a unit hydrograph method shall be made. The use of a unit hydrograph calculation will be based upon standard and accepted engineering principles subject to the approval of the City Engineer. Acceptable methods include the Soil Conservation Services (SCS) technical release number 55 or the United States Corps of Engineers HEC-HMS models for drainage areas two hundred (200) acres or more.

(a) Modeling Requirements

- i. 24-hour storm duration using an SCS Type II distribution
- ii. Rainfall values from NOAA Atlas-14

- iii. The SCS Curve Number (CN) method shall be used to calculate loss rate and value shall be taken from technical release number 55.
- iv. Tc values shall be calculated as shown in Section 11.D.2.d.ii
- v. Muskingum Cunge method shall be used for routing through drainage systems. Modified Puls shall be used when detailed hydraulic modeling is available or at the discretion of the city.

- ii. The unit hydrograph method shall be based upon fully developed watershed conditions assuming no effects from the small on-site detention facilities for maintaining the rate of runoff as if the property was developed according to the future land use plan, which is included in the City's most recent Comprehensive Plan. The detention effects of large regional detention facilities can be considered in unit hydrograph methods.
- iii. Circumstances that may require the use of a unit hydrograph method include sizing open channels, reclaiming floodplains, creating lakes, or building other types of drainage-related facilities on major drainage courses. Design engineers of these types of facilities should be aware that the requirement of designing for fully developed watershed conditions will mean that they will have to calculate these fully developed flows instead of using the flows calculated in the Federal Emergency Management Agency's (FEMA) flood insurance studies for the City or Denton County.

- 3. Design Storm Frequencies.** The approved drainage system shall provide for positive overflow at all low points. The term "positive overflow" means that when the inlets do not function properly or when the design capacity of the conduit is exceeded, the excess flow can be conveyed overland along a grassed or paved course. Normally, this would mean along a street or alley, or shall require the dedications of special drainage easements on private property

Storm Drainage Facility	Design Recurrence/ Frequency	Freeboard	Freeboard Reference Point
Enclosed Pipe Systems (Non-Sump Areas)	10-Year	1 foot	From Gutter Elevation
Roadside Ditches	10-Year	None	From Lowest Point of Containment
Enclosed Pipe Systems (Drainage Sump Areas)	100-Year	None	From Gutter Elevation

Storm Drainage Facility	Design Recurrence/ Frequency	Freeboard	Freeboard Reference Point
City Street Rights-of-Way	100-Year	None	From Top of Curb
Channels and Creek Improvements	100-Year	1 Foot	From Top of Channel or Creek and/or Based on Direction from the Floodplain Administrator
Culverts	100-Year	1 Foot	From Top of Curb
Bridges	100-Year	2 Foot	From Low Chord of Bridge
Pedestrian Bridges	10-Year	Non	From Low Chord of Bridge
Detention/Retention Basins	100-Year	1 Foot	From Lowest Point of Containment
Structures Adjacent to Floodplains	100-Year	2 Foot	From Finished Floor Elevation

4. Street and Alley Capacity.

- a. For residential streets, the depth of flow, based upon the 100-year storm, shall not exceed the top of curb. For other street classifications, at least one dry lane in each direction must remain operational during a 100-year storm.
- b. The flows created by the 100-year storm shall be contained within the capacity of all paved alleys.
- c. The first-floor elevations of all residential and other structures shall be set at a minimum elevation of one foot above the top of the street curb elevation or the alley invert, and with positive drainage provided away from the structure. Positive overflow sections shall provide a minimum of 1 foot of freeboard from the overflow invert adjacent to structures and the corresponding first floor elevation of all residential and other structures.

5. Inlet Placement and Capacity.

- a. Storm sewer inlets shall be designed and installed along paved streets to ensure safe and efficient drainage during extreme weather events. For residential streets, the depth of flow, based upon the 100-year storm, shall

not exceed the top of curb. For other street classifications, at least one dry lane in each direction must remain operational during a 100-year storm. Inlet placement and spacing shall be determined to achieve the design criteria above. If the City Engineer deems gutter flow excessive based on the design criteria above, adjustments to storm sewer design or inlet locations may be made to address adverse conditions.

- b.** Inlets shall be placed upstream from an intersection whenever possible. At any intersection, only one street shall be crossed with surface drainage and this street shall be the lower classified street. When an alley intersects a street, inlets shall be placed in the alley whenever flow down that alley would cause the capacity of the intersecting street to be exceeded. The maximum allowable flow across any street resulting from a 5-year storm event shall not exceed five (5) cubic feet per second (cfs).
- c.** The minimum inlet size shall be five (5) feet for an on-grade inlet or ten (10) feet for a sag. No more than twenty (20) feet of inlet shall be placed along one gutter at any given location. Minimum sizes of laterals shall be eighteen (18) inches for use with 5-foot inlets, 21-inch laterals with 10-foot, 15-foot, and drop inlets and 24-inch laterals for 20-foot inlets. Where laterals tie into trunk lines, place the laterals on a 60-degree angle with the trunk line and connect them so that the longitudinal centers intersect.

6. Pipe Design Standards.

- a.** Storm sewer conduit shall be sized to flow full. Manning's equation shall be used to estimate conduit size and calculate friction losses along the pipe.
- b.** Detailed design parameters and calculations shall be developed in accordance with the North Central Council of Governments (NCTCOG) Integrated Stormwater Management (iSWMTM) Technical Manual – Hydraulics Section for Closed Conduit Systems.
- c.** Minimum and maximum velocities in pipes:
 - i.** The minimum velocities in conduit shall be two and one half (2.5) feet per second.
 - ii.** Maximum velocity in the pipe shall not exceed twelve (12) feet per second.
 - iii.** The maximum discharge velocities in the pipe shall also not exceed the permitted velocity of the receiving channel or conduit at the outfall to prevent erosive conditions. The maximum outfall velocity

of a conduit in partial flow shall be computed for partial depth and shall not exceed the maximum permissible velocity of the receiving channel unless controlled by an appropriate energy dissipater (e.g. stilling basins, impact basins, riprap protection).

- d. In general, stormwater shall be carried in concrete pipe conduit, but other types of conduit can be used to carry stormwater. However, prior permission to use other conduit materials must be obtained from the City Engineer.
- e. Hydraulic gradient:
 - i. Conduits must be sized, and slopes must be set such that runoff flows smoothly down the drainage system. To ensure this smooth passage, the hydraulic gradient must be at the proper elevations. The hydraulic grade line shall be established and shown on the plans for all storm sewer design.
 - ii. The hydraulic grade line shall in no case be closer to the surface of the ground or street than one (1) foot.
 - iii. Hydraulic gradient calculations shall account for all head losses that may occur in the storm sewer line. Friction head loss shall be determined by direct application of Manning’s Equation. Minor losses due to turbulence at structures shall be determined using Appendix 11B of this section.
 - iv. The hydraulic grade begins at the outfall of the system.
 - v. The starting hydraulic grade line at an outfall into a creek or channel shall be the 100-year fully developed water surface unless an approved flood hydrograph is available to provide a coincident flow elevation for the system’s peak. If an approved flood hydrograph is available to provide a coincident flow elevation for the system’s peak, coincident peak flows can be considered using the discharge frequencies in the below table.

FREQUENCIES FOR COINCIDENTAL OCCURRENCES		
Area Ratio	100-Year Design	
	Main Stream	Tributary
10000:1	2	100
	100	2
1000:1	10	100

FREQUENCIES FOR COINCIDENTAL OCCURRENCES

Area Ratio	100-Year Design	
	Main Stream	Tributary
100:1	100	10
	50	100
	100	50
1:1	100	100
	100	100

7. Culvert Design.

- a. One (1) foot of freeboard is required between the 100-year fully developed water surface elevation and the top of curb elevation. Exceptions must be approved in writing by the City Engineer.
- b. Culverts must be designed using standard methods and engineering judgment. Culverts shall be designed in accordance with the latest edition of the Texas Department of Transportation (TxDOT) Hydraulic Design Manual. Where TxDOT design standards conflict with those provided by the City's standards, the more stringent design criteria shall apply.
- c. Culvert hydraulic grade line calculations shall consider both inlet and outlet control.
- d. Culverts shall be skewed such that impacts due to the flood and normal flow angles of attack on the structure are minimized.
- e. The maximum velocity at a culvert outfall shall be six (6) feet per second without energy dissipation.
- f. Stream stability shall be assessed when determining the number of barrels, height and width and culvert skew. Potential for scour shall be accounted for in the design.
- g. Culvert calculations shall be provided to the City for review. For creeks that have been modeled in the HEC-2 or HEC-RAS program, culverts and bridges can be sized using the HEC-2 or HEC-RAS model. Calculations may include, but are not limited to, headwall, tailwater, and flowline elevations, lowest adjacent grade and structure elevations, inlet and outlet control calculations and velocity calculations.

8. Bridges.

- a.** Two (2) feet of freeboard is required between the 100-year fully developed water surface elevation and the low chord of the bridge. Exceptions to this requirement must be approved by the City Engineer in writing.
- b.** The skew of the bridge piers and abutments shall be oriented as close to the normal or flood direction of flow resulting in an angle of attack as close to 0 degrees as possible.
- c.** Bridges shall be designed using standard methods.
- d.** Stream stability shall be assessed when designing the abutments and interior bents of the bridge. Scour shall be accounted for in the design.
 - i.** A scour analysis performed in accordance with TxDOT guidelines and procedures shall be submitted with bridge design plans. Scour revetment shall be provided and shall be designed using methodology outlined in *HEC-18 Evaluation Scour at Bridges* and *HEC-23 Bridge Scour and Stream Instability Countermeasures: Experience, Selection, and Guidance*. Alternative methodologies for scour analysis and revetment may be approved at the discretion of the City Engineer.
- e.** Bridge calculations shall be provided to the City for review. For creeks that have been modeled in the HEC-2 or HEC-RAS program, bridges can be sized using the HEC-2 or HEC-RAS model. Calculations may include, but are not limited to, headwall, tailwater, and flowline elevations, lowest adjacent grade and structure elevations, inlet and outlet control calculations and velocity calculations.

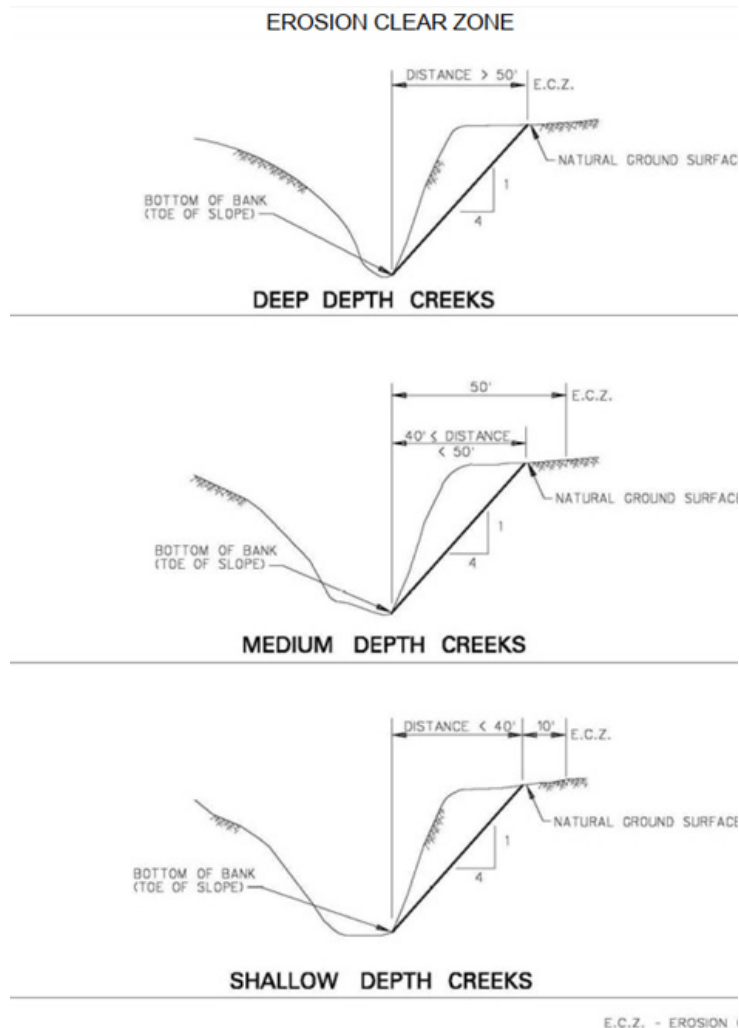
9. Channels.

- a.** Natural channels and their floodplains should be protected to minimize environmental, maintenance, and flooding issues per the Floodplain Ordinance. All natural channels with a drainage area over 100 acres should be preserved, to the extent possible, and surrounded by an Erosion Control Zone (see below) and/or Floodplain Zone. If excessive erosion conditions exist, then stabilization measures should be employed as approved by the City Engineer.
- b.** For smaller drainage areas, open channels are discouraged in urban areas. Open channels may be used instead of an enclosed system when the pipe size, necessary to carry the design storm event, exceeds the capacity of two (2) 60-inch RCP. Open channels shall not be permitted when two (2) 60-inch RCP pipes will carry the design flow, unless approved by

the City Engineer. Any channel modification must meet the applicable requirements of all Local, State, and Federal Regulatory Agencies.

- c.** Open channel design criteria:
 - i.** Channels may be left in their natural state provided that the channel velocities are 6.0 feet per second or less and that one (1) foot of freeboard is available during the design storm event.
 - ii.** If the natural channel is to be replaced by an improved channel, the flow from the 100-year design flood must be contained within the improved channel while allowing for one (1) foot of freeboard.
 - iii.** Improved channels shall be trapezoidal shaped with a minimum bottom width of four (4) feet and include a lined section if the design velocity is greater than six (6) feet per second. Lining types such as concrete, rock walls and gabions may be used upon approval of the City Engineer. The maximum velocity allowed in concrete lined channels is fifteen (15) feet per second.
 - iv.** Unless shown to be feasible in a soils report sealed by a licensed professional engineer in the State of Texas and approved by the City Engineer, improved channels shall have minimum side slopes of:
 - (a)** Four (4) feet horizontal to one (1) foot vertical for earthen, grassed-lined side slopes.
 - (b)** 1.5 feet horizontal to one (1) foot vertical for concrete-lined side slopes in rock.
 - v.** Where practicable, all unpaved channels should have enough grade to avoid ponding during backwater flow conditions. A minimum slope of 0.50% is required for earthen channels and swales, except those used as part of a wetlands area.
 - vi.** The developer or owner shall use low maintenance vegetation for vegetative cover, as approved by the City Engineer prior to planting. The selection of materials shall comply with the current ground cover listing for North Central Texas furnished through the Texas Agricultural Extension Service.
 - vii.** Any work that disturbs a natural stream or channel shall have a memorandum prepared by an environmental professional to satisfy jurisdictional determination as required by the US Army Corps of Engineers (USACE). Any further mitigation or permitting as required by the results of the memorandum shall be required prior to acceptance of the project.

- d. Manning's equation can be used to design channels and determine water surface elevations and velocities when backwater effects are negligible. Where backwater effects occur, channels and roadside ditches must be designed using models accepted by FEMA.
- e. The Erosion Clear Zone (ECZ) are needed to mitigate the risks of erosion in both natural, improved, and man-made channels by preventing construction close to the channel. The ECZ may be wider than the floodplain and shall be fully contained within a drainage easement and one of the following shall apply.
 - i. When a line is projected from the toe of the slope of the bank of the natural creek on a four horizontal to one vertical slope to the natural ground surface.
 - (a) If the resulting intersecting line is greater than 50 feet horizontally from the toe of the natural bank, the ECZ shall be located at the inter-section point. This is illustrated in the figure below, Deep Depth Creeks.
 - (b) If the resulting intersecting line is at least 40 feet, but less than 50 feet horizontally from the toe of the natural bank, additional footage shall be added to the requirements, so that a total of 50 feet measured horizontally from the toe of the bank is in the setback. This is illustrated in the figure below, Medium Depth Creeks.
 - (c) If the resulting intersecting line is less than 40 feet horizontally from the toe of the natural bank, additional 10 feet shall be added to the requirements. This is illustrated in the figure below, Shallow Depth Creeks.
 - ii. In lieu of an ECZ, a plan to stabilize and protect the banks of the creek with design calculations shall be approved by the Engineering Department prior to construction.



- f. All channel sections must consider and account for channel stabilization in their design, ensuring subcritical flow throughout the channel reach, except at designated drop structures or energy dissipators specifically designed to handle supercritical flow conditions. This requirement pertains to all sections whether they are left in their natural condition or are modified in any manner. The design of all drainage channels and swales shall ensure adequate capacity and minimum maintenance to overcome the result of erosion, silting, sloughing of bends or similar occurrences.
- g. When performing hydraulic analyses for channel or drainageway design, the starting water surface shall be based on the following criteria:
 - i. When the ratio of the drainage area of the receiving creek (at the confluence location) to the drainage area of the channel or drainageway being designed is fifteen (15) or greater, the 10-year water surface of the receiving creek shall be used as the starting water

surface for hydraulic design calculations. For creeks where the 10-year water surface is not available, the slope-area method will be used for starting design calculations.

- ii. When the ratio of the drainage area is less than fifteen (15), the 100-year elevation on the receiving creek shall be used as the starting water surface for design calculations.

Ration of Receiving Creek Drainage Area to Channel/Drainageway Drainage Area	Starting Water Surface for Hydraulic Design Calculations
15 or greater	10-year water surface of receiving creek
Less than 15	100-year elevation of receiving creek
Unavailable 10-year water surface for receiving creek	Slope-area method

- 10. The following zone of influence analysis should be performed to determine the need for detention. A structural control providing detention has a “zone of influence” downstream where its effectiveness is large enough to be noticed and quantifiable. Beyond this zone of influence the stormwater effects of a structural control become relatively small and insignificant compared to the runoff from the total drainage area at that point. A general rule of thumb is that the zone of influence can be considered to be the point where the drainage area controlled by the detention facility comprises 10% of the total drainage area. This is known as the 10% Rule. As an example, if a structural control drains 10 acres, the zone of influence ends at the point where the total drainage area is 100 acres or greater. For additional information, refer to NCTCOG iSWM Technical Manual – Hydrology Section. New development in Sanger shall do the following:

- a. Provide on-site detention facilities to limit the peak discharge of the development to pre-project levels for both the 2-year and 100-year storm events at the point(s) of discharge, or;
- b. Study downstream facilities throughout the zone of influence to determine if the receiving drainage facilities and/or natural channels have the capacity to convey the fully developed 100-year storm event with appropriate freeboard, and the fully developed 100-year storm event is conveyed within public right of way or existing drainage and/or floodplain easements.

- c. If the study determines that the necessary capacity with appropriate freeboard does not exist, the developer must construct the improvements to provide the necessary capacity or provide on-site detention facilities.
- d. If the study determines that the drainage and/or floodplain easements do not exist, the developer must obtain the necessary easements, or provide on-site detention facilities.
- e. Typical steps in a downstream assessment include:
 - i. Determine the outfall location(s) of the site and the pre-development and post-development site conditions.
 - ii. Using a topographic map determine a preliminary lower limit of the zone of influence (at the next junction beyond the 10% point).
 - iii. Using a hydrologic model determine the pre-development peak flows at each junction beginning at the development outfall(s) and ending at the next junction beyond the 10% point. Undeveloped off-site areas are modeled as “fully developed” for both the pre-development and post-development analyses. Evaluate the discharge of the 2-year and 100-year fully developed storms.
 - iv. Change the land use on the site to post-development conditions and rerun the model.
 - v. Compare the pre-development and post-development peak discharges at the downstream end of the model. If the post-developed flows are higher than the pre-developed flows, extend the model downstream. Repeat steps (c) and (d) until the post-development flows are less than the pre-developed flows.
 - vi. Downstream assessments are unnecessary if a development is less than 5% of the overall watershed at the outfall of the development.
- f. A downstream assessment may be required if the City has reason to believe that on-site detention may increase the fully developed 100-year peak flow due to coincidental peaks. If the assessment demonstrates coincidental peaks, on-site detention facilities will not be an acceptable option. Downstream improvements may be required if downstream capacity and easements are inadequate to convey the increased site flow. This will be determined by the Director of Engineering on a case-by-case basis.

11. Detention Design. Detention/retention facilities shall be designed for the 2- and 100-year design flood according to the following criteria:

- a. Dedicated detention/retention basins shall also include an additional one (1) foot of freeboard and one (1) foot of sediment storage (added to the depth of the pond). The volume of runoff storage for drainage areas greater than fifty (50) acres shall be computed using unit hydrograph procedures. Acceptable unit hydrograph procedures are provided in [Sec. 11 Improvements](#) of this article.

For drainage areas less than or equal to fifty (50) acres, the above methods are recommended; however, the modified rational method can be employed as detailed in the NCTCOG iSWM Technical Manual.

- b. Criteria established by the State of Texas for dam safety ([TAC Title 30, Part 1, Chapter 299](#)) and impoundment of state waters ([Texas Water Code Chapter 11](#)) shall apply, where required by the State and where, in the Engineer's judgment, the potential hazard requires these more stringent criteria. Lakes and dams will be designed with the top of the dam established by the routed design flood as defined by current Texas Commission on Environmental Quality (TCEQ) standards and regulations and shall assume fully developed watershed conditions based on the best available land use projections.
- c. A detention facility shall have enough gradient to ensure positive drainage to the outlet structures to avoid nuisance conditions such as standing water, odors, insects, and weeds. A minimum slope of 0.50% towards the outlet structure is required for all detention facilities.
- d. Detention areas in parking lots shall not be:
 - i. In required parking spaces but in extra spaces.
 - ii. Behind speed bumps unless the speed bumps are made with reinforced concrete.
 - iii. Deeper than six (6) inches unless otherwise approved by the City Engineer and warning signs shall be posted.
- e. Drainage Easements and Maintenance Agreement.
 - i. Requirement. A perpetual, non-exclusive drainage easement and maintenance agreement shall be granted for all detention/retention facilities, regardless of size or ownership configuration.
 - ii. Easement Scope. The easement shall grant the necessary right of access, ingress, egress, and passage for the purpose of inspecting,

maintaining, repairing, and upgrading the detention/retention facility. This includes, but is not limited to, activities such as vegetation management, sediment removal, outlet structure maintenance, and emergency repairs.

- iii. Maintenance Agreement. The maintenance agreement shall clearly define the responsibilities of all parties involved in the ongoing upkeep of the detention/retention facilities. This shall include provisions for routine maintenance tasks in accordance with subsection h.
- f. Detention facilities shall be designed to empty in less than 24 hours, unless it is also serving as an erosion control facility.
- g. The following criteria shall apply for pond and spillway geometry:
 - i. Detention basin embankments shall have a 10-foot crown width. For access to the pond bottom, provide a maintenance ramp of at least 10 feet wide with a maximum slope of 15%. Twelve (12) feet in width is required next to vertical walls.
 - ii. Fencing may be required around the detention area at the discretion of the City Engineer.
 - iii. Grassed side slopes shall be 4:1 or flatter and less than 20 feet in height. Slopes protected with concrete riprap shall be no steeper than 2:1. A detailed geotechnical investigation and slope stability analysis is required for grass and concrete slope pavement slopes greater than 12 feet in height. A concrete-lined or structural embankment can be steeper with the approval of the City Engineer.
 - iv. A non-erodible emergency spillway shall be provided above the 100-year maximum storage elevation with sufficient capacity to convey the fully developed flood mitigation storm assuming blockage of the closed conduit portion outlet works with 6 inches of freeboard. Spillway requirements must also meet all appropriate state and federal criteria. Design calculations will be added for all spillways.
 - v. Where the outflow structure conveys flow through the embankment in a conduit, the conduit shall be reinforced concrete and designed to support the external load. The conduit is to withstand the internal hydraulic pressure without leakage under the full external load and must convey water at the design velocity without damage to the interior surface of the conduit. Antiseep collars or other acceptable piping protection shall be provided for all conduits that discharge through the embankment.

- vi. If the outflow structure discharges flows into a natural stream or unlined channels, discharge shall be at a non-erosive rate.
 - vii. Dry detention basins are sized to temporarily store the volume of runoff required to provide flood protection up to design storm, if required. As such, pilot channels should follow the edges of the basin to the extent practical. The bottom of the basin shall have a minimum grade of 1%, although swales may have minimum grades of 0.5%. Concrete flumes shall be provided for slopes less than 0.5% and may have slopes as shallow as 0.2%. They shall be at least 6 feet wide.
- h. Detention facilities used as a sediment control device shall meet the following requirements:
- i. The sediment control facility shall be designed with minimal velocities such that sediment is dropped and not picked up by flows at any time during the storm event;
 - ii. The basin shall be designed with adequate sediment storage area so that sediment removal is not required more than twice a year. Expected removal periods greater than twice a year must be specified in the maintenance plan and approved by the City Engineer; and,
 - iii. Sediment control facilities cannot be used to meet detention requirements unless the volume of sediment is included in the calculations for the detention basin design.
- i. The owner shall maintain detention/retention facilities unless the facilities are dedicated to the City. The following measures are required to ensure the facility functions properly:
- i. Facilities should be mowed at least twice a year to control weeds and discourage woody growth;
 - ii. Debris, litter and accumulated sediment should be removed from detention facilities at least twice a year. Particular attention should be given to removal of debris, litter and sediment around outlet structures; and,
 - iii. Detention basins designed for sediment removal shall be maintained as specified in the maintenance plan and approved by the City with construction plan submittal.
12. Flumes. The widespread use of flumes is not recommended. Flumes shall not be permitted when the purpose of a permanent flume is to carry runoff down the sides of earthen channels. A flume may be used to direct overflow runoff along property lines until the runoff can be intercepted by streets or

conduits. Flumes crossing sidewalks shall be covered or bridged such as to minimize Residential danger to pedestrians.

13. Grading and Drainage.

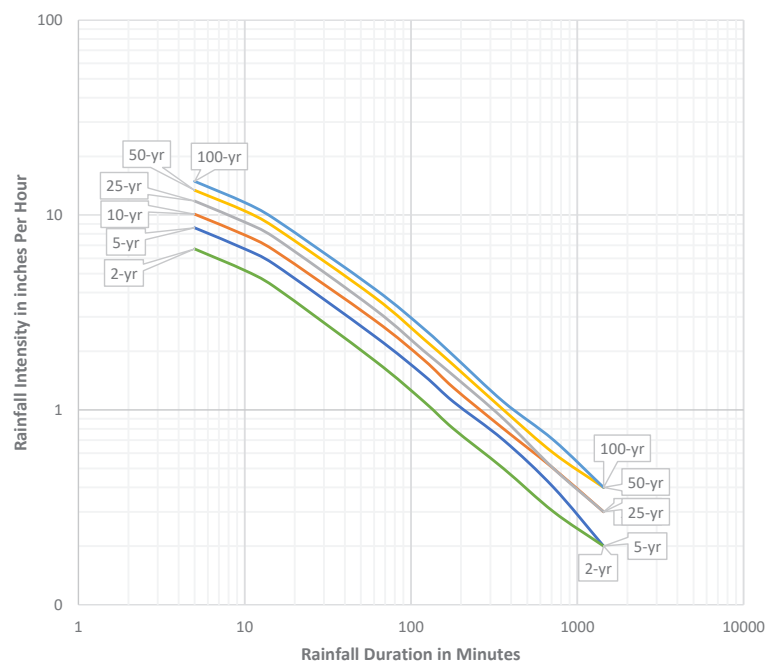
- a.** Surface runoff from residential lots shall cross no more than one additional lot before being directed toward the street or a dedicated drainage system. When the flow reaches the second lot, side lot swales shall be in place to direct the flows to the street or to a dedicated City drainage system within an easement in the rear yard. Furthermore, no more than one lot may drain to a second lot before the flow is directed to a street or to a dedicated City drainage system. Where lot to lot drainage occurs, the lot lines shall be aligned, and a dedicated private drainage easement shall be provided.
- b.** Three general categories of residential lot grading and drainage plans are anticipated within the City of Sanger as shown in Figure No. 1. Specific deviations from these three plans will be considered on an individual basis by the City Engineer.
- c.** When adjacent to the floodplain, the finished floor elevation (FFE) of commercial buildings shall be two (2) feet above the 100-year fully developed based flood elevation (BFE) of the ultimate floodplain. The FFE elevation of residential buildings shall be two (2) feet above the 100-year fully developed based flood elevation (BFE).

14. Floodplain Management.

- a.** Floodplain Development Permit (FDP) shall be required for all proposed development in an area of special flood hazard (floodplain). Please see the FDP application for procedures.
- b.** If study involves a FEMA flood zone, 2 flood study reports should be submitted, 1 for fully developed watershed conditions for the City and 1 post-construction FEMA LOMR for existing watershed conditions for City and FEMA including FEMA review fees.
- c.** Where construction occurs within a FEMA defined floodplain with established floodway, a CLOMR and LOMR must be obtained from FEMA unless a variance for CLOMR is obtained from the City.
- d.** Flood studies shall include the following storm events: 2-, 5-, 10-, 25-, and 100-year.
- e.** Construction within a FEMA or City defined floodplain shall not increase the 100-year existing or fully developed water surface elevation.

- f. If the stream has a floodplain defined without base flood elevations, then base flood elevations shall be developed by the engineer using existing watershed conditions and post project conditions for the FEMA submittal.
- g. Construction within a FEMA defined floodplain fringe with an established floodway shall not increase base flood elevations by more than approved in the FEMA hydraulic floodway model and most current FIS.
- h. Floodway elevations shall be based on an equal degree of encroachment and equal reduction in conveyance on both sides of the stream.
- i. Encroachments or increased flows shall not increase flood damages.
- j. No adverse impacts to adjacent property owners shall result from development within the 100-year existing or fully developed floodplain.
- k. Construction shall not introduce erosive velocities (6 ft/s) for any of the analyzed storm events.
- l. Construction shall result in no loss of valley storage for Clear Creek, Duck Creek, and Ranger Branch, and a 15% maximum loss of valley storage for any other tributary for any reach, except at bridge and culvert crossings where it can be proven that there are no detrimental effects downstream. City Floodplain Development Permit Application must be submitted including any accompanying materials such as tables, model output, etc.

Appendix 11A. Intensity - Duration - Frequency Curve



APPENDIX 11B. MINOR HEAD LOSSES

Entrance Losses

1. Equation

$$HL = K_e \frac{(V_2)^2}{2g}$$

Where

HL = Head Loss (feet)

V_2 = Velocity in Downstream Pipe (ft/s)

K_e = Head Loss Coefficient

G = Gravity Constant (32.2 ft/s²)

2. Entrance Loss Coefficient

Type of Structure and Design of Entrance	K_e
Concrete Pipe	
Projecting from fill:	
Socket End (Groove End)	0.2
Square Cut End	0.5
Headwall or Headwall and Wingwalls	
Socket End of Pipe (Groove End)	0.2
Square Edge	0.5
Rounded (radius = 1/12D)	0.2
Mitered to conform to fill slope	0.7
End section conforming to fill slope	0.5
Beveled edges, 33° to 45° bevels	0.2
Side- or slope-tapered inlet	0.2
Pipe or Pipe Arch Corrugated Metal	
Projecting from fill (no headwall)	0.9
Headwater or headwall and wingwalls square-edged	0.5
Mitered to conform to fill slope, paved or unpaved slope	0.7
End section conforming to fill slope	0.5
Beveled edges, 33° to 45° bevels	0.2
Side- or slope-tapered inlet	0.2
Box, Reinforced Concrete	
Headwall parallel to embankment (no wingwalls):	
Square-edged on 3 edges	0.5

APPENDIX 11B. MINOR HEAD LOSSES

Entrance Losses

Rounded on 3 edges to radius of 1/12 barrel dimension or beveled on 3 sides	0.2
Wingwalls at 30° to 45° to barrel	
Square-edge rounded to radius of 1/12 barrel dimension or beveled on 3 sides	0.2
Wingwalls at 10° to 25° to barrel	
Square-edged at crown	0.5
Wingwall parallel (extensions of sides):	
Square-edged at crown	0.7
Side or slope-tapered inlet	0.2

E. Water Systems. Water systems shall be of enough size to furnish adequate domestic water, to furnish fire protection to all lots and shall conform to the City's comprehensive plan and meet the requirements, in all respects, of the Texas Department of Health. The City Engineer shall make the final determination of the adequacy of water mains proposed

1. Materials.

a. Water Mains.

- i.** All water mains twelve (12) inches in diameter and smaller may be AWWA C900 polyvinyl chloride (PVC) pipe or an approved equal. Water mains larger than twelve (12) inches in diameter may be constructed with either pre-tensioned or pre-stressed concrete steel cylinder pipe, AWWA C900 polyvinyl chloride (PVC) pipe or an approved equal.
- ii.** The subdivider shall comply with all applicable NCTCOG Standard Specifications, division 2, item 2.12., sections 2.12.5., 2.12.8., and 2.12.20.

b. Gate Valves. Gate valves shall be furnished in accordance with the NCTCOG Standard Specifications, division 2, item 2.13., section 2.13.1.

c. Fire Hydrants.

- i.** Fire hydrants shall be furnished in accordance with the NCTCOG Standard Specifications, division 2, item 2.14.
- ii.** The subdivider shall furnish drawings with complete detailed dimensions of the fire hydrant proposed for the subdivision.

2. Installation and Testing.

a. Water Mains, Fittings, Gate Valves and Fire Hydrants.

- i.** The subdivider shall comply with all applicable NCTCOG Standard Specifications in division 6, for installing materials that comply with the standards of the City.
- ii.** Prior to approval of plans and specifications for ductile iron pipe, the subdivider shall perform a soil survey to establish the corrosive characteristics of the soil at, and along, the alignment of the proposed water mains. If the corrosive characteristics of the soil are found to be excessive or indicate a potential for a corrosive condition, then an approved polyethylene encasement or wrapping shall be installed to protect the pipe in accordance with the NCTCOG Standard Specifications, division 2, item 2.9., section 2.9.5.
- iii.** Tap installations on PVC pipe will be made by attaching a bronze service clamp equipped with a sealed threaded port on the periphery of the main; then drilling through the pipe wall to complete each service port. Taps may be made either on an uncharged system or into a main under pressure.

b. Location.

- i.** All water mains shall be constructed within street rights-of-way or easements dedicated to the City.
- ii.** Easements shall be provided for water mains which parallel any state numbered highway.
- iii.** Water mains shall be installed in or extended along all frontage streets of the proposed subdivision and shall be connected to all existing water mains where convenient. Provision of water mains in conjunction with cul-de-sac streets shall be at the discretion of the City Engineer. To ensure reliability of service, dead-end mains of adequate capacity shall not exceed three thousand (3,000) feet in length. Adequate capacity shall be determined by the standards for fire flow as adopted by the City and/or required by the State of Texas whichever is more stringent.
- iv.** In single-family zoning districts commonly referred to as “residential sections,” the minimum size of water main shall be eight (8) inches in diameter. Where intervals between “cross-connecting” mains must exceed one thousand two hundred (1,200) feet, or where dead-ends must exist, eight (8) inch diameter or larger mains shall be installed.
- v.** Eight (8) inch diameter and larger mains shall be installed in zoning

districts commonly referred to as “commercial”, “industrial,” or “multifamily” with minimum size eight (8) inch diameter intersecting mains every six hundred (600) feet as required by the City. Where dead-ends must exist, eight (8) inch diameter or larger mains shall be installed. The minimum limits set forth in the above shall not be exceeded except upon the specific approval by the City Engineer, city building official and the Fire Chief, but in no event shall these requirements be less than the minimum required by the City and/or the State of Texas whichever is more stringent.

- vi. All valves buried in the ground shall be provided with cast-iron valve boxes of proper dimensions to fit over the valve bonnets and to extend to such elevation at or slightly above the finished street grade or ground line, as approved by the City. Tops shall be complete with covers marked “water” and shall be adjustable. Valve boxes shall be set vertical and concentric with the valve stem.

Any valve box which has so moved from its original position as to prevent the application of the valve key shall be satisfactorily reset by the developer at his own expense. A reinforced concrete pad of the dimensions, 3'-0" x 3'-0" x 6", shall be poured around all valve boxes that are outside the pavement section, unless otherwise directed by the City.

- vii. Fire hydrants shall be placed to conform to the requirements as adopted by the City. Each hydrant shall be set upon a slab of stone or concrete not less than four (4) inches thick and not less than one (1) square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete above specified may be omitted.

The hydrant shall be set perpendicular, and to the proper depth, and shall be carefully and substantially blocked against firm trench walls using class 2,000 concrete.

- viii. Fire hydrants shall be installed and operable prior to the erection of any building in which any combustible material is used as determined by the Fire Chief.

F. Sanitary Sewers. Sanitary sewer facilities shall be furnished and installed to adequately service the subdivision and shall conform to the City's sanitary sewer plan and meet the requirements, in all respects, of the Texas Commission on Environmental Quality or its successors. The adequacy of the sewerage facilities provided by the subdivider shall be determined by the City.

1. Materials.

a. Sewer Mains and Appurtenances.

- i. Sanitary sewer mains shall be constructed using polyvinyl chloride (PVC) pipe.

The subdivider shall comply with the applicable Standard Specifications of division 2, which are related to the materials for the sewer mains accepted by the City.

Connections shall be made with a fabricated fitting specifically designed for the purpose. Field-glued connections are not allowed. When PVC pipes pass through a manhole wall, a water-tight connection shall be achieved using approved watertight sleeves or boots with materials compatible with both PVC and concrete and designed to resist long-term exposure to wastewater and environmental conditions, or using an alternative connection method that meets or exceeds current safety and performance standards as approved by the City Engineer.

- ii. The minimum diameter of sewer mains shall be eight inches (8"). Six (6) inch diameter sewer mains may be acceptable only for short distances (not to exceed four hundred (400) feet) and only in locations where the main will not be extended, as approved by the City Engineer.

- iii. Manholes shall be constructed in accordance with the applicable NCTCOG Standard Specifications, division 6, item 6.7., section 6.7.2.(i).

The manholes shall be placed at points of change in alignment, grade, size of sewer, the intersection of sewers; at the right-of-way lines of major and secondary thoroughfares, whether existing or proposed, and the end of all sanitary sewer mains subject to extension.

Maximum manhole spacing for sewers with straight alignment and uniform grades should be determined to assure continuous operation based on available Gleaning equipment. The maximum manhole spacing shall be five hundred (500) feet in all cases.

- iv. Standard cleanouts shall be constructed at the ends of all sanitary sewers not subject to extension and shall be in accordance with the applicable Standard Specifications, division 6, item 6.7., section 6.7.2.(j).

b. Lift Stations and Force Main.

- i. All lift stations shall be designed and constructed with two (2) or more sewage pumps, and the stations shall be capable of pumping the design maximum flow with the largest pump out of service. Detailed

layout, projected flows, design data, plans and specifications of the lift station and pumps shall be submitted to the City Engineer prior to the purchase and installation of the pumps.

All force mains shall be polyvinyl chloride (PVC) or an approved equal, furnished in accordance with the applicable NCTCOG Standard Specifications, division 2.

For the initial flows or at design for average flows, a cleansing velocity of at least two (2) feet per second shall be maintained, with the velocity not to exceed five (5) feet per second at the peak pumping rate. Where high points are necessary in the design of the force main, automatic air relief valves shall be placed at high points in the force main to prevent air locking.

- ii. The design of the lift station and force main shall comply, in all respects, with the “design criteria for sewerage systems” of the Texas Commission on Environmental Quality (TCEQ) or its successors.
- c. Location. Wherever possible, sewers shall be in the alleys or easements and shall be a minimum of five (5) feet to six and one-half (6-1/2) feet deep to the invert. Easements shall be provided for sewer mains which parallel any state-numbered highway.
- d. Installation and Testing.
 - i. All sewers shall be laid in straight alignment where possible with a uniform grade between the manholes. In those cases where horizontal curvature must be utilized to serve a particular area, the minimum radius of curvature shall be one hundred (100) feet.

Grades and appurtenances of sanitary sewers shall conform to the requirements of the Texas Commission on Environmental Quality (TCEQ) or its successors and the following are the minimum and maximum slopes which should be provided for a velocity greater than two (2) feet per second and less than ten (10) feet per second when flowing full.

Sanitary Sewer Pipe Diameter (inches)	Minimum Slope (%)	Maximum Slope (%)
6	0.50	12.35
8	0.335	8.40
10	0.25	6.23
12	0.20	4.88

Sanitary Sewer Pipe Diameter (inches)	Minimum Slope (%)	Maximum Slope (%)
15	0.15	3.62
18	0.115	2.83
21	0.095	2.30
24	0.08	1.93
27	0.07	1.65
30	0.06	1.26
33	0.055	1.26
36	0.045	1.12
39	0.04	1.01
> 39	*	*

* For pipes larger than 39 inches in diameter, the slope is determined by Manning's formula to maintain a velocity greater than two (2) feet per second and less than ten (1) feet per second when flowing full.

- ii. The excavation, embedment and backfill requirements for the sewer pipe shall all be in accordance with the applicable Standard Specifications, division 6, item 6.2. On non-ferrous pipe, class B+ embedment shall be used per Standard Specifications, division 6, item 6.2.9.(c)(6).
- iii. Performance tests of the sewer mains, manholes and appurtenances shall be performed and documented by the subdivider in accordance with the procedures and requirements of the Standard Specifications, division 6, item 6.7.

Visual inspection by photographic means (either video or film) shall be required on all sewer mains under the proposed street pavement and shall be performed after completion and acceptance of the street subgrade but prior to the final paving.

Prior to any testing being performed, the subdivider shall submit for approval to the City Engineer a full description of the method for testing and the procedures that are to be employed.

G. Utility Services.

1. All services for utilities shall be installed for each lot in such a manner to eliminate the necessity for disturbing the street and the alley pavement, curb, gutter, sidewalks and drainage structures when connections are made. Water meters shall not be located within the approach or driveway of any property.

2. The subdivider shall provide separate service lines for water and sanitary sewerage to each lot or point of metering. The developer shall install separate service lines for each potential business.
3. Water service lines shall be in accordance with Standard Specifications, division 6.7., and shall be provided with a corporation stop at the main and a curb stop located at least two (2) feet outside of curb at a depth of not less than one and one-half (1-1/2) feet. All service lines shall be on an individual basis. No bullhead connections allowed.

A meter box, meter yoke and miscellaneous fittings shall be furnished and installed by the subdivider and shall conform to the standard materials currently used by the City.

4. Sanitary sewer service lines shall have a minimum diameter of four (4) inches in residential districts and six (6) inches in commercial and industrial districts, shall meet the same requirements for sanitary sewers described above, shall be constructed from the main to the building using wyes and necessary bends, and shall have a minimum cover at the property line of four (4) feet, where possible.
5. The subdivider shall place a suitable marker at the point where said service lines are stubbed out so that these lines can be easily located for connection by the City. Suitable markers shall be "W" for water and "S" for sewer stamped in top of curb, or edge of the pavement if no curb is constructed. Letters shall have a minimum height of two (2) inches and a minimum width of two (2) inches.
6. The subdivider shall make arrangements with all other appropriate utility companies for the extension of their respective utility lines and service, including telephone and cable services, to and within the addition and for any costs or refunds of such costs.
7. The use of underground electrical services and transmission lines is required for all subdivisions.

H. Street Lighting.

1. Street lighting shall conform to the latest edition of the [Illuminating Engineering Society Lighting Handbook](#). Aggregate poles with approved fixtures shall be used and lighting levels, as recommended, shall be provided for very light traffic in residential areas, medium traffic on collector streets, and heavy traffic on thoroughfares. In no instance shall the spacing between streetlights exceed four hundred (400) feet.
2. The street lighting plan shall be approved by the City Engineer. The street lighting plan shall include all information required on plats for each plan sheet.

3. Initial cost of installation of street lighting shall be borne by the subdivider. Street lighting shall not be installed in undeveloped areas, unless monitored and maintained by the developer, until homes/businesses have been occupied within one hundred (100) feet of the light.

- I. **Construction Contracts.** The subdivider shall contract for construction of the street, drainage, water and sewer improvements in accordance with the plans and specifications approved by the City.
- J. **Record Drawings (As-Built Plans).** The subdivider shall furnish the City Engineer one (1) set of reproducible as-built drawings and one electronic copy compatible with the City of Sanger's CAD system prepared and certified correct by the subdivider's engineer within thirty (30) days after completion of construction. These as-built drawings shall be twenty-two (22) inch by thirty-four (34) inch sheets and shall show complete details of the installation improvements and appurtenances as required by the City, including, but not limited to:
 1. Plans, profiles and cross sections of all streets and alleys;
 2. Plans, profiles and cross sections of all drainage projects;
 3. Locations of water and sewer mains with respect to property lines;
 4. Size, manufacturer and location with respect to property corners of all water valves and fire hydrants;
 5. Profiles of sanitary sewers with manhole locations referenced to property corners;
 6. Detailed diagrams of any special installations such as inlets, junction boxes, headwalls, bores, roadway crossing, siphons and channel crossings;
 7. The size, materials and locations with respect to property corners of all water and sewer service lines installed;
 8. Locations and quantities of rock excavation and pavement cut;
 9. Locations of other utilities encountered;
 10. Oversize designations (if any) for water and sewer mains; and
 11. Ground elevation of each lot at the front and rear building lines to be shown on the grading plan.
- K. **Inspection.** The subdivider shall provide inspection service through his/her engineer to ensure that construction is being accomplished in accordance with the plans and specifications approved by the City Engineer. The subdivider shall notify the City Engineer forty-eight (48) hours prior to commencement of construction. This notice shall give the location and date of the start of construction. If the City Engineer determines it necessary, he/she shall have the right to inspect any construction work being performed to ensure that it is proceeding in accordance with the intent of the provisions of this article.

- L. Testing.** The City will determine which lab is to be used for testing service, testing services will be arranged and paid for by the owner/developer. It shall be the responsibility of the developer's engineer to coordinate the scheduling of all required tests with the testing laboratory. Testing shall be conducted in accordance with the procedures set forth in part III of the Standard Specifications for like work at the frequency specified therein or as directed by the City Engineer.
- M. Surveyor's Certificate.** The subdivider shall furnish a certificate, prepared and certified correct by the subdivider's surveyor, stating that the positions of all monuments and lot markers have been confirmed, or corrected, if necessary, following completion of on-site public improvements to conform to the location of same on the final plat of the development.
- N. Contract Completion Certificate.** The subdivider shall furnish the City a "contract completion certificate" prepared and certified correct by the subdivider's engineer showing an itemized final statement of all costs, including engineering, related to the construction as required by the City, within ten (10) days after completion of construction, and indicating that all improvements have been completed in accordance with the approved plans and specifications.
- O. Acceptance.** The City's acceptance of such work shall be by the City's approval and endorsement of the contract completion certificate. Such acceptance by the City will not be given until satisfactory record drawings have been received by the City.
- P. Affidavits.** The subdivider and the contractor shall furnish the City a subdivider's payment affidavit stating that all payments due the contractor have been paid and a contractor's payment affidavit stating that any and all amounts due for labor, materials, supplies, services or claims in conjunction with said construction have been paid in full. These affidavits shall be furnished within thirty (30) days following acceptance of work by the City.
- Q. Compliance by Subdivider.** The City shall not be obligated to permit connection of any water or sewer extension to existing system facilities or provide service therefrom or to reimburse any oversize main cost prior to the full compliance by the subdivider with all the requirements of this article.

SECTION 12: Final Fees and Charges

The schedule of fees and charges shall be paid to the City when any plat is tendered for approval. Each of the fees and charges shall be paid in advance.

- A.** The administrative officials shall calculate the basic fees and charges for plat review in accordance with the fee schedule found in [Appendix A](#) of this Code.

SECTION 13: Maintenance Bond or Escrow Account

The subdivider shall furnish a good and sufficient maintenance bond in the amount of ten (10) percent of the contract price, or in such amount as approved by the City, with a reputable and solvent corporate surety, in favor of the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is furnished to the City.

- A.** The subdivider may, in lieu of providing a maintenance bond, deposit in an interest-bearing escrow account with a reputable financing institution, an amount equal to ten (10) percent of the contract price or in such amount as approved by the City.
- B.** This escrowed amount shall be on deposit, in favor of the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the entire project. Final acceptance will be withheld until said escrow account has been established to the satisfaction of the City.
- C.** On such date when the maintenance period expires, the City shall release the escrow account, plus all accrued interest, to the subdivider, less any maintenance or repair costs incurred by the City due to defective workmanship or materials.

SECTION 14: Extension to Extraterritorial Jurisdiction of City

- A.** The subdivision regulations of the City, as it now exists or may hereafter be amended, is hereby extended to all of the area lying within the ETJ of the City, and the rules and regulations within said subdivision regulations governing plats and subdivision of land shall be applicable to such area within said ETJ from and after the date of final passage of this ordinance.
- B.** Subdivisions or platting of any tract of land within the ETJ of the City shall be regulated by these subdivision regulations.
- C.** Private streets are permitted within the ETJ only when each of the following conditions is met:
 - 1.** At the time a plat is to be filed for recordation, Denton County has refused to accept the dedication of the associated streets as public streets;

2. The Planning and Zoning Commission finds that the property being platted cannot at present be annexed into the City limits, permitting the streets to be dedicated as public streets;
3. The City Engineer finds that the proposed private streets have been or shall be constructed to the City's standards for a public street;
4. The Planning and Zoning Commission finds that the proposed private streets shall be maintained by a properly-created property owners association and shall provide adequate easements for public utilities, stormwater drainage, and the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement, trash collection, postal delivery, and utility maintenance; and
5. The Planning and Zoning Commission finds that the creation of the proposed private streets does not interfere with the orderly development of the area and ability to provide for adequate transportation, utilities, and public services to properties within the plat and the adjacent areas.

SECTION 15: Other Requirements

- A. **Exceptions.** These rules and regulations are the standard requirements of the City. A variance or waiver of any of these rules and regulations may be granted by the City Council, upon a showing that there are special circumstances or conditions affecting the property in question and that enforcement of the provisions of this ordinance will deprive the applicant of a substantial property right, and that such variance or waiver, if granted, will not be materially detrimental to the public welfare or injurious to other property rights in the vicinity.
- B. **Penalty.** Any person, firm or corporation who shall violate any of the provisions of this article or who shall fail to comply with any provision hereof in the City of Sanger shall be guilty of a class C misdemeanor and be subject to a fine of not more than two-hundred dollars (\$200.00). Each day that such violation continues shall constitute a separate offense and shall be punishable, accordingly.
- C. **City Required to Advertise for Bids.** If any subdivision improvements are eligible for refunds or potential refunds to the subdivider for off-site paving or oversize, border or approach water or sewer mains, the City is required by law to take competitive bids for the work involved. Competitive bids will be taken by the City, and the contract award will be made by the City Council in accordance with procedures established by state laws and the ordinances of the City.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance 06-12-25 a rewrite of Chapter 14 Planning and Zoning, of the Code of Ordinances.

SUMMARY:

- Expanded definitions and revised language
- Revised use table (zoning districts)
- Improved searchability
- Revised language for clearer comprehension
- Eliminated contradictory language
- Integrated language responsive to legislative changes (Tx 86-88 Leg. Session)
- Aligned dimensions and setbacks in accordance with adopted building codes
- Corrected points-of-contact for administrative staff throughout the align procedures with city positions
- Updated procedures for zoning approvals and ordinance adoptions
- Clarified procedures for appeals with Zoning Board of Adjustments
- Eliminated hard coded fee and replaced with reference to Appendix A (Master Fee Schedule)
- Eliminated obsolete language references
- Added definitions for various gambling devices and prohibited use except with SUP requirement in PD and I districts
- Created Non-Conforming Use notice requirements
- Mini-storage off-street parking regulations modified
- Combined Light Industrial and Heavy Industrial Districts
- Improved landscape regulations
- Planning & Zoning recommended approval on 06-09-25

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 06-12-25

Exhibit A

CITY OF SANGER, TEXAS

ORDINANCE 06-12-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, BY REPEALING AND REPLACING CHAPTER 14 AND EXHIBIT 14A PLANNING AND ZONING, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-12-25 amending Chapter 14 and Exhibit 14A, Planning and Zoning; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 14, Exhibit 14A Planning and Zoning is amended as provided **Exhibit A.**

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this **16th** day of **June**, 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A



ARTICLE 14.100

ZONING ORDINANCE

ADOPTED MMMM DD, YYYY



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ARTICLE I.

ADMINISTRATION AND REGULATIONS

Article 14.100 Zoning Ordinance Adopted*

The Zoning Ordinance governing the use of land within the City as adopted by Ordinance No. 015-87 of August 3, 1987, is included as Appendix A to this Chapter. Due to the technical nature of the Zoning Ordinance, it has been printed for inclusion herein exactly as adopted and subsequently amended. (1992 Code of Ordinances, Chapter 12, Article 12.100)

Appendix A

ZONING ORDINANCE OF THE CITY OF SANGER, TEXAS

ORDINANCE NO. [[###]]

as amended

An ordinance amending in its entirety the existing zoning ordinance (no. 76-5) of the City of Sanger, Texas, as amended; providing for zoning in the City of Sanger, Texas, and regulating the size and use of buildings and lots that may be occupied; adopting a certificate of occupancy and requiring compliance; providing for completion of buildings under construction, zoning district boundaries, and changes and amendments; providing for nonconforming lots and structures; providing for a penalty for violation; providing for a savings clause; providing for a board of adjustment; providing for conversion of existing zoning categories to new categories; providing for an effective date.

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

SECTION 1: Preamble

That the Zoning Ordinance of the City of Sanger, Texas, (Ordinance No. 1964-2) as passed and approved on February 3, 1964, together with all subsequent amendments thereto, is hereby amended in its entirety to read as follows:

SECTION 2: Purpose

Zoning Regulations and Districts are herein established in accordance with the City's most recent Comprehensive Plan, as adopted and amended, for the purpose of promoting the City's potential for families, businesses, and

opportunities for responsible growth. They are designed to increase walkability, support the efficient use of land while enhancing the natural environment, plan for future public services that will adequately serve the community, support higher density residential and mixed-use development, and encourage infill development within the core of the City of Sanger. They are also designed to adequately delineate specific land uses between the Downtown and City-Wide and ETJ areas.

SECTION 3: Zoning District Map and Boundaries

- A.** The boundaries of the zoning districts set out herein are delineated upon the Official Zoning District Map of the City of Sanger, Texas, said map being hereby adopted as a part of this ordinance as fully as if the same were set forth herein in detail.
- B.** Two (2) original, official and identical copies of the Official Zoning District Map are hereby adopted bearing the signature of the Mayor and attestation of the City Secretary and shall be filed and maintained as follows:
 - 1.** One copy shall be filed with the City Secretary, to be retained as the original record and shall not be changed in any manner.
 - 2.** One copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation in issuing building permits, certificates of occupancy and compliance and for enforcing the Zoning Ordinance.
 - 3.** Reproductions for information purposes may from time to time be made of the Official Zoning District Map. The map may be updated as individual zoning requests are approved.
 - 4.** If, in accordance with the provisions of this ordinance, changes are made in district boundaries or other matters portrayed on the Official Zoning District Map, such changes shall be entered on the Official Zoning District Map promptly after the amendment has been approved by the City Council. No amendments to this ordinance which involves matter portrayed on the Official Zoning District Map shall become effective until after such change and entry has been made on said map. The City shall maintain records identifying the ordinance number making such changes and the effective date of the change.
 - 5.** No changes of any nature shall be made in the Official Zoning District Map or matter shown thereon except in conformity with the procedures set forth in this ordinance. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this ordinance.

6. The Official Zoning District Map shall be made available to the public at all hours when the office of the City Secretary is open to the public and a digital copy shall be maintained on the City's website. Digital maps, created through the use of geographic information system technology, containing registration points recorded on the Texas State Plan Coordination System, as amended, may be used in the administration and enforcement of this ordinance, but shall not replace the paper originals of official maps required by this section.
 7. If the Official Zoning District Map is partially or entirely damaged, destroyed, lost, suffers deterioration, or is otherwise unreadable, the City Council may adopt a new Official Zoning District Map by ordinance following a public hearing. The new Official Zoning District Map that the City Council adopts under this section replaces and supersedes any prior Official Zoning District Map following adoption.
- C. The district boundary lines shown on the zoning district map are usually along streets, alleys, property lines or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:
1. Boundaries indicated as approximately following streets, highways or alleys shall be construed to follow the centerline of such street, highway or alley.
 2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lines.
 3. Boundaries indicated as approximately following city limits shall be construed as following city limits.
 4. Boundaries indicated as following railroad or utility lines shall be construed to be the centerline of the right-of-way or if no centerline is established, the boundary shall be interpreted to be midway between the right-of-way lines.
 5. Boundaries indicated as approximately following the centerlines of streams, drainage ways or other bodies of water shall be construed to follow such centerlines.
 6. Boundaries indicated as parallel to or extensions of features indicated in Article I, Section 3.C.1 through Article I, Section 3.C.5 above shall be so construed. Distances not specifically indicated on the original Zoning Map shall be determined from the graphic scale on the map.
 7. Whenever a street, alley, or other public way is vacated by official action of the City Council or the same is franchised for building purposes, the zoning districts bordering it on each side shall automatically extend to the centerline of such vacated or franchised street, alley, or other public way, and all affected areas shall then be subject to the regulations of the extended districts.

8. Where physical features of the ground are at variance with information shown on the official zoning district map, or if there arises a question as to how a parcel of property is zoned and such question cannot be resolved by the application of Article I, Section 3.C.1 through Article I, Section 3.C.7 or the zoning of property is invalidated by a final judgment of a court of competent jurisdiction, the property shall be considered classified for [A - Agricultural District](#), temporarily. In an area determined to be temporarily classified for A - Agricultural District, no person shall construct, add to or alter any building or structure or cause the same to be done; nor shall any use be located therein or on the land which is not permitted in an A - Agricultural District, unless and until such territory has been zoned to permit such use by the City Council.

SECTION 4: Temporary Zoning - Annexed Territory

All territory hereafter annexed to the City of Sanger shall be temporarily classified for [A - Agricultural District](#) until permanent zoning is established by the City Council of the City of Sanger. The procedure for establishing permanent zoning on annexed territory shall conform to the procedure established by law for the adoption of original zoning regulations.

In an area temporarily classified as A - Agricultural District:

1. No person shall erect, construct, or proceed or continue with the erection or construction of any building or structure or cause the same to be done in any newly annexed territory to the City of Sanger without first applying for and obtaining a building permit or certificate of occupancy from the Building Official or the City Council as may be required.
2. No permit for the construction of a building or use of land shall be issued by the Building Official other than a permit which will allow the construction of a building permitted in the A - Agricultural District unless and until such territory has been classified in a zoning district other than the A - Agricultural District by the City Council in the manner prescribed by the law.

SECTION 5: Compliance

All land, buildings, structures, or appurtenances thereon located within the City of Sanger, Texas, which are hereafter occupied, used, erected, altered, removed, placed, demolished or converted shall be occupied, erected, altered, removed, placed, demolished or converted in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located as hereinafter provided.

SECTION 6: Off-Street Parking and Loading Requirements

To secure safety from fire, panic, and other dangers; to lessen congestion in the streets; to facilitate the adequate provisions of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land, minimum off-street parking and loading shall be provided as set forth in the following schedules and provisions.

A. Off-Street Parking Provisions – All Districts

1. All required parking spaces shall be located behind the required front setback line in the MF districts.
2. Required off-street parking shall be provided on the same site as the use it is to serve unless the site is located within the downtown area.
3. No parking shall be allowed except on a paved concrete or asphalt parking space in any district including, but not limited to, ["I" – Industrial](#).

B. Off-Street Loading Space – All Districts

1. All retail, commercial and industrial structures having three thousand (3,000) square feet or more of gross floor area, either in the building or lot, shall provide and maintain off-street parking facilities for the loading and unloading of merchandise and goods at a ratio of at least one (1) space for each twenty thousand (20,000) square feet of gross floor area. A loading space shall consist of an area of a minimum of ten (10) by twenty-five (25) feet. All drives and approaches shall provide adequate space and clearances to allow for the maneuvering of trucks off-street.
2. Kindergartens, day schools and similar child training and care establishments shall provide paved off-street loading and unloading space on a private drive to accommodate one (1) motor vehicle for each ten (10) students or children cared for by the establishment.
3. Uses not listed in [Article I, Section 6.C](#) shall provide required off-street parking according to the most similar use listed in [Article I, Section 6.C](#).
4. Loading docks and areas shall be located within the building or on the lot adjacent to a public alley or private service drive.

C. Schedule of Parking Requirements Based on Use

1. In all districts there shall be provided at the time any building or structure is erected or structurally altered off-street parking spaces in accordance with the following requirements:

USE	NUMBER OF PARKING SPACES	REQUIRED FOR EACH
Residential		
Dwelling, Single-Family (Detached)	2 enclosed plus a minimum parking space of seventeen (17) feet wide and seventeen (17) feet long	Per dwelling
Dwelling, Single-Family (Attached)	2	Per dwelling
	0.5	Per unit for guest parking
Dwelling, Two Family	2 plus a minimum parking space of seventeen (17) feet wide and seventeen (17) feet long	Per dwelling
Dwelling, Multi-Family	1 Per Efficiency Unit; 1.5 Per One (1) Bedroom Unit; 1.75 Per Two (2) Bedroom Unit; 2 Per Three (3) Bedroom Unit	
Manufactured Home Park District	2 plus Additional as Required Herein for Secondary Uses	Per stand or lot
Motel or Hotel	1 Per Sleeping Room or Suite plus 1 per each two hundred (200) square feet of commercial floor area	
Rooming or Boarding House, Short-term Rental	1	Per sleeping room or per two (2) guests in the advertised capacity, whichever is greater
Institutional		
Church or other Place of Worship	1	Per four (4) seats in main sanctuary/ auditorium
Day Nursery	1.5	Per teacher
Government Office Buildings	1	Per two hundred (200) square feet of floor area
High School, College, or University	1	Per three (3) Students
Hospital	2	Per bed
Library, Museum, or Art Gallery	1	Per three hundred (300) square feet of public floor area
Lodge or Fraternal Organization	1.25	Per two hundred (200) square feet of floor area
Mortuary or Funeral Home	1	Per two (2) persons normally accommodated in service
School, Junior & Middle	1	Per twelve (12) students
School, Kindergarten & Elementary	1	Per twenty (20) students

USE	NUMBER OF PARKING SPACES	REQUIRED FOR EACH
Skilled Nursing Facility, Assisted Living Facility, or similar institution	1	Per bed
Office, Professional, or Financial		
Bank, Savings, and Loan office	1	Per three hundred (300) square feet of floor area
Dance, drama, or music studio	1	Per two (2) students
Medical or Dental office	5 plus 1	Per one hundred-fifty (150) square feet of floor area
Office, Professional	5 plus 1	Per three hundred (300) square feet of floor area
Personal Service, Rental Uses		
Personal service establishment, excluding barber & beauty shops	5 plus 1	Per two hundred (200) square feet of floor area
Barber and Beauty Shops	1	Per one hundred (100) square feet of floor area
Retail Store or Personal Service Establishment except as otherwise specified herein	1	Per two hundred (200) square feet of floor area
Furniture or Appliance Store, Hardware Store, Machinery or Equipment Sales and Services, Clothing or Shoe Repair or Service	1	Per four hundred (400) square feet of floor area
Gasoline Station or Convenience Store	1	Per three hundred and fifty (350) square feet of floor area (excluding gasoline station pump islands) plus per three hundred (300) square feet of floor area where dine-in restaurants are included within a convenience store
Motor Vehicle Salesrooms, Used Car Lots	1	Per five hundred (500) square feet of sales floor for indoor uses
	1	Per one thousand (1,000) square feet of lot area for outdoor uses

USE	NUMBER OF PARKING SPACES	REQUIRED FOR EACH
Food and Beverage Service		
Eating or drinking establishment, service to auto	12 plus 1	Per fifty (50) square feet of floor area
Eating or drinking establishment, no service to auto	1	Per three (3) persons (maximum occupant load for building)
Food service establishment, carry-out service only	1	Per one hundred (100) square feet of floor area
Recreation, Social, and Entertainment		
Bowling Alley	6	Per alley or lane
Commercial Amusement	30 plus 1	Per one hundred (100) square feet of floor area over two thousand (2,000) square feet
Golf Course (public)	Min. 30	
Indoor Skating Facilities	1	Per two and one-half (2.5) persons (maximum occupant load for building)
	Plus 1	Per three (3) persons based on spectator seating
Theater/Cinema, Auditorium (except schools), Sports Arena, Stadium or Gymnasium	1	Per three (3) seats or bench seating spaces
Private Club, Country Club, or Golf Club	1	Per one hundred-fifty (150) square feet of floor area or for every five (5) members, whichever is greater
Storage, Wholesale, and Manufacturing		
Manufacturing	1	Per one thousand (1,000) square feet of floor area or per two (2) employees, whichever is greater
Mini-Warehouse	1	Per three thousand (3,000) square feet of floor area
Warehousing	1	Per two thousand (2,000) square feet of floor area or per two (2) employees, whichever is greater
Wholesale or similar use	1	Per three thousand (3,000) square feet of floor area

D. Rates for Computing Number of Parking Spaces

1. In computing the number of parking spaces required for each of the above uses, the following rules shall govern:
 - a. "Floor Area" shall mean the gross floor area of the specific use.
 - b. Where fractional spaces result, the parking spaces required shall be constructed to be the nearest whole number.
 - c. The parking space requirement for a use not specifically mentioned herein shall be the same as required for a use of similar nature.
 - d. In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

E. Location of Parking Spaces

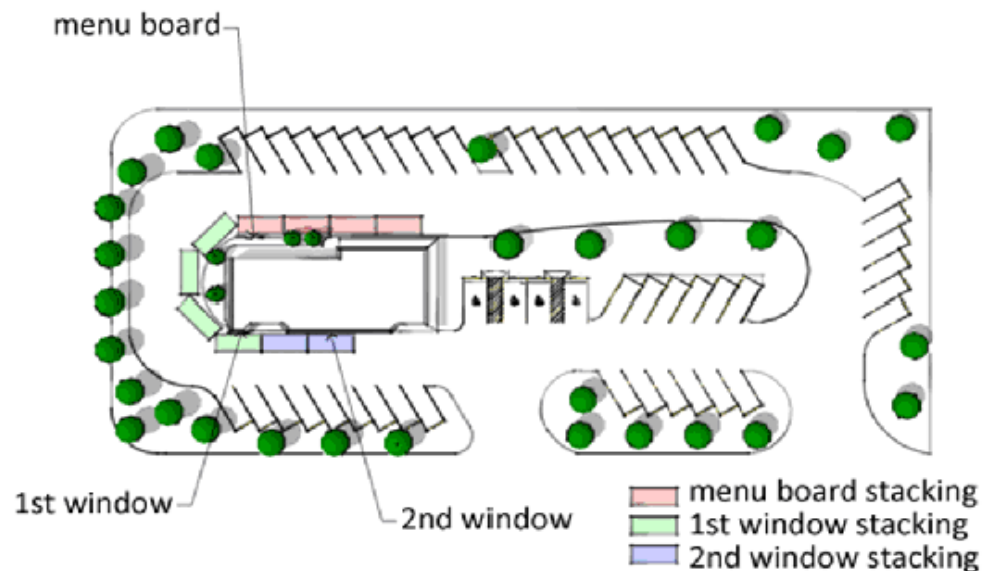
1. All parking spaces required herein shall be located on the same lot with the building or use served, except as follows:
 - a. Where an increase in the number of spaces is required by a change or enlargement of use or where such spaces are provided collectively or used jointly by two (2) or more buildings or establishments, the required spaces may be located not more than three hundred (300) feet from an institutional building served and not more than three hundred (300) feet from any other non-residential building served.
 - b. Not more than fifty (50) percent of the parking spaces required for theaters, bowling alleys, cafes, or similar uses and not more than eighty (80) percent of the parking spaces required for a church or school auditorium or similar uses may be provided and used jointly by similar uses not normally open, used or operated during the same hours as those listed; provided, however, that written agreement thereto is properly executed and filed as specified below.
 - c. In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, shall be properly drawn and executed by the parties concerned, approved as to form by the City and executed by the parties concerned, approved as to form by the City Attorney and shall be filed with the application for a building permit.

F. Use of Parking Spaces – All Districts

1. Required off-street parking and loading spaces shall be used only for these respective purposes and shall not be used for storage or display of boats, trailers, campers, motor vehicles or other goods, materials, products for sale.

G. Vehicle Stacking Requirements for Drive Through Services

1. Generally. Stacking spaces are used to measure the capacity of a drive-through lane to hold cars while transactions are taking place at drive-through stations. Stacking spaces measure eight feet six inches wide by 20 feet long and provide direct access to a service window. The position in front of a drive-through station (service window, ATM, or station at a drive-through bank) is counted as a stacking space.
2. Requirements. Uses that include drive-through service shall provide not less than the following numbers of stacking spaces:
 - a. Financial institutions, drive-through convenience retail, or pharmacies:
Three stacking spaces per drive-through station.
 - b. Drive-through restaurants if two service windows are provided (one for payments and one for pick up): A minimum of nine (9) stacking spaces shall be provided designed as follows:
 - i. Four stacking spaces to the menu board;
 - ii. Three stacking spaces between the menu board and the first window (including position at the first window); and
 - iii. Two spaces between the first window and the second window (including the position at the second window).



- iv. If one service window is provided (for both payments and pick up):
 - (a) Six stacking spaces to the menu board;
 - (b) Three stacking spaces between the menu board and the service window.

(c) Dry Cleaners: Three stacking spaces, including the position at the window.

(d) Vehicle Wash:

- i. Three stacking spaces for each bay in self-service vehicle wash facility (including wash area);
- ii. Five stacking spaces for each in-bay or conveyor vehicle wash facility; and
- iii. If the facility provides detailing, manual drying or polishing, and/or vacuuming, sufficient area to provide those services without creating additional demand for stacking at the vehicle wash entrance.

(e) Stacking spaces for other uses are determined by the Development Service Director.

c. Design.

- i. Stacking lanes shall be clearly marked, and shall not interfere with on-site or traffic circulation, whether on or off-site.
- ii. Stacking areas shall not be located between the façade of a building and the public street upon which the building fronts unless there is a grade change of at least five feet between the centerline of the street and the stacking area or alternatively, there is a buffer yard installed.
- iii. Stacking lanes shall be designed with an abutting nine-foot-wide bypass lane.
- iv. Stacking begins at first stopping point.

SECTION 7: Special and Additional Regulations

A. Lot Regulations

1. Lot Area. The minimum residential lot area for the various districts shall be in accordance with the regulations for each district, except that a lot having less area than herein required which was an official "lot of record" prior to the adoption of this ordinance may be used for a one family dwelling and no lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements set forth in the respective district.
2. Location of Dwellings and Buildings. Only one (1) main building for one-family and two-family use with permitted secondary buildings may be located upon a lot or platted tract. Every means of access shall have a minimum width of twenty-five (25) feet. Where a lot is used for retail and dwelling purposes, more than one (1) main building may be located upon the lot but only when such buildings conform to all the open space, parking

and density requirements applicable to the uses and districts. Whenever two or more main buildings, or portions thereof, are placed upon a single lot or tract and such buildings do not face upon a public street, the same may be permitted when the site plan for such development is approved by the Planning and Zoning Commission so as to comply with the normal requirements for platting. No parking area, storage area, or required open space for one building shall be computed as being the open space, yard, or area requirements for any other dwelling or other use.

B. Front Yards

1. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets (unless shown specifically otherwise on a final plat).
2. Where the frontage on one side of a street between two intersecting streets is divided by two or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.
3. Where a building line has been established by a plat approved by the City Council or by ordinance and such line requires a greater or lesser front yard setback than is prescribed by this ordinance for the district in which the building line is located, the required front yard shall comply with the building line so established by such ordinance or plat provided no such building line shall be less than twenty (20) feet, except as approved by ["PD" – Planned Development District](#) or unless a variance is granted).
4. The front yard shall be measured from the property line to the front face of the building, covered porch, covered terrace or attached secondary buildings. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed four (4) feet and subsurface structures, platforms or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the yard.
5. Where lots have double frontage, coming through from one street to another, a required front yard shall be provided on both streets unless a building line for secondary buildings has been established along one frontage on the plat or by ordinance, in which event only one required front yard need be observed.
6. Visual clearance shall be provided in all zoning districts so that no fence, wall, architectural screen, earth mounding or landscaping obstructs the vision of a motor vehicle driver approaching any street, alley or driveway intersection.
7. On any corner lot for which front and side yards are required herein, no wall, fence, structure, sign, tree, or other planting or slope terrace or embankment may be maintained higher than three (3) feet above the street grade so as to cause danger or hazard to traffic by obstructing the view of the intersection from a point thirty (30) feet back from the right-of-way corner.

8. Gasoline service station pump islands may not be located nearer than eighteen (18) feet to the front property line. An unenclosed canopy for a gasoline filling station may extend beyond the front building line but shall never be closer than ten (10) feet to the property line.
9. Where a future right-of-way line has been established for future widening or opening of a street or thoroughfare upon which a lot abuts, the front or side yard shall be measured from the future right-of-way line.

C. Side Yards

1. Every part of a required side yard shall be open and unobstructed except for (a) secondary buildings as permitted herein; (b) the ordinary projections of window sills, belt courses, cornices, and other architectural features not more than twelve (12) inches into the required side yard; and (c) roof eaves projecting not more than thirty-six (36) inches into the required side yard. Balconies shall not project into the required side yard.
2. For multi-family structures in the MF and PD Districts, a minimum side yard, or space between adjoining buildings, shall be fifteen (15) feet between building walls when such walls have openings for windows and access, and ten (10) feet when no openings exist.
3. When a non-residentially zoned lot or tract abuts upon a zoning district boundary line dividing that lot or tract from a residentially zoned lot or tract, a minimum side yard of ten (10) feet shall be provided on the non-residential property. An opaque wood fence or masonry wall having a minimum height of six (6) feet above the average grade of the residential property shall be constructed on nonresidential property adjacent to the common side (or rear) property line.

D. Rear Yards

1. The required rear yard shall be open and unobstructed from a point thirty (30) inches above the average elevation of the graded rear yard, except for secondary buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four (4) feet. Balconies shall not project into the required rear yard.

E. Swimming Pools. It is the purpose of the following provisions to recognize an outdoor swimming pool as a potential attractive nuisance and to promote the safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly or commercially owned or operated.

1. Permits and Approvals. No swimming pool shall be constructed or used until a swimming pool building permit and a certificate of occupancy have been

issued. Neither the building permit nor the certificate of occupancy shall be issued unless the proposed sanitary facilities and water supply comply with applicable local and State health department regulations.

2. Requirements. A swimming pool may be constructed and operated when:
 - a. The swimming pool is not located in an area designated as a front or side yard which directly abuts a street;
 - b. The swimming pool area or the surrounding yard area is fully enclosed by a wall or fence, not less than four (4) feet in height, with self-enclosing and self-latching gates at all entrances in accordance with the International Swimming Pool and Spa Code;
 - c. The lighting of the swimming pool is shielded or directed to face away from an adjoining residence. If lights are not individually shielded, they shall be so positioned that direct rays from the lights are not visible from adjacent properties, or the enclosing wall or fence shall be designed to prevent such visibility;
 - d. No broadcasting system is used to advertise the operation of the pool or attracting persons to the premises. This shall not prevent the use of a public address system necessary or useful to the supervision of the pool and the safety of swimmers; and
 - e. The swimming pool is no closer than three (3) feet from any property line.

SECTION 8: Secondary Building Regulations

- A. In a residential or multi-family district, a secondary building is a subordinate building exceeding one hundred twenty (120) square feet of floor area. Secondary buildings shall have no sleeping areas, bathroom plumbing (except for hand sinks) or kitchen facilities, shall not be used for commercial purposes, shall not be rented, and shall not be occupied. A permanent or portable carport is also considered a secondary building. The regulations detailed in [Article I, Section 8.D](#) through [Article I, Section 8.F](#) below shall govern buildings and structures secondary to single-family, two-family, and multi-family residential uses. Where multiple secondary structures exist on the same site, the combined sum of all secondary structures shall be used to determine the regulations applicable to size.
1. Commercial purposes, in this section, shall be defined as the use of or occupation by people for a public purpose or economic gain which includes, but is not limited to retail sales, manufacturing, or service industry that otherwise impacts the normal volume of traffic in the residential area.

- B.** In other districts, a secondary building is a subordinate building, the use of which is incidental to and used only in conjunction with the main building. Secondary buildings shall have no sleeping areas, bathroom plumbing (except for hand sinks) or kitchen facilities, shall not be accessible to the general public, and shall not be rented, leased or sublet. A permanent or portable carport is also considered a secondary building. The regulations detailed in [Article I, Section 8.D](#) and [Article I, Section 8.F](#) below shall govern buildings and structures secondary to the main building.
- C.** Accessory dwelling units in the Agriculture and Residential districts shall be allowed as an incidental residential use of a building on the same lot or tract as the main dwelling unit and used by the same person or persons of the immediate family when approved as a Specific Use Permit, and meet the following standards:
- 1.** The accessory dwelling unit must be constructed to the rear of the main dwelling. Each lot must have a minimum of one-half (1/2) acre upon which an accessory dwelling unit may be constructed.
 - 2.** The accessory dwelling unit may be constructed only with the issuance of a Building Permit.
 - 3.** The accessory dwelling unit may not be sold separately from sale of the entire property, including the main dwelling unit, and shall not be sublet.
 - 4.** Setback requirements shall be the same as for the main structure.
- D.** No secondary building shall exceed twenty-five (25) feet in height, nor shall it be greater in height than the main structure.
- E.** Area Regulation for Secondary Buildings in Residential and Multi-Family Districts:
- 1.** Size of Yards:
 - a.** Front Yard: Secondary buildings are not allowed within the required front yard, with the exception of a garage or carport as outlined in subsection d below.
 - b.** Side Yard: There shall be a side yard not less than three (3) feet from any side lot line, alley line, or easement line; except that adjacent to a side street, the side yard shall never be less than fifteen (15) feet.
 - c.** Rear Yard: There shall be a rear yard not less than three (3) feet from any lot line, alley line, or easement line. Detached carports and garages or other secondary buildings, located within the rear portion of a lot as heretofore described, shall not be located nearer than three (3) feet to any side lot line. Attached carports and garages shall follow the same setback requirements as the main structure.

- d. Any garage or carport constructed in a residential or multi-family district shall be set back not less than twenty (20) feet from any street or alley line on which it faces.

F. Maximum number and size of secondary buildings:

1. Agricultural districts.

- a. Secondary buildings shall not exceed 15% of the square footage of the lot.

2. Residential districts.

- a. The number of secondary buildings shall be limited to two and the total square footage of all secondary buildings combined shall be limited to 3,000 square feet.
- b. In no case shall the gross area of the lot covered exceed the limitations provided under the specific zoning districts.

3. Industrial districts.

- a. The total square footage of all secondary buildings shall not exceed 30% of the square footage of the lot.
- b. Warehouses in industrial districts are not considered secondary buildings.

4. Districts other than agricultural, industrial and residential.

- a. The gross floor area of secondary buildings shall not exceed 30% of the square footage of the main building or 3,000 square feet whichever is greater.
- b. In no case shall the total square footage of all secondary buildings exceed 6,000 square feet.
- c. In no case shall the area of the lot covered exceed the limitations provided under the specific zoning districts.
- d. The total square footage of all secondary buildings shall not exceed the square footage of the main building.

5. Churches regardless of the zoning district may have no more than two secondary buildings. The total gross floor area of all secondary buildings shall not exceed 30% of the square footage of the main building or 3000 square feet whichever is more.

6. Schools regardless of zoning district may utilize secondary buildings only as approved by the Planning and Zoning Commission and City Council.

SECTION 9: Landscape Regulations

- A. Purpose.** It is the purpose of this section to establish certain regulations pertaining to landscaping within the City. These regulations provide standards and criteria for new landscaping and the retention of existing trees which are intended to:
1. Promote the value of property, enhance the welfare, and improve the physical appearance of the City;
 2. Reduce the negative effects of glare, noise, erosion and sedimentation caused by expanses of impervious and unvegetated surfaces within the urban environment; and
 3. Preserve and improve the natural and urban environment by recognizing that the use of landscaping elements and retention of existing trees can contribute to the processes of air purification, oxygen regeneration, groundwater recharge, abatement of noise, glare, and heat, provision of habitats for wildlife, and enhance the overall beauty of the City.
- B. Applicability.** The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new or altered (i.e., exceeding 50% of the original floor area) construction occurring within the City. Additionally, any use requiring a specific use permit (SUP) or a Planned Development – “PD” zoning designation must comply with these landscape standards unless special landscaping standards are otherwise provided for in the ordinance establishing the SUP or PD district.
- C. Minimum landscaping requirements within all single-family residential, two-family, manufactured housing, and residential office districts:**
1. For lots less than one (1) acre in size, solid sodded lawn for the entirety of the lot that is not otherwise covered by mulched planter beds, building(s) and/or driveway area(s). Lots greater than or equal to one (1) acre in size shall have solid sodded lawn for the entirety of the lot less the setback that is not otherwise covered by mulched planter beds, building(s) and/or driveway area(s).
 2. A minimum of one (1) large tree with a minimum caliper of three (3) inches measured at a height of six (6) inches above the ground shall be placed in the front of all residential lots.
 3. In addition to the requirements set forth in subsections (a) and (b), the following shall apply based on the lot size:
 - a. Lots less than 10,000 square feet:
 - i. One (1) ornamental tree with a minimum caliper of two (2) inches measured at a height of six inches above the ground to be placed

at the preference of the owner, builder or developer within the residential lot.

- ii. No less than ten (10) shrubs shall be placed in the front yard. Individual shrubs shall be a minimum of three (3) gallons in size when planted.
- b. Lots between 10,000 and 19,999 square feet:
 - i. One (1) large tree with a minimum caliper of three (3) inches and two (2) ornamental trees with a minimum caliper of two (2) inches measured at a height of six inches above the ground to be placed at the preference of the owner, builder or developer within the residential lot.
 - ii. No less than eighteen (18) shrubs shall be placed in the front yard. Individual shrubs shall be a minimum of three (3) gallons in size when planted.
- c. Lots 20,000 + square feet:
 - i. Two (2) large trees with a minimum caliper of three (3) inches and (3) ornamental trees with a minimum caliper of two (2) inches measured at a height of six inches above the ground to be placed at the preference of the owner, builder or developer within the residential lot.
 - ii. No less than twenty-five (25) shrubs shall be placed in the front yard. Individual shrubs shall be a minimum of three (3) gallons in size when planted.
- 4. Location of trees:
 - a. No trees are to be planted within the parkway, the area between the back of curb and the right-of-way/property line.
 - b. Trees are to be placed in a location which does not interfere with overhead and/or underground utility easements.
 - c. Trees are to be spaced so that at mature growth their canopies do not interfere with one another.

D. Minimum landscaping requirements for multi-family uses and townhomes:

- 1. Landscape buffer. A landscape buffer that is generally a minimum of ten (10) feet in width but no less than 3 feet in width in congested areas shall be provided adjacent to all streets, and be exclusive of street rights-of-way or utility easements. The following landscaping shall be required within the buffer:
 - a. One (1) tree (three-inch caliper minimum) shall be planted every 50 linear feet or portion thereof of the landscape buffer. The number of required trees shall be calculated solely on the area within the perimeter of the required landscape buffer.

- b. Where parking spaces are located adjacent to the landscape buffer, evergreen shrubs, a minimum size of five (5) gallons must be planted to provide a solid three-foot tall opaque screen after two (2) years. The shrubs shall be of a species common or adaptable to this area of the state and not on the list of prohibited plants in an adopted city, county, or state list of prohibited or invasive species.
- c. Where the landscape buffer abuts a parking lot or drive aisle, continuous or intermittent curbs, wheel stops, or similar solid and semi-permeable barriers shall be installed.
- d. Permeable surfaces within the landscape buffer shall be comprised of grass, groundcover, planting beds, or mulched areas. Gravel, rock, bark mulch or other similar materials may only be used underneath the tree canopy and shrubs in a required landscape buffer. Where bark mulch is used as groundcover, it shall be contained with edging material and shall be maintained at a constant depth of four (4) inches.
- e. Where the location of existing overhead utility lines conflict with the tree planting requirements within the landscape buffer, the developer may choose from two options:
 - i. Installation of ornamental trees instead of shade trees, at a rate of three (3) trees per five hundred (500) square feet of landscape buffer; or
 - ii. Planting the required shade trees in tree islands located within the first tier of parking spaces.
- f. Where easements containing underground utilities conflict with tree planting requirements within the required landscape buffer, the trees shall be planted outside the utility easement on the property owner's side and adjacent to the required landscape buffer.

2. Parking area landscaping.

- a. Twenty (20) square feet of landscaping shall be required for each parking space provided.
- b. One (1) tree (three-inch caliper minimum) shall be required for every twelve (12) parking spaces provided.
- c. All landscaped areas within a parking lot shall be protected by a raised six-inch concrete curb.

3. Bufferyards. Multi-family uses shall buffer when adjacent to single-family or attached housing uses. A landscape buffer that is generally a minimum ten (10) feet in width but no less than three (3) feet in width in congested areas shall be provided and shall contain at a minimum the following elements:

- a. One (1) tree (three-inch caliper minimum) shall be planted every 50 linear feet or portion thereof of the bufferyard.
- b. Permeable surfaces within the bufferyard shall be comprised of grass, groundcover, planting beds, or mulched areas. Gravel, rock, bark mulch or other similar materials may only be used underneath the tree canopy and shrubs in a required bufferyard. Where bark mulch is used as groundcover, it shall be contained with edging material and shall be maintained at a constant depth of four (4) inches.
- c. Any required fencing and screening walls shall be placed behind the required bufferyard.

E. Minimum landscaping requirements for nonresidential uses

1. B-1 and B-2 Business Districts.

- a. Landscape Area. Landscaping of twenty (20) percent of the total lot area shall be required. Not less than forty (40) percent of the total required on-site landscaping shall be located in the designated front yard.
- b. Perimeter screening. Any parking lot or portion thereof that is visible from the public right-of-way and contains fifteen (15) parking spaces or more shall provide perimeter screening. The perimeter of each parking lot, excluding driveways, which fronts upon or is adjacent to a public street other than a public alley shall be provided with shrub screening with a minimum mature height of thirty-six (36) inches and installation height of eighteen (18) inches or greater, and spaced no more than twenty-four (24) inches apart, edge to edge. Such perimeter screening shall be counted toward meeting the minimum square footage of required landscaping for the site.
- c. Interior landscaping of parking lot. Any parking lot or portion thereof which is constructed and contains thirty-six (36) parking spaces or more shall provide permanently landscaped areas consisting of planter islands. Such interior landscaping shall be counted toward meeting the minimum square footage of required landscaping for the site.
 - i. Planter islands must be located no further apart than every twelve (12) parking spaces and at the terminus of all rows of parking. Such islands shall contain at least one (1) tree with a minimum caliper of three (3) inches. The remainder shall be landscaped with shrubs, lawn, ground cover and other appropriate material not to exceed three (3) feet in height. Such island shall be a minimum of eight (8) feet wide, and shall extend the length of the adjacent parking space.

- ii. Landscaping located within a planter island shall be delineated from the surrounding paved area by a curb or barrier, constructed of masonry or concrete, of not less than six (6) inches in height around the perimeter of the island.
 - iii. Planter islands shall not be required when parking spaces are located behind a building and are screened from view of the street.
 - iv. For large existing trees located in the parking area, which are being retained and incorporated into the landscaping plan, an appropriate aeration system or an alternative method of protecting the tree must be provided and detailed in the landscape plan.
 - v. Landscaping within a parking lot shall not create a visibility obstruction. A visibility obstruction within a parking lot is defined as landscaping between 36 inches in height and seven feet in height. No shrubs shall be allowed to exceed 36 inches in height. Tree canopies shall be at least seven feet in height.
 - vi. Alternative location of planter islands within a parking lot shall be given consideration by the City Manager or his/her designee on a case-by-case basis.
 - vii. For parking lots containing less than thirty-six (36) spaces, credit for two (2) parking spaces may be provided for each planter island of at least ten (10) feet by twenty (20) feet. Credit for parking spaces cannot reduce the overall parking requirement by more than ten (10) percent or to less than ten (10) total spaces.
- d. Bufferyards. Commercial uses shall buffer when adjacent to single-family, attached housing, multi-family, and lesser commercial uses. A landscape buffer that is generally a minimum of ten (10) feet in width but no less than 3 feet in width in congested areas shall be provided and shall contain at a minimum the following elements:
- i. One (1) tree (three-inch caliper minimum) shall be planted every 50 linear feet or portion thereof of the bufferyard.
 - ii. Permeable surfaces within the bufferyard shall be comprised of grass, groundcover, planting beds, or mulched areas. Gravel, rock, bark mulch or other similar materials may only be used underneath the tree canopy and shrubs in a required bufferyard. Where bark mulch is used as groundcover, it shall be contained with edging material and shall be maintained at a constant depth of four (4) inches.
 - iii. Any required fencing and screening walls shall be placed behind the required bufferyard.

- iv. Such landscape buffer shall be counted toward meeting the minimum square footage of required landscaping for the site.
- e. UMU Urban Mixed-Use District is exempt from the requirements of this ordinance.

2. I-Industrial District.

- a. Landscape Area. Landscaping of twenty (20) percent of the total lot area shall be required. For sites larger than 50 acres, the landscaping requirement shall be reduced to ten (10) percent. Not less than forty (40) percent of the total required on-site landscaping shall be located in the designated front yard.
- b. Perimeter screening. Any parking lot or portion thereof that is visible from the public right-of-way shall provide perimeter screening. The perimeter of each parking lot, excluding driveways, which fronts upon or is adjacent to a public street other than a public alley shall be provided with shrub screening with a minimum mature height of thirty-six (36) inches and installation height of eighteen (18) inches or greater, and spaced no more than twenty-four (24) inches apart, edge to edge. Such perimeter screening shall be counted toward meeting the minimum square footage of required landscaping for the site. Perimeter landscape areas shall contain at least one (1) tree (three-inch caliper minimum) for each 50 lineal feet or fraction thereof of perimeter area.
- c. Interior landscaping of parking lot. A minimum of 10% of the gross parking area shall be devoted to living landscaping which includes grass, ground cover, plants, shrubs and trees. Gross parking area is to be measured from the edge of the parking and/or driveway paving and sidewalks. Such interior landscaping shall be counted toward meeting the minimum square footage of required landscaping for the site. The following additional criteria shall apply to the interior of parking lots:
 - i. Planter islands must be located no further apart than every eighteen (18) parking spaces and at the terminus of all rows of parking. Such islands shall contain at least one (1) tree with a minimum caliper of three (3) inches. The remaining permeable space shall not exceed three (3) feet in height and shall be grass, shrubs, groundcover, or a combination of these materials. Gravel, bark mulch, decomposed granite or other similar materials shall only be used under tree canopy and shrubs. Such island shall be a minimum of eight (8) feet wide, and shall extend the length of the adjacent parking space.

- ii. Landscaping located within a planter island shall be delineated from the surrounding paved area by a curb or barrier, constructed of masonry or concrete, of not less than six (6) inches in height around the perimeter of the island.
 - iii. Planter islands shall not be required when parking spaces are located behind a building and are screened from view of the street.
 - iv. For large existing trees located in the parking area, which are being retained and incorporated into the landscaping plan, an appropriate aeration system or an alternative method of protecting the tree must be provided and detailed in the landscape plan.
 - v. Landscaping within a parking lot shall not create a visibility obstruction. A visibility obstruction within a parking lot is defined as landscaping between 36 inches in height and seven feet in height. No shrubs shall be allowed to exceed 36 inches in height. Tree canopies shall be at least seven feet in height.
 - vi. Alternative location of planter islands within a parking lot shall be given consideration by the City Manager or his/her designee on a case-by-case basis.
- d. Bufferyards. Industrial uses shall buffer when adjacent to a different use. A landscape buffer that is generally a minimum of fifteen (15) feet in width but no less than 3 feet in width in congested areas shall be provided and shall contain at a minimum the following elements:
 - i. One (1) tree (three-inch caliper minimum) shall be planted every 50 linear feet or portion thereof of the bufferyard.
 - ii. The remainder bufferyard shall be landscaped with shrubs, lawn, ground cover and other landscape materials.
 - iii. Any required fencing and screening walls shall be placed behind the required bufferyard.
 - iv. Such landscape buffer shall be counted toward meeting the minimum square footage of required landscaping for the site.
 - v. If such bufferyard is already in place, no additional buffer shall be required.
- e. Outdoor storage screening.
 - i. Any outdoor storage area, or portion thereof, must be screened from public rights-of-way using live evergreen screening plants, six (6) feet in height at installation, spaced no more than eighteen (18) inches apart, edge to edge.

- ii. A fence or wall may also be used for outdoor storage area screening, provided it is at least six (6) feet tall, opaque, and of masonry, stone, or wooden material. Dumpster enclosure openings may not face public rights-of-way.

F. Xeriscaping Planting Techniques. The City recognizes that it is desirable to accommodate xeriscape practices as a method of landscaping that promotes water conservation. If xeriscaping planting techniques are to be used, the xeriscaped area, methodology and plant selection shall be clearly located and detailed on the site plan.

G. Landscape Plan Required.

1. Landscape plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.). A landscape plan meeting the requirements of this ordinance shall be provided and approved prior to the issuance of a building permit. No landscape plan is required for residential construction subject to the landscaping requirements set forth in [Article I, Section 9.C](#), unless xeriscaping planting techniques are to be implemented.
2. The landscape plan shall contain the following information:
 - a. Drawn to scale;
 - b. Location of all trees to be preserved. The method of preservation during the construction phase of development shall be approved by the City Manager or his/her designee;
 - c. Location of all plants and landscaping material to be used including paving, benches, screens, fountains, statues, or other landscape features;
 - d. Species of all plant material to be used;
 - e. Size of all plant material to be used;
 - f. Spacing of plant material where appropriate;
 - g. Layout and description of irrigation, sprinkler or water system, including placement of water sources;
 - h. Description of maintenance provisions of the landscape plan;
 - i. Persons responsible for the preparation of the landscape plan;
 - j. North arrow/symbol, and a small map showing where the property is located;
 - k. Date of the landscape plan.

H. Installation and Maintenance.

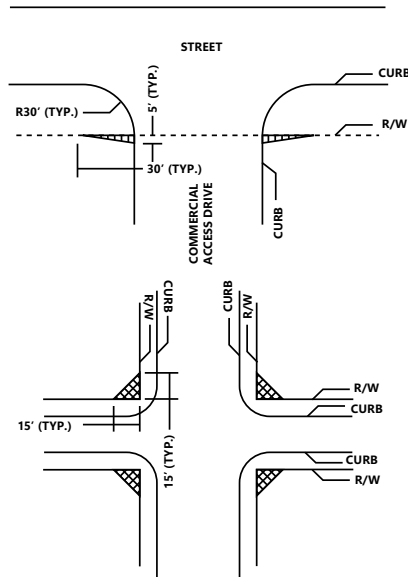
1. The owner, tenant and/or their agent, if any, shall be responsible for the maintenance of all landscaping.
2. All required landscaped areas shall be equipped with, and 100% covered by, an automatic, underground irrigation system with freeze and moisture sensors to prevent watering during periods of time with rain or when temperatures are at or below 32°F. A registered landscape architect licensed to practice within the State of Texas shall design the irrigation system. If appropriate and attractive xeriscape planting techniques are utilized (these techniques are encouraged by the City, if designed and maintained appropriately), the requirement for an underground irrigation system may be waived if an alternative irrigation system/device is approved at the time of landscape plan approval.

Exemption: single-family, two-family and manufactured home lots and developments shall be exempt from the above irrigation system requirements.

3. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.
4. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, replacing, etc.
5. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements.
6. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days, with a one-time extension not exceeding 90 days being provided upon approval of the City Manager or his/her designee.
7. All plants used to satisfy this section shall be of a species common or adaptable to this area of the state and shall not be included on the list of prohibited plants in an adopted city, county, or state list of prohibited or invasive species.

I. Visibility. Rigid compliance with these landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections. Whenever an intersection of two or more streets or driveways occur, a triangular visibility area, as described below, shall be created. Landscaping within the triangular area shall be designed to provide unobstructed cross-visibility at a level between two and seven feet. Trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extend into the cross-visibility area. The triangular areas shall comply with the sight triangle

illustrations below. In the event that visibility obstructions are apparent in the proposed landscape plan, as determined by the Director of Development Services or his/her designee, the requirements set forth herein may be reduced to the extent to remove the conflict.



NOTE: THESE ARE MINIMUM DIMENSIONS. INCREASED SIGHT DISTANCES AND/OR CORNER CUPS MAY BE REQUIRED, BASED UPON ACTUAL FIELD CONDITIONS.

J. Permits and Certificate of Occupancy.

1. No building permits shall be issued until a landscape plan is submitted and approved by the Director of Development Services or his/her designee, along with the site plan and engineering/construction plans. No landscape plan is required for residential construction subject to the landscaping requirements set forth in [Article I, Section 9.C](#), unless xeriscaping planting techniques are to be implemented.
2. Prior to the issuance of the certificate of occupancy for any building or structure, all screening and landscaping shall be placed in accordance with the landscape plan. In any case in which a certificate of occupancy is sought at a season of the year in which the Director of Development Services or his/her designee determines that it would be impractical to establish landscaping, a temporary certificate of occupancy may be issued provided a letter of agreement from the property owner is submitted that states when the installation shall occur.

K. Nonconforming Uses and/or Structures. All uses that were in existence at the time of the adoption of this ordinance, which do not meet the landscape requirements, will be considered legal nonconforming. These nonconforming uses/structures will be subject to compliance at the time of circumstances specified in [Article III, Section 20.D](#) of this ordinance.

SECTION 10: Platting Property Not Permanently Zoned

- A.** The Planning and Zoning Commission shall not approve any plat of any subdivision within the City limits until the area covered by the proposed plat have been permanently zoned by the City Council.
- B.** The Planning and Zoning Commission shall not approve any plat or any subdivision within any area where a petition or ordinance for annexation or a recommendation for annexation to the City is pending before the City Council, unless and until such annexation has been approved by resolution by the City Council.
- C.** In the event the Planning and Zoning Commission holds a hearing on proposed annexation, it may, at its discretion, hold a contemporaneous hearing upon the permanent zoning that is to be applied to the area or tract to be annexed. The Commission may make a recommendation on both matters to the City Council and the City Council may, at its discretion, act contemporaneously on the matters of permanent zoning and annexation.

SECTION 11: Creation of a Building Site

- A.** No permit for the construction of a building or buildings upon any tract or plot shall be issued until a building site, building tract, or building lot has been created by compliance with one of the following conditions:
 - 1.** The lot or tract is part of a plat of record, properly approved by the Planning and Zoning Commission, and filed in the Plat Records of Denton County, Texas.
 - 2.** The plot, tract or lot faces upon a dedicated street and was separately owned prior to the effective date of this ordinance or prior to annexation to the City, whichever is applicable, in which event a building permit for only one main building conforming to all the requirements of this ordinance may be issued on each such original separately owned parcel without first complying with Paragraph 1 preceding.
 - 3.** The plot or tract is all or part of a site plan officially approved by the Planning and Zoning Commission and compliance has been made with provisions and improvements approved on such site plan for all utility and drainage easements, dedication of streets, alleys and other public improvements required to meet the standards established for the platting of land. Any and all plots, tracts or lots must meet all applicable street access requirements in accordance with the City's subdivision ordinance.

SECTION 12: Rules of Construction

A. General Rules of Construction

The following rules of construction shall apply to the interpretation of words used in this ordinance:

1. words used in the present tense include the future tense;
2. words used in the singular number include the plural number;
3. words in the plural number include the singular number;
4. the words “building” and “structure” are synonymous;
5. the words “lot,” “plot” and “tract” are synonymous; and
6. the word “shall” is mandatory and not discretionary.

SECTION 13: Building Permits and Certificates of Occupancy

A. General Requirements. No permanent structure may be constructed or otherwise located within the City limits prior to issuance of a building permit by the Development Services Department. No permanent structure constructed or otherwise located within the City limits may be occupied prior to issuance of a certificate of occupancy by the building inspector. No change in the existing conforming use of a permanent structure or of land to a use of a different classification under this ordinance, and no change in the legally conforming use of a permanent structure or of land may take place prior to issuance of a certificate of occupancy by the Director of Development Services or his/her designee.

B. Procedure for New or Altered Building. Plans for any permanent structure to be constructed or otherwise located within the City limits must be approved by the Development Services Department who, upon approval, shall issue a building permit. A complete application for a building permit shall contain details of foundation and structure sufficient to determine compliance with applicable provisions of the applicable International Building Code. Upon submission of a complete application, the building inspector shall issue a building permit. After issuance of a building permit and prior to issuance of a certificate of occupancy, the building inspector shall conduct a foundation, plumbing, electrical and framing inspection. After all such relevant inspections, the building inspector shall issue a certificate of occupancy if the plans and the results of the inspection comply with the provisions of all applicable ordinances and regulations.

C. Procedure for Vacant Land or a Change in Use. Written application for a Certificate of Occupancy for the use of vacant land, a change in the use of land

or a change in the use of a building, or for a change from a nonconforming use to a conforming use, shall be made to the Director of Development Services or his/her designee. If the proposed use is found to be in conformity with the provisions of this ordinance, the Certificate of Occupancy shall be issued within ten (10) days after the application for same has been made and all required inspections are completed and approved by the Director of Development Services or his/her designee.

- D. Contents of Certificate of Occupancy.** Every Certificate of Occupancy shall contain a statement that the building or the proposed use of a building or land complies with all provisions of the building and fire laws and ordinances. A record of all Certificates of Occupancy shall be kept on file in the office of the building inspector or his agent and copies shall be furnished on request to any person having proprietary or tenancy interest in the building or land affected.
- E. Posting of Certificate of Occupancy.** The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Director of Development Services or his/her designee.
- F. Temporary Certificate.** Pending the issuance of a regular certificate, a temporary certificate of occupancy may be issued by the building inspector for a period not exceeding six (6) months during the completion of alterations or during partial occupancy of a building pending its completion. Issuance of a temporary certificate shall not be construed to alter the respective rights, duties, or obligations of the owner or of the City relating to the use occupancy of the premises or any other matter covered by this ordinance.
- G. Certificates for Nonconforming Uses.** A certificate of occupancy shall be required for all lawful nonconforming uses of land or buildings created by adoption of this ordinance. Application for such certificate of occupancy for a nonconforming use shall be filed with the building inspector by the owner or lessee of the building or land occupied by such nonconforming use within one (1) year of the effective date of this ordinance. It shall be the duty of the Director of Development Services or his/her designee to issue a certificate of occupancy for a lawful nonconforming use, but failure to apply for such certificate of occupancy for a nonconforming use shall be evidence that said nonconforming use was either illegal or did not lawfully exist at the effective date of this ordinance.
- H. Revocation of Certificate of Occupancy.** The Director of Development Services or his/her designee may, in writing, suspend or revoke a Certificate of Occupancy issued under the provisions of this ordinance whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this ordinance or the building code and other codes adopted by the City, and any amendments thereto.

SECTION 14: Changes and Amendments

A. Declaration of Policy. The City declares the enactment of these regulations governing the use and development of land, buildings, and structures to be a measure necessary to the orderly development of the community. Therefore, no change shall be made in these regulations or in the boundaries of the zoning districts except:

1. To correct any error in the regulations or map.
2. To recognize changed or changing conditions or circumstances in a particular locality.
3. To recognize changes in technology, style of living, or manner of doing business.

B. Authority to Amend Ordinance. The City Council may from time to time, after receiving a final report thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the classification or boundaries of the zoning districts. Any amendment, supplement, or change to the text of the Zoning Ordinance and any change in the classification or boundaries of the zoning districts may be ordered for consideration by the City Council, may be initiated by the Planning and Zoning commission, or may be requested by the owner of affected real property or the authorized representative of an owner of affected real property.

C. Public Hearing. Prior to making a report to the City Council, the Planning and Zoning Commission shall hold at least one public hearing on each application.

D. Notice Requirements.

1. Publication. Notice of all City Council public hearings regarding a zoning classification, zoning district boundary, or zoning regulation, shall be published in the City's designated official newspaper at least sixteen (16) days prior to the date of the City Council public hearing.
2. Mail. Notice of public hearings must be provided by mail in accordance with the following:
 - a. Classification. For any change to a property's zoning classification, notice of the Planning and Zoning Commission public hearing must be sent to all owners of real property within two hundred (200) feet of the subject property at least eleven (11) days before the public hearing.
 - b. Residential. For any change in a zoning classification pertaining to property that is, or will be, subject to residential or multifamily zoning, notice of the Planning and Zoning Commission public hearing must be sent to each school district in which the property is located at least eleven (11) days before the public hearing.

- c. Nonconforming Use; Notice of Planning and Zoning and City Council. For any proposed adoption of or change to a zoning regulation or boundary that would render a current conforming use of property nonconforming if adopted or changed, and the City has actual knowledge of such nonconformity, notice of the Planning and Zoning Commission public hearing and the City Council public hearing must be sent to each owner of real or business personal property where the proposed nonconforming use is located and to each occupant of such property at least ten (10) days before the Planning and Zoning Commission public hearing date. In addition to any other requirement, notice under this paragraph must include the following:
 - i. Date, time, and location of the Planning and Zoning Commission public hearing and the City Council public hearing.
 - ii. The following text in bold, 14-point type or larger:

“THE CITY OF SANGER IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.”

An owner or occupant of real property in the City that desires to receive the notice required under this subsection for future proposed adoptions of or changes to zoning regulations or boundaries may register their use of the property with the City using a form provided by the City. Any applicant for a proposed adoption of or change to a zoning regulation or boundary must include in the application a list of existing uses and owners and occupants in the area affected by such proposed adoption of or change to a regulation or boundary and identify any such uses that will be rendered nonconforming by the proposed adoption of or change to a zoning regulation or boundary.
- d. Ownership of property, whether real property or business personal property, and the address of the owner of such property is determined by the most recently approved municipal tax roll. Notice sent to the address of the property as indicated by the appraisal district at the time such notice is sent constitutes notice to the occupant of such property.
- e. Notice by mail is sent on the date deposited with the United States mail, properly addressed, and postage prepaid.

E. Specific Use Permits. A Specific Use Permit is considered a change to a property's zoning classification and the notice provisions pertaining to zoning classifications apply to hearings regarding a Specific Use Permit.

F. Commission Consideration and Report. The Planning and Zoning Commission, after the public hearing is closed, shall prepare its report and recommendations on the proposed change stating its findings, its evaluation of the request and of the relationship of the request to the Comprehensive Plan. The Planning and Zoning Commission may defer its report for not more than ninety (90) days until it has had opportunity to consider other proposed changes which may have a direct bearing thereon. In making its determination, the Planning and Zoning Commission shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.
2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers and other utilities to the area and shall note the findings.
3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unsuitable for development.
4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.
5. The manner in which other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved, and whether such designation for other areas should also be modified.
6. Any other factors which will substantially affect the public health, safety, morals or general welfare.

G. Council Consideration.

1. Proposal Recommended for Approval: When the Planning and Zoning Commission determines that a proposal should be approved, the Commission shall forward the proposal and recommendation for approval to the Council for a public hearing thereon. No ordinance change shall become effective until after the adoption of the ordinance and its publication as required by law.
2. Proposal Recommended for Denial: When the Planning and Zoning Commission determines that a proposal should be denied, it shall so report and recommend to the Council and notify the applicant. When a proposed zoning request is heard by the City Council that has been denied by the Planning and Zoning Commission, a three-fourths (3/4) majority vote by the City Council shall be required for approval. A request which has been denied by the Planning and Zoning Commission and/or City Council may be

resubmitted at any time for reconsideration by the City (a new filing fee must accompany the request). The Planning and Zoning Commission and/or City Council may specifically deny any request with prejudice. If a request has been specifically denied with prejudice, the request may not be resubmitted to the City for one (1) year from the original date of denial.

3. Council Hearing and Notice: Required notice of City Council hearing shall be given by publication in the official newspaper of the City, stating the time and place of such hearing, which shall be at least fifteen (15) days after the date of publication.
 - a. Joint Hearings. The City Council and the Planning and Zoning Commission may hold a joint public hearing on any proposed amendment, supplement, or change by ordinance to the boundaries of the districts or regulations herein. The joint public hearing shall be conducted in accordance with the rules of procedure adopted by the City Council. Both the City Council and the Planning and Zoning Commission shall have the opportunity to hear public testimony and ask questions.
4. Three-Fourths Vote. If written protest of such proposed amendment, supplement, or change has been filed with the City Secretary, duly signed and acknowledged in accordance with [Section 211.006\(d\)](#) of the Texas Local Government Code, as amended, by the owners of twenty (20) percent or more of either the area of the lots included in such proposed change or those immediately adjacent to and extending two hundred (200) feet therefrom, such amendment shall not become effective except by a three-fourths vote of the members of the City Council of the City of Sanger.

H. Final Approval and Ordinance Adoption. Upon approval of the zoning request by the City Council, the amending ordinance with the metes and bounds description shall then be presented to the City Council for consideration and adoption. The City Council may, at its discretion, recall the request and schedule a new public hearing if not approved within six (6) months.

I. Chapter 211 Controls. To the extent of any conflict between Chapter 211 of the Texas Local Government Code and this section, Chapter 211 of the Texas Local Government Code controls.

SECTION 15: Preserving Rights in Pending Litigation

By the passage of this ordinance, no presently illegal use shall be deemed to have been legalized unless such use specifically falls within a use district where the actual use is a conforming use. Otherwise, such uses shall remain nonconforming uses where recognized, or an illegal use, as the case may be. It is further the intent and declared purpose of this ordinance that no offense committed and no liability, penalty or forfeiture, either civil or criminal, incurred prior to the time the existing zoning ordinance was amended in its entirety by this Ordinance,

shall be discharged or affected by such repeal; but prosecution and suits for such offenses, liabilities, penalties, or forfeitures may be instituted or causes presently pending may be proceeded with in all respects as if such prior ordinance had not been amended.

SECTION 16: Penalty for Violations

Any person or corporation violating any of the provisions of this ordinance shall upon conviction be fined the sum of two hundred dollars (\$200) per day; and each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. In addition to the said penalty provided for, the right is hereby conferred and extended upon any property owner owning property in any district where such property owner may be affected or invaded by a violation of the terms of the ordinance to bring suit in such court or courts having jurisdiction thereof and obtain such remedies as may be available at law and equity in the protection of the rights of such property owners.

SECTION 17: Validity, Severance, and Conflict

If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall be severed from and shall not affect the validity of this ordinance as a whole or any part or provision thereof other than the part so dedicated to be invalid or unconstitutional. It is intended that this ordinance entirely replaces and supersedes all provisions of the existing zoning ordinance, Ordinance No. 1964-2 of the City of Sanger, Texas, as amended. To the extent any provision of this ordinance conflicts with other ordinances of the City of Sanger the terms of this ordinance shall control.

ARTICLE II.

PUBLIC BOARDS AND COMMISSIONS

SECTION 1: Planning and Zoning Commission

- A. Establishment.** The Planning and Zoning Commission of the City of Sanger (hereinafter the Commission), established May 3, 1976, by Ordinance No. 76-4, City of Sanger, Texas, is hereby continued in existence.
- B. Membership.** The Commission shall consist of seven (7) members who shall be resident citizens and qualified voters of the City.
1. Appointment and Term. Members are appointed by the mayor, subject to confirmation by the City Council, for staggered terms of two (2) years respectfully, with terms starting on July 1 of the year of appointment. Each member may be reappointed to serve no more than three (3) successive terms of office for a total of six (6) years, subject to approval by the City Council. Members shall be identified by place numbers one (1) through seven (7). Even-numbered places shall expire in even-numbered years; odd-numbered places shall expire in odd-numbered years. Newly appointed members shall be installed at the first regular Commission meeting after being appointed.
 2. Vacancies. In case of death, resignation, disqualification, removal, or otherwise, vacancies shall be filled for the unexpired term by appointment of the mayor subject to confirmation by the City Council. All expired terms shall be filled in the same manner as the original appointments.
 3. Alternates. The City Council may appoint four (4) alternate members of the Commission to serve in the absence of one or more regular members when requested to do so by the Director of Development Services. Alternate member terms and vacancies shall be filled and alternate member removals shall be made in the same manner as regular members.
 4. Removal. Members of the Commission may be removed by the mayor, subject to consent of the City Council. Prior to such action, good cause, demonstrated in writing, shall be provided to the member in question.
 5. Compensation. Members of the Commission shall serve without compensation.

6. Chair and Vice-Chair. The Commission shall elect a chairman and a vice-chairman from its membership. The chairman shall call and preside over all meetings of the Commission, and the vice-chairman shall perform all duties of the chairman in his or her absence.
 - a. The Chair and Vice-Chair serve a term of two (2) years or until his or her successor is elected.
- C. **Bylaws.** The Commission shall have the power to make rules, regulations and bylaws for its own government, which rules shall conform as nearly as possible to the rules governing the City Council; provided, however, that such rules shall be subject to approval by the City Council. Such bylaws shall include, without limitation, provisions for the following:
 1. Election, term of office, duties and removal of officers of the Commission;
 2. Method of calling and conducting regular and special meetings all of which shall be open to the public;
 3. Keeping records of its proceedings, all of which shall be open to the public; and
 4. Reporting to the City Council and the public of its recommendations and activities.
- D. **Technical Support.** The Commission shall further have the authority to employ such qualified persons as may be necessary for the proper conduct of its undertakings, and to pay for the services of such persons and other necessary expenses; provided, however, that the cost of such services and expenses shall not exceed the amount appropriated by the City Council for the use of the Commission.
- E. **Powers and Duties.** The Commission shall have the power and the duty to make and recommend for adoption a master plan, as a whole or in parts, for the future development and redevelopment of the City and all land under its control, and it shall further be its duty to prepare a comprehensive plan and ordinance for zoning the City in accordance with the law. The Commission shall further perform such other duties as may be prescribed by state law.

SECTION 2: Zoning Board of Adjustment

- A. **Establishment.** A Board of Adjustment (hereinafter the Board) is hereby established in accordance with the provisions of Section 211.008 of the Texas Local Government Code, regarding the zoning of cities and with the powers and duties as provided in said statutes.
- B. **Membership.** The Board shall consist of seven (7) members who shall be resident citizens and qualified voters of the City.

1. Appointment and Term. Members are appointed or reappointed by the City Council for staggered terms of two (2) years respectfully, with terms starting on July 1 on the year of appointment. Members shall be identified by place numbers one (1) through seven (7). Even-numbered places shall expire in even-numbered years; odd-numbered places shall expire in odd-numbered years. Newly appointed members shall be installed at the first regular Board meeting after being appointed.
2. Vacancies. In case of death, resignation, disqualification, removal, or otherwise, vacancies shall be filled for the unexpired term by appointment of the City Council. All expired terms shall be filled in the same manner as the original appointments.
3. Alternates. The City Council may appoint four (4) alternate members of the Board to serve in the absence of one or more regular members when requested to do so by the Director of Development services. Alternate members of the Board shall be identified by place numbers one (1) through four (4) and terms shall expire and any vacancies shall be filled and alternate members removed in the same manner as regular members.
4. Removal. Members of the Board may be removed by the City Council. Prior to such action, good cause, demonstrated in writing, shall be provided to the member in question, and a public hearing of the City Council shall be held.
5. Compensation. Members of the Board shall serve without compensation.
6. Chair and Vice-Chair. The Board shall elect a chairman and a vice-chairman from its membership. The chairman shall call and preside over all meetings of the Board, and the vice-chairman shall perform all duties of the chairman in his or her absence.
 - a. The Chair and Vice-Chair shall serve a term of two (2) years or until his or her successor is elected.

C. Rules and Regulations. The Board shall adopt rules and regulations and keep minutes of its proceedings, showing the vote of each member. The board shall adopt from time to time such additional rules and regulations as it may deem necessary to carry into effect the provisions of the ordinance and shall furnish a copy of the same to the building inspector, all of which rules and regulations shall operate uniformly in all cases. All of its resolutions and orders shall be in accordance therewith.

All proceedings of the Board shall be a public record, and all meetings shall be open to the public, except as specified by state law.

D. Meetings. Meetings of the Board shall be held at the call of the chairman, upon written petition of three (3) regular members of the Board; and at such other times as called to take action on variance applications. The chairman or acting

chairman may administer oaths and compel the attendance of witnesses. All meetings, hearings or proceedings shall be heard by at least six (6) members or alternate members of the Board.

E. Appeals.

1. Procedure. Any person aggrieved, or any officer, department, board, or bureau of the City, may appeal to the Board of Adjustment. Such appeal shall be submitted in writing and shall specify the grounds for the appeal thereof. The office or department from which the appeal is taken shall promptly transmit all minutes constituting the record upon which the action appealed from was taken to the Board of Adjustment.
2. Stay of Proceedings. An appeal shall stay all proceedings in furtherance of the action appealed from unless the Building Inspector shall certify to the Board of Adjustment that by reason of facts in the certificate a stay would, in his opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Adjustment or by a court of equity, after notice to the office from whom the appeal is taken and on due cause shown.
3. Notice of Hearing on per. The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within two hundred (200) feet of any point of the lot or portion thereof on which a variation is desired, and to all other persons deemed by the Board to be affected thereby. Such owners and persons shall be determined according to the current tax rolls of the City. Depositing of such written notice in the mail shall be deemed sufficient compliance therewith.
4. Decision by Board. The Board shall decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney. The Board may reverse or affirm wholly or partly or may modify the order, requirements, decisions or determination as in its opinion ought to be made in the premises and to that end shall have all powers of the officer or department from whom the appeal is taken.
5. Vote Necessary to Revise Order. The concurring vote of four (4) members of the board shall be necessary to revise any order, requirement, decision or determination of any such administrative official or to decide in favor of the application on any matter upon which it is required to pass under this ordinance or to affect any variance in said ordinance.

F. Powers and Duties of Board.

1. Subpoena Witnesses, Etc. The Board shall have the power to subpoena witnesses, administer oaths and punish for contempt, and may require the production of documents, under such regulations as it may establish.

2. Appeals Based on Error. The Board shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirements, decision or determination made by the Building Inspector in the enforcement of this ordinance. Except as otherwise provided herein, the Board shall have, in addition, the following specific powers:
 - a. To permit the erection and use of a building or the use of premises for railroads if such uses are in general conformance with the Master Plan and present no conflict or nuisance to adjacent properties.
 - b. To permit a public utility or public service or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety, or general welfare.
 - c. To grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of this ordinance.
 - d. To permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than sixty (60) percent of its fair market value, where the Board finds some compelling necessity requiring a continuance of the nonconforming use.
 - e. To waive or reduce the parking and loading requirements in any of the districts, when (i) the character of use of the building is such as to make unnecessary the full provision of parking or loading facilities; or (ii) when such regulations would impose an unreasonable hardship upon the use of the lot. The Board shall not waive or reduce such requirements merely to the purpose of granting an advantage or a convenience.
3. Variances. An application or request for a variance shall not be heard or granted with regard to any parcel of property or portion thereof upon which a concept plan, detail site plan or development plan, preliminary plat or final plat required by this ordinance has not been finally acted upon by the Planning and Zoning Commission. If the site plan or plat application is dependent on the granting of a variance by the Board, the application may only be approved on condition that the variance is granted. All administrative procedures and requirements of this ordinance, regarding Planning and Zoning Commission consideration and action, applicable to concept plans, detail site plans, preliminary plats and final plats must be exhausted prior to requesting a variance from the terms of this ordinance.

- a. The Board shall have the power to authorize upon appeal in specific cases such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship as determined by the criteria identified in Section 211.009 of the Texas Local Government Code, and so that the spirit of this ordinance shall be observed and substantial justice done. In executing its power to grant such variances, the Board may:
 - i. Permit a variance in the requirements of any district where there are unusual and practical difficulties or unnecessary hardships in the carrying out of these provisions due to an irregular shape of the lot, topographical or other conditions, provided such variance will not seriously affect any adjoining property or the general welfare; and
 - ii. Authorize upon appeal, whenever a property owner can show that a strict application of the terms of this ordinance relating to the construction or alterations of buildings or structures will impose upon him unusual and practical difficulties or particular hardship, such variances from the strict application of the terms of this ordinance as are in harmony with its general purpose and intent, but only when the Board is satisfied that a granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variance from the standards or regulations established by this ordinance and at the same time, the surrounding property will be properly protected.
- b. A written application for Variance shall be submitted together with the fee as required by the fee schedule found in [Appendix A](#) of this Code.
- c. Accompanied by an accurate legal description, maps, site plans, drawings and any necessary data, demonstrating: (i), (ii), (iii), (iv), and (v).
 - i. that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - ii. that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;
 - iii. that the special conditions and circumstances do not result from the actions of the applicant;
 - iv. that granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district; and

- v. no nonconforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- 4. Changes. The Board shall have no authority to change any provisions of this ordinance and its jurisdiction is limited to time. The Board may not change the district designation of any land either to a more restrictive or less restrictive zone.

SECTION 3: Historic Preservation Commission

A. Establishment. There is hereby created a Historic Preservation Commission for historic districts and landmarks, hereinafter called the Commission.

B. Membership. The Commission shall consist of seven (7) members.

1. Appointment and Term. Members are appointed by the City Council for staggered terms of two (2) years respectfully, with terms starting on July 1 of the year of appointment. Each member may be reappointed to successive terms of office, subject to approval by the City Council. Members shall be identified by place numbers one (1) through seven (7). Initial members shall draw for four (4) one-year terms and three (3) two-year terms. Even-numbered places shall expire in even-numbered years; odd-numbered places shall expire in odd-numbered years. Newly appointed members shall be installed at the first regular Commission meeting after being appointed.
2. Qualifications. To the extent possible, the City Council shall appoint members to the Commission who have background in architecture, urban design, history, or other related professions. At least one (1) member shall be the owner of a property eligible for historic landmark designation or within a historic district.
3. Vacancies. In case of death, resignation, disqualification, removal, or otherwise, vacancies shall be filled for the unexpired term by appointment of the City Council. All expired terms shall be filled in the same manner as the original appointments.
4. Removal. Members of the Commission may be removed by the City Council for continued absence from regular meetings of the Commission.
5. Chair and Vice-Chair of the Commission. The Chair and Vice-Chair of the Commission shall be elected by a majority of the members of the Commission for a term of one (1) year after new appointments to the Commission are made each July. The chairman shall call and preside over all meetings of the Commission, and the vice-chairman shall perform all duties of the chairman in his or her absence.

C. Functions of Commission. The Historic Preservation Commission shall thoroughly familiarize itself with buildings, structures, sites, districts, areas and lands within the City which may be eligible for designation as historic landmarks. The Commission shall act in an advisory capacity on all historic matters that come before the City. It shall be the function of the Commission to advise the Building Official concerning all applications for permits in the historic districts and historic landmarks.

1. Additional Duties.

- a.** The Commission shall make an annual report to the City Council on the state of historic preservation in the City and shall include in the report a summary of its activities for the past year and a proposed program for the next year.
- b.** The Commission shall have the further responsibility of recommending to the City Council and Planning and Zoning Commission, the adoption of policies, the sources of funds, and designation of districts and landmarks that may further the City's preservation effort.
- c.** The Commission shall provide recommendations to the Planning and Zoning Commission and City Council concerning the establishment of City policies, approvals of projects, designations of additional historic districts, changes in historic district boundaries, designations of historic landmarks and any other project or efforts which might affect a designated historic landmark or historic district.
- d.** The Commission shall, with staff advice and support, determine a suitable emblem for marking buildings, structures, and sites within historic districts and for designated landmarks, both public and private. This emblem shall be submitted for approval to the Texas Historical Commission and then recommended for approval to the City Council, along with a list of locations and sites and estimates as to cost, for approval by the City Council.

D. Meetings. The Commission shall meet at regular intervals with advance notice posted according to the Texas Open Meeting Law. Additionally, meetings may be called upon request of the Chairman, or upon written request of three (3) members, or upon notice from the City Secretary that a matter requires the consideration of the Commission. Upon the filing of an application for a building permit in a historic district, or historic landmark, the Commission shall hold a hearing within fourteen (14) days after the date of filing of such application. The Commission shall take final action on the application within thirty (30) days of the filing of said application. If action thereon is not taken within thirty (30) days after the date of filing of such application, it shall be deemed to have been recommended for approval and a certificate showing the filing date and the

failure to take action on the application within thirty (30) days shall be issued by the Commission on demand. The applicant may withdraw the application before the thirty (30) day period expires and may resubmit it at a later time if additional time is required for the preparation of information or for research required by the Commission.

E. Majority and Voting Requirements. A majority of the members shall be 5 to constitute a quorum, and action taken at a meeting shall require the affirmative vote of a majority of the appointive members in attendance.

F. Criteria to be used by Commission in determining its recommendation for Designation. The City Council may from time to time designate certain places in the City as historic landmarks. The City Council may designate buildings, structures, sites, districts, areas and lands in the City as historic landmarks and define, amend and delineate the boundaries thereof. The suffix "H" shall indicate the zoning designation of those buildings, structures, sites, districts, areas and lands which the City Council designates as historic landmarks. Such designation shall be in addition to any other use designation established in this chapter. The zoning map shall reflect the designation of an historic landmark by the letter "H" as a suffix to any other use designation established by this chapter.

1. Designation. In designating historic landmarks, the City Council shall follow these procedures with recommendation by the Historic Preservation Commission and Planning and Zoning Commission. All designations must meet all requirements under Section 211.0165 of the Texas Local Government Code, as amended from time to time, or subsequent Texas statute replacing Section 211.0165 of the Texas Local Government Code. In making the designations, the City Council shall consider but shall not be limited to one (1) or more of the following criteria:
 - a. Character, interest or value as part of the development, heritage or cultural characteristics of the City, state or the United States;
 - b. Recognition as a recorded state historic landmark, a national historic landmark or entered into the National Register of Historic Places;
 - c. Embodiment of distinguishing characteristics of an architectural type or specimen;
 - d. Identification as the work of an architect or master builder whose individual work has influenced the development of the City;
 - e. Embodiment of elements of architectural design, detail, material or craftsmanship which represent a significant architectural innovation;
 - f. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on architectural, historic or cultural motif;

- g. Portrayal of the environment of a group of people in an area of history characterized by a distinctive architectural style;
 - h. Archeological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest;
 - i. Exemplification of the cultural, economic, social, ethnic or historical heritage of the City, state, or United States;
 - j. Location as the site of a significant historic event;
 - k. Identification with a person who significantly contributed to the culture and development of the City, state or United States;
 - l. A building or structure that because of its location has become of value to a neighborhood, community area or the City;
 - m. Value as an aspect of community sentiment or public pride.
2. Signature Requirements for Property Owner-Initiated Designations. Application for designation of a historic landmark shall require the signatures of all owners of the property, or their authorized agents.
3. Property Owner Consent Requirements for City-Initiated Designations. The Historic Preservation Commission or Planning and Zoning Commission may recommend to the City Council an application be submitted to designate any property, structure, site, or district within the incorporated limits of the City of Sanger as a historic landmark designation. The City Council may, on its own motion, direct City staff to initiate designation proceedings. Upon approval of such motion, the Building Officer shall prepare a historic landmark designation petition on behalf of the City of Sanger.
- a. Pursuant to Section 211.0165 of the Texas Local Government Code, City-initiated designation of a historic landmark shall require:
 - i. Written consent of all property owners within the boundaries of the proposed designation, which may be withdrawn at any time in the process; or
 - ii. A three-fourths vote of approval by the Historic Preservation Commission, a review by the Planning and Zoning Commission, and a three-fourths vote of approval by the City Council.
4. Historic Landmark Designation Impact Statement. At least fifteen (15) calendar days prior to the public hearing of the Historic Preservation Commission for designation of a historic landmark, City staff shall provide the property owner(s) with a Historic Landmark Designation Impact Statement that includes:

- a. Regulations that are authorized to be applied to the historic landmark after the designation;
- b. Procedures for the designation;
- c. Tax benefits that are authorized to be applied to the historic landmark after the designation, if any; and
- d. Rehabilitation or repair programs offered by the City of Sanger for a historic landmark, if any.

5. Review and Recommendation by the Historic Preservation Commission.

Upon staff's acceptance or completion of an application, the Building Officer shall schedule a public hearing at the next practicable Historic Preservation Commission meeting. At least ten (10) calendar days prior to the Historic Preservation Commission meeting, a written courtesy notice of the public hearing shall be sent to all owners of real property within five hundred (500) feet of the property or properties on which the designation is proposed. The Historic Preservation Commission shall make a recommendation to the Planning and Zoning Commission as to whether or not the property, district, or site is eligible for historic landmark designation according to the criteria in subsection D.1 of this section and the merits of the application.

6. Review and Recommendation by the Planning and Zoning Commission.

Upon receiving a recommendation by the Historic Preservation Commission, the matter shall be scheduled by City staff for a public hearing before the Planning and Zoning Commission. The matter shall proceed in the same manner as that required to amend, repeal, or alter the zoning on a tract or parcel of land under [Article III, Section 18](#) as it relates to specific uses. The Planning and Zoning Commission will consider the criteria for designation specified in the Zoning Ordinance.

7. Decision by the City Council. The matter shall proceed in the same manner and in the same instances as that required to amend, repeal, or alter the zoning on a tract or parcel of land as specified in this article, except for the procedural requirements in subsection F.3 of this section. After all notice requirements of state zoning statutes have been complied with and all required public hearings conducted pursuant to said state statutes and upon receipt of the Historic Preservation and Planning and Zoning Commission recommendations, the City Council may designate the building, land, area or district with the "H" suffix. Such designation shall be in addition to any other zoning district designation established in the Zoning Ordinance. If the City Council does not approve the designation, the procedure for successive applications for petitions for the amendment of the Zoning Ordinance for a particular tract of property shall apply.

8. Decision Recordation. Upon passage by the City Council of an ordinance designating property as “H,” the City Secretary shall file a copy of the ordinance with the appropriate county clerk, in accordance with state law, and the appropriate county tax assessor, and, together with a written notice briefly stating the fact of the designation, shall send a copy of such notice by certified mail to the owner of the affected property.
9. Amendment or Removal. The same application and procedure that is followed for the designation of a historic landmark shall apply for amendment or removal of the designation, except:
 - a. The Historic Preservation Commission or the Building Official may initiate amendments to a historic landmark ordinance without a motion from the City Council as described in subsection F.2 above.
10. Hearings and Notice.
 - a. The City Planning and Zoning Commission shall hold public hearings as provided for in V.T.C.A., Local Government Code §211.007 to consider any historic landmark designation ordinance after receiving a recommendation from the Historic Preservation Commission. The notices provided for in V.T.C.A., Local Government Code §211.007 shall be sent to all owners of property which is proposed for “H” designation as well as to the adjoining property owners specified in such article.
 - b. Within thirty (30) days after the hearing, the City Planning and Zoning Commission shall set forth in writing its recommendation, including the findings of fact that constitute the basis for its decision, and shall transmit its recommendation concerning the proposed ordinance to the City Council along with the recommendation of the commission.
 - c. Any notice required to be given under this subchapter, if not actually delivered, shall be given by depositing the notice in the United States mail, postage prepaid, addressed to the person or entity to whom such notice is to be given at his last known address. When notice is required to be given to an owner of property, such notice, delivered or mailed by certified or registered mail, may be addressed to such owner who has rendered his property for city taxes as the ownership appears on the last approved city tax roll.
 - d. Upon passage of any historic district or historic landmark designation ordinance, the City Secretary shall send a notice of the fact of the designation to the owner or owners of affected property by mail.
- G. Existing uses.** Nothing contained in this Section or in the designation of property as being in a historic district or historic landmark shall affect the present legal use of property. Use classifications as to all property which may be included

in a historic district or historic landmark shall continue to be governed by the general zoning provisions of this and the procedures therein established. In no case, however, shall any use be permitted which requires the demolition, razing, remodeling, or alteration of any buildings or structures in such a historic district or historic landmark so as to adversely affect the character of the district or historic landmark, except upon compliance with the terms of this Section.

H. Role of Building Official.

1. Construction, Reconstruction, Alteration, Restoration, or Relocation Procedure. The Building Official shall not take action upon a permit for any construction, reconstruction, alteration, restoration, or relocation of a building or signs in the historic district or historic landmark until he has received a recommendation from the Commission or certificate from the Commission showing failure to take action as provided in Subsection 28.3 of this Section. Upon receipt of an application for a permit in the historic district or historic landmark, the Building Official shall act in accordance with the procedures presently being followed in that office except as those procedures are necessarily modified by the following requirements:
 - a. Building Official shall forward to the Commission a copy of the application for a building permit, together with a copy of the plot plan and the building plans and specifications filed by the applicant.
 - b. Building Official shall maintain in his office a record of all such applications and of his handling and final disposition of the same, which shall be in addition to and appropriately cross-referenced to his other records.
 - c. Building Official shall require applicants to submit a sufficient number of additional copies of material required to be attached to an application for a building permit in compliance with the foregoing.
2. Demolition Procedure. Notwithstanding any other provision of this Section, any property owner who desires to effect complete demolition of any entire structure on his property theretofore classified pursuant to the terms of this Section as, or part of, a historic district or historic landmark, shall give written notice to the Building Official of his intention to effect such demolition. One hundred twenty (120) days after the giving of such notice, the property owner shall be entitled to receive a permit for such demolition, provided the application complies otherwise with this and the Building Code.
3. Standards to be applied. The same criteria considered by the Commission as set forth in this Section shall be applied by the Building Official in arriving at his determination as to issuance or denial of the permit.

4. Historic District. In determining the recommendation to be presented to the Building Official concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition, or razing of all or part of any building within the historic district, the Commission shall consider the following matters:
 - a. The effect of the proposed change upon the general historic, cultural, and architectural nature of the district.
 - b. The appropriateness of exterior architectural features, including parking and loading spaces, which can be seen from a public street, alley, or walkway.
 - c. The general design, arrangement, texture, material, and color of the building or structure and the relation of such factors to similar features of buildings or structures in the district. The criterion shall not be the aesthetic appeal to the Commission of the structure or the proposed remodeling but rather its conformity to the general character of the particular historic area involved.
 - d. Signs which are not consistent with the character of the historic district in question shall not be permitted.
 - e. The value of the historic district as an area of unique interest and character shall not be impaired.
5. Historic Landmarks. In determining the recommendation to be presented to the Building Official administration concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition, or razing of all or part of any designated historic landmark, the Commission shall consider those considerations which gave rise to the original request for the designation of the place as a historic landmark as well as the following matters:
 - a. The effect of the proposed change upon the historic, architectural, or cultural nature of the landmark.
 - b. The appropriateness of exterior architectural features, including parking and loading spaces, which can be seen from a public street, alley, or walkway.
 - c. The general design, arrangement, texture, material, and color of the building or structure site and the similarity, contrast, or other relation of such factors to other landmarks built at or during the same period, as well as the uniqueness of such features, considering the remaining examples of architectural, historical, and cultural values.
 - d. Signs which are not consistent with the character of the historic landmark shall not be permitted.
 - e. The value of the historic landmark as a place of unique interest or character shall not be impaired.

I. Commission Action Concerning Application for Permit

1. Meetings of the Commission.

- a. Upon receipt from the Building Official by the Commission of the application for a building permit for the construction, reconstruction, alteration, restoration, relocation, demolition, or razing of a building or buildings in this historic district or historic landmark, the Commission shall schedule a meeting to consider the recommendation which the Commission will give to the Building Official. The person applying for the permit shall be advised of the time and place of said meeting and invited to appear to explain his reasons. The Commission may invite such other persons or groups as it desires to attend its meetings. The Commission may hold any additional meetings it considers necessary to carry out its responsibilities as enumerated in this Section.
- b. The Commission, after the meeting in accordance with this Section and after the making of any changes in the plans and specifications as provided in this Section, shall submit to the Building Official, in writing, its recommendation concerning the issuance of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or a part of any building within the historic district or historic landmark. The written report shall include the opinion and recommendation of the Commission as stated in subparagraphs (g) and (h) of this paragraph and may include all or any part of the matters stated in subparagraphs (a) through (f) of this paragraph.
 - i. The exact location of the area or place in which the work is to be done.
 - ii. The exterior changes to be made or the exterior character of the structure to be erected.
 - iii. A list of surrounding structures with their general exterior characteristics.
 - iv. The effect of the proposed change upon the general historic and architectural nature of the district or landmark.
 - v. The appropriateness of exterior architectural features which can be seen from a public street, alley, trail, or walkway.
 - vi. The general design, arrangement, texture, material, and color of the building or structure and the relation of such factors to similar features of buildings or structures in a district, or to the general period of construction in a district or landmark.
 - vii. The opinion of the Commission, including any dissent, as to the appropriateness of the work proposed as it will preserve or destroy the historic aspect and nature of the district or landmark.
 - viii. The specific recommendation of the Commission.

2. Action by the Building Official. The recommendation of the Commission shall be binding upon the Building Official, and upon receipt of the report of the Commission, the Building Official shall within ten (10) days notify the applicant in writing of the approval, conditional approval, or disapproval of the application, and shall provide a copy to the Commission.
 3. Appeal from action of the Commission Concerning Applications for Permits. An applicant for permit dissatisfied with the action of the Commission relating to issuance or denial of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition, or razing of a building in the historic district shall have the right of appeal to the City Council within fifteen (15) days after receipt of notification of such action. The applicant shall be advised by the City Secretary of the time and place of the hearing at which his appeal will be considered and shall have the right to attend and be heard as to his reasons for filing the same. In determining whether or not to certify to the appropriateness of the proposed construction, reconstruction, alteration, restoration, relocation, demolition, or razing of all or a part of any building within the historic district, the City council shall consider the same factors as the Commission set forth in [Article II, Section 3.L](#) of this section and the report of the Commission and any other matters presented at the hearing on the appeal. If the City Council disapproves the application by a majority of the members voting, it shall direct the Building Official not to issue such permit. Such disapproval may indicate what changes in the plans and specifications would meet the conditions for protecting the distinctive historical character of the district.
 4. Duties of the Building Official. Upon receipt of the action of the City Council, the Building Official shall forthwith so advise the applicant and the Commission.
 5. Reapplication for Building Permit. In the case of an application's disapproval by the City Council, the application shall not be resubmitted for consideration until one (1) year has elapsed from the date of disapproval unless the indicated changes in the plans and specifications required to meet the conditions for protecting the district or landmark have been incorporated into the reapplication.
- J. Violations; Penalties.** It shall be unlawful to construct, reconstruct, structurally alter, remodel, renovate, relocate, restore, demolish, raze, or maintain any building, structure, secondary building, fence, or other appurtenance in a historic district or historic landmark in violation of the provisions of this Section; and proper City officials, or their duly authorized representatives, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful construction, reconstruction, structural alteration, remodeling, renovation, restoration, relocation, demolition, razing, or maintenance, to

restrain, correct, or abate such violation, to prevent any illegal act, conduct, business, or maintenance in and about such premises. Each day such violation continues shall constitute a separate offense.

K. Partial Tax Exemption for Historically Designated Sites.

1. Definition. As used in this subsection, "Historic Site" means a property designated as a historic landmark or within a historic district in need of tax relief to encourage its preservation.
2. Granting of Exemption. The City Council shall, by ordinance, concurrent with the levy of taxes for each year, approve for partial exemption from ad valorem taxes certain historically significant sites in need of tax relief to encourage their preservation.
3. Partial Exemptions. Historic Sites approved for exemption by ordinance pursuant to the provisions of this subsection shall have an exemption of seventy-five percent (75%) of the assessed value of the structure and the land. These exemptions may be applied to both residential and commercial property for a maximum of five (5) years per property.
4. Application. For each assessment year for which the owner of property designated a Historic Site desires such property to be partially tax exempt pursuant to provisions of this subsection, the owner shall file with the Historic Preservation Commission a sworn application, not later than April 1, setting forth the fact that the requirements of paragraph (5) of this subsection concerning the preservation and maintenance of the subject structure were being fully satisfied as of January 1 of the year for which application for exemption is being sought. Application forms are to be available at the office of the City Tax Assessor-Collector. The application shall affirmatively set forth the owner's authorization for members of the Historic Preservation Commission to visit and inspect the historic property as well as examine the books and records as necessary to certify whether or not the property was being preserved and maintained as required by paragraph (5) of this subsection and to determine what new construction or modifications have been completed.
5. Certification. Upon receipt of the sworn application, the Historic Preservation Commission shall cause an inspection of the historic property to be made and review the books and records as to whether or not the historic property is being preserved and maintained in accordance with this paragraph (5) as of January 1 of that year and shall certify the facts to the City Tax Assessor-Collector not later than April 30, along with the Commission's recommendation for approval or disapproval of the application for exemption. The Historic Preservation Commission shall note on the application form any new construction or modification which has been accomplished in accordance with the restrictions placed on the structure by this Section.

The following items shall be used in determining whether a Historic Site has been maintained in accordance with minimum property, structural, and health standards:

- a. Any well, cesspool, or cistern shall be securely covered or closed;
 - b. Dead trees and tree limbs that are reasonably capable of causing injury to a person shall be removed;
 - c. Any structure or portion of a structure which is vacant shall be securely closed so as to prevent unauthorized entry;
 - d. Paint or other coatings shall be applied at reasonable intervals so as to protect the exterior surfaces of a structure which are subject to decay;
 - e. The exterior grounds shall be maintained free of excessive rubbish, garbage, junk, or refuse;
 - f. Screens and shutters existing at the time of historic designation or added subsequent thereto shall be maintained in good repair;
 - g. Broken windows shall be replaced or reglazed;
 - h. Exterior doors and doorways shall be maintained in good repair and operable condition;
 - i. Skirting around the structure, if any, shall be maintained in good repair;
 - j. Porch flooring and supports shall be maintained in a sound condition, capable of bearing an imposed load safely;
 - k. Railings and handrails of exterior stairs, steps, balconies, porches and other exterior features shall be maintained in a sound condition so as to afford safety;
 - l. Rotted exterior wood shall be replaced and repainted;
 - m. Broken or partially missing gutters or downspouts shall be replaced or repaired;
 - n. Loose bricks or stones in the exterior of a structure shall be reestablished or replaced and all joints weatherproofed by proper maintenance of painting;
 - o. Fences and the exteriors of secondary buildings shall be maintained in reasonable repair, including painting if applicable.
6. Tax Assessment of Historic Sites and Determination of the Land Reasonably Necessary for Access and Use Thereof. The City Tax Assessor-Collector shall determine that portion of land which is reasonably necessary for access to and use of those historic structures for which applications for approval of exemptions are pending, and shall assess for taxation all such excess land in the same equal and uniform manner as all other taxable properties in the City.

The determination of the City Tax Assessor-Collector shall be final with respect to the amount of land reasonably necessary for access to and use of the historic structure for which tax exemption is sought.

The City Tax Assessor-Collector shall, not later than June 1 of each year or as soon thereafter as is practicable and prior to the levy of taxes for the current year, forward the application for tax exemption to the City Council after having indicated thereon the assessed values of the historic structure and land necessary for access to and use thereof and the assessed value of the land determined to be in excess of that necessary for access to and use thereof.

7. Rendition and Assessment of Historic Sites for Ad Valorem Taxation. The provisions of this subsection pertaining to partial exemption of historic properties do not change the provision of any other section of the City Code pertaining to taxation, and the applicant's properties shall be rendered and assessed in the same manner as any other property in the event the City Council elects to disapprove the application for exemption.
 8. Additional Tax. For each year the historic site is granted a tax exemption pursuant to the provisions of this subsection, the Tax Assessor-Collector shall note on his or her records the assessments that would have been made had the property not qualified for tax exempt status. If the property no longer qualifies for its historic site designation due to noncompliance with the regulations of this subsection, the property shall be subject to an additional tax. This additional tax shall be calculated as the difference between the taxes paid or payable under the provisions of this subsection during the exemption period and the amount of tax that would have been payable for the preceding three (3) years, or, if the exemption period was less than three years, for that shorter timeframe, had the property not been approved for tax exemption. The additional tax imposed by this subsection shall be due and payable at once. If the additional tax imposed by this subsection is not paid within ninety (90) days, it shall be deemed delinquent and shall be subject to the same penalty and interest as other taxes for each such year.
- L. Exemptions from Provisions of this Section.** Ordinary repair or maintenance, including minor damage such as a broken window caused by natural causes or accidents, which does not involve changes in architectural and historic value, style, or general design, color, or appearance is exempt from the provisions of this section.

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ARTICLE III.

ESTABLISHED

ZONING DISTRICTS

AND USES

SECTION 1: Established Zoning Districts

The City of Sanger, Texas, is hereby divided into zoning districts as listed in this section.

City-Wide

COMMON USE	ABBREVIATED DESIGNATION	ZONING DISTRICT NAME	PREVIOUS ZONING DISTRICT
Agricultural	A	Agricultural	A
Residential	RD	Ranch Density	SF-1; R-1
Residential	MD	Medium Density	SF-3; SF-7
Residential	TR	Town Residential	SF-10
Residential	2F	Two-Family Residential	2F
Residential	MFR	Multi-Family Residential	2F; MF-1
Residential	MHP	Manufactured Home Residential	MH-1; MH-2
Commercial	RC	Regional Commercial	B-2; PD
Commercial	NC	Neighborhood Commercial	B-1; PD
Industrial	LI	Light Industrial	I-1 (Previously included Heavy Industrial)

Urban Downtown

COMMON USE	ABBREVIATED DESIGNATION	ZONING DISTRICT NAME	PREVIOUS ZONING DISTRICT
Agricultural	A	Agricultural	A
Residential	USF	Urban Single-Family Residential	SF-8; SF-9
Residential	UMF	Urban Multi-Family Residential	MF-2
Commercial	UMU	Urban Mixed-Use	B-3
Commercial	UR	Urban Retail	B-2

A. Description and Purpose of Zoning Districts.

1. For the purposes of this ordinance, the “A” - Agricultural Zoning District will be defined for the City-Wide and Urban Downtown districts as:
 - a. A - Agricultural District. This district provides for the continuance of farming, ranching, and gardening activities on land now utilized for these purposes. When land in the “A” category is needed for Urban Downtown purposes, it is anticipated the zoning will be changed to the appropriate zoning categories to provide for orderly growth and development in accordance with the Comprehensive Plan.
 - i. Once land in an “A” category has been placed into another district, the intent of this ordinance is that such land shall not be changed back to an “A” category by any subsequent request for a change.
2. City-Wide.
 - a. RD - Ranch Density Residential. Ranch single-family uses are generally intended to provide areas for traditional single-family large lot neighborhood developments. Typical building density is less than 2 dwelling units per acre.
 - b. MD - Medium Density Residential. Residential medium single-family uses are generally intended to provide areas for traditional single-family subdivisions and master planned neighborhood developments. Homes within these land use designations could range from local builders to nationally recognized builders. Typical building density is between 2 and 7 dwelling units per acre.
 - c. TR - Town Residential. Generally intended to provide areas for traditional single-family homes. Can also be characterized by apartment, patio homes or townhome type units in an attached community. These developments may take a variety of forms. Typical building density is between 4 and 20 dwelling units per acre.
 - d. 2F – Two-Family Residential. Two-Family Residential uses are generally intended to provide areas for two-family duplex developments.
 - e. MFR - Multi-Family Residential. Characterized by multi-story apartment and/or condominium type units in attached complexes. May include community amenities, fitness facilities, recreation areas and dedicated open space. Typical building density is between 8 and 40 dwelling units per acre.
 - f. MHP – Manufactured Home Park. Generally intended to provide for quality manufactured home park development and maintenance. Typical building density is not more than 5 dwelling units per acre.

- g. NC - Neighborhood Commercial.** Non-residential development that meets the needs of local residents. This includes neighborhood retail, specialty shops, convenience stores, pharmacies, and restaurants which can improve the general character of adjacent neighborhoods. Office uses are envisioned and generally focused on business or professional services such as medical, real estate, insurance and/or childcare.
- h. RC - Regional Commercial.** Highway-oriented retail, office and commercial uses targeted for businesses requiring large volumes of traffic and auto access. Typical uses include regional auto-oriented businesses including but not limited to restaurants, big-box retail, gas stations, offices, medical, hotel, and entertainment venues.
- i. I - Industrial.** Intended for a range of light industrial, indoor manufacturing, assembly, storage yards, packaging, flex-office, distribution and warehousing related uses.

3. Urban Downtown.

- a. USF - Urban Single-Family Residential.** Includes single-family residential with both small and/or large lots, typically located near downtown. Typical building density is between 4 to 20 dwelling units per acre.
- b. UMF - Urban Multi-Family Residential.** Multi-family residential that may include mixed-use on the ground floor with 2nd story residential. Units would have primary street access with parking in the back of property. Typical building density is between 12 and 40 dwelling units per acre.
- c. UMU - Urban Mixed-Use.** Requires retail or office at the ground floor with residential or other land uses above. Units would have primary street access with parking in the back of property or in a rapped structure. Typical building density is between 12 and 40 dwelling units per acre.
- d. UR - Urban Retail.** Ground floor retail with large glass windows and individual street access. Outdoor tables and chairs desired for restaurants along with attractive character signage and some outdoor sale racks. Pedestrian friendly access is the focus.

4. Overlay districts.

- a. PD - Planned Development District.** District provides a zoning category for the planning and development of larger tracts of land or tracts of land with unique characteristics for a single or combination of uses requiring flexibility and variety in design to achieve orderly development with due respect to the protection of surrounding property.
- b. H - Historic District.** The Historic District is established to accommodate and encourage the preservation and reconstruction of areas and

structures having outstanding historical and/or cultural significance in the state, region or community district include regulations regarding permitted uses, expansion, restoration, and other features which are unique to the Historic District.

- c. FP - Floodplain District. Zoning Districts located in flood hazard areas which are subject to periodic inundation may be preceded by the prefix FP, indicating a subdistrict. Areas designated FP may be used only for those uses listed in the provisions of [Article III, Section 18](#) until the area or any portion thereof located in FP Subdistrict has been approved by the City Council. Approval shall only be given after engineering studies determine that the area or any portion thereof is suitable for uses in the district and building construction or development would not create an obstruction to drainage nor a hazard to life or property and that such construction is not contrary to the public interest.

SECTION 2: Use of Land and Buildings

A. General District Regulations.

1. For all residential uses:
 - a. Secondary Building Setbacks.
 - i. Minimum Front Yard: Attached secondary buildings or structures, including garages and carports, shall have a front yard not less than the main building, or as specified in the particular district. Detached secondary buildings or structures shall be located in the area defined as the side yard or rear yard.
 - ii. Minimum Side Yard: Three feet (3')
 - iii. Minimum Rear Yard: Three feet (3')
2. Parking regulations: Two (2) attached enclosed spaces behind the front yard line for single-family dwelling units plus a minimum driveway parking space of seventeen (17) feet wide and seventeen (17) feet long. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 18](#), "Specific Use Permit".

- B. Land and buildings in each of the following classified districts may be used for any of the following listed uses but no land shall hereafter be used and no building or structure shall hereafter be occupied, used, erected, altered, removed, placed, demolished, or converted which is arranged or designed to be used for other than those uses specified for the district in which it is located as set forth by the following Schedule of Use table.

1. Legend for interpreting Schedule of Uses

P	Designates use permitted in district indicated
-	Designates use prohibited in district indicated
S	Designates use may be approved as Specific Use Permit
*	Designates use standards apply in district indicated

For alphabetical list of uses and their definitions, see [Article III, Section 21.](#)

C. Schedule of Use Table.

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Primary Residential Uses															
Single-Family Dwelling (attached)	P	P	P	P	P	P	-	-	-	-	-	P	-	-	-
Single-Family Dwelling (detached)	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-
Two-Family Dwelling	-	-	-	-	-	P	P	P	-	-	-	S	-	-	-
Multiple-Family Dwelling	-	-	-	-	-	-	P	P	-	-	-	-	P	-	-
Boarding or Rooming Houses	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Manufactured Home as a Fixed Dwelling	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Manufactured Home Park	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Manufactured Home Subdivision	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Motel or Hotel	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Secondary and Incidental Uses															
Secondary Building	P	P	P	P	-	P	P	P	-	-	-	P	P	-	P
Secondary Building (non-residential)	-	-	-	-	-	-	-	-	P	P	P	-	-	S	P
Secondary Building Farm	P	P	P	P	-	-	P	P	-	-	-	-	-	-	-
Customary Home Occupation	P	P	P	P	-	P	P	P	-	-	-	-	-	-	-
Off-Street Parking Incidental to Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Stable (Private)	S	-	P	-	-	-	-	-	-	-	-	-	-	-	-
Swimming Pool as Home Occupation	P	-	S	S	-	-	S	S	-	-	-	S	S	-	-
Swimming Pool (Private)	P	-	P	P	-	-	P	P	-	-	-	P	P	-	-
Tennis Court (Private)	P	-	P	S	-	-	S	-	-	-	-	S	S	-	-
Temp. Field Office, Construction Yard or Office	Subject to temporary permit issued by building official														

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Utility and Service Uses															
Electrical Energy Generating Plant	S	-	-	-	-	-	-	-	S	S	P	-	-	-	-
Electrical Substation, Bulk Power	S	-	-	-	-	-	-	-	S	S	P	-	-	-	-
Electrical Transmission Line (High Voltage)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fire, Police or Municipal Building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Franchised Private Utility	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Gas Line and Regulating Station	P														
Local Utility Line	P														
Public Building Shop or Yard of Govt. Agency	P														
Radio, Television or Microwave Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Radio, Television or Microwave Transmitting Station	S	-	-	-	-	-	-	-	S	S	S	-	-	-	S
Sewage Treatment Plant	S	-	-	-	-	-	-	-	S	-	P	-	-	-	-
Telephone Business Office	-	-	-	-	-	-	-	-	P	-	P	-	-	-	S
Telephone Exch. Switching Relay Station	-	-	-	-	-	-	-	-	P	-	P	-	-	-	S
Utility Shops or Storage Yard or Building	P	-	-	-	-	-	-	-	P	-	P	-	-	-	
Water Reservoir, Well or Pump Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Standpipe or Elevated Water Storage	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Treatment Plant	P	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Recreational and Entertainment Uses															
Amusement, Commercial (Indoor)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Amusement, Commercial (Outdoor)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Carnival, Circus or Tent Service (Temporary)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Country Club (Private)	P	-	-	-	-	-	-	-	P	S	-	-	-	-	-
Day Camp for Children	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Drag Strip or Commercial Racing	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Game Room	-	S	-	-	-	-	-	-	-	-	-	-	-	-	-
Golf Course, Commercial	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Handball, Tennis, or Swim Club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park or Playground	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Playfield or Stadium (public)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Private Club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rodeo Grounds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Roller or Ice Rinks	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Swimming Pool (Commercial)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Theater or Playhouse (Indoor)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Theater (Outdoor)	P	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Zoo (Private)	P	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Zoo (Public)	P	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Educational, Institutional, and Special Uses															
Art Gallery or Museum	P	-	-	-	-	-	-	-	P	S	P	-	-	-	P
Cemetery or Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Church or Rectory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
College or University	-	-	-	-	-	-	-	-	S	S	S	-	-	-	S
Community Center (Public)	S	S	S	S	S	S	S	S	S	S	-	S	S	S	S
Fairgrounds or Exhibit Area	P	-	-	-	-	-	-	-	S	-	S	-	-	-	-
Fraternal org. Lodge, Union Hall	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Home for Aged Residence	-	-	-	-	-	-	S	-	-	-	-	-	S	-	-
Hospital, Acute Care	-	-	-	-	-	-	-	-	P	S	S	-	-	-	S
Hospital, Chronic Care	-	-	-	-	-	-	-	-	P	S	S	-	-	-	S
Institution for Alcohol, Narc or Psychiatric Care	-	-	-	-	-	-	-	-	S	-	S	-	-	-	S
Religious, Charitable or Philanthropic Institution	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Kindergarten or Nursery School	-	P	P	P	P	P	P	P	P	P	-	P	P	-	P
School, Business	S	-	-	-	-	-	-	-	S	S	P	-	-	-	S
School, Commercial or Trade	S	-	-	-	-	-	-	-	S	S	P	-	-	-	S
School, Public or Private	P	P	P	P	P	P	P	P	P	P	-	P	P	-	P

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Transportation Related Uses															
Airport or Landing Field	S	-	-	-	-	-	-	-	-	-	S	-	-	-	-
Bus Station or Terminal	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Hauling or Storage Company	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Heliport, Helistop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Motor Freight Terminal	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Parking Lot, Commercial Auto	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Parking Lot, Trucks and Trailers	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Automobile and Related Service Uses															
Auto Glass, Seat Cover or Muffler Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Auto Laundry (Car Wash)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Auto Painting, Body Rebuilding Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Auto Parts and Accessory Sales (Indoors)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Auto Storage or Auto Auction	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Gasoline Service Station	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Motorcycle Sales and Repair	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
New or Used Auto Sales (Outdoor)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
New or Used Auto Sales (Indoor)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Repair Garage	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Retail and Related Service Uses															
Antique Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P
Art Supply Store	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P
Bakery or Confectionery Shop (Retail)	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P
Bank, Saving or Loan Office	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P
Barber or Beauty Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Book or Stationary Shop or Newsstand	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Cash Advance or Payday Loan Office*	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Cleaning and Pressing, Pick-up Service	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Cleaning Plant - Commercial	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Convenience Store	-	-	-	-	-	-	-	-	P	P	P	-	-	-	P
Custom Personal Service Shop, excluding Tattoo Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Discount or Department Store	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Drapery, Needlework, Weaving Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Drug Store Pharmacy	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Florist or Garden Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Food and Beverage Sales Store	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Food Truck or related service	P	S	-	-	-	-	-	-	P	S	P	S	S	S	P
Furniture or Appliance Store	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Greenhouse, Plant Nursery (Retail)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Handcraft Shop and Art Objects Sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Hardware Store or Hobby Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Household Appliance Service or Repair	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Incidental and Secondary Retail Service Uses	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Key Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Laboratory, Medical and Dental	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Laundry and Cleaning (Self-Service)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Liquor Store	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Medical Appliances, Fitting Sales or Rental	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Modular Building Sales, Service and Rental	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Mortuary or Funeral Home	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Office, General Business or Professional	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Office, Medical or Dental	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Outside Display and Sales	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Pawn Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Pet Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Quick Service Food and Beverage Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Restaurant or Cafeteria (Drive-In Service)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Restaurant or Cafeteria (No Drive-In)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Retail Shop, Apparel, Gift, Similar Items	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Sexually Oriented Business	*	*	*	*	*	*	*	*	S	S	S	-	-	*	*
Studio, Decorator, Artist, Photographer	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Tattoo Shop	-	-	-	-	-	-	-	-	S	S	S	-	-	-	S
Tavern	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Tool Rental	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Travel Bureau or Travel Consultant	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Vape Shop or Smoke Shop	-	-	-	-	-	-	-	-	S*	S*	-	-	-	-	-
Variety Store or Similar Retail Shop	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Studio, health, Reducing or Similar Service	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Veterinarian, Office Only (No Animal Hospital)	-	-	-	-	-	-	-	-	P	P	-	-	-	-	P
Veterinarian Hospital (inside Pens only)	S	-	-	-	-	-	-	-	-	S	-	-	-	-	-
Veterinarian Hospital (outside Animal Pens)	S	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Agricultural Type Uses															
Animal Feed Lot	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Animal Pound (Public or Private)	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Farm, Ranch, Garden or Orchard	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Emu Farm	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Greenhouse or Nursery (Commercial)	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hatchery, Poultry	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kennel	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Farmer's Market	P	-	-	-	-	-	-	-	P	S	P	-	-	-	P
Commercial Type Uses															
Bakery and Confectionery (Wholesale)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Bottling Works	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Building Material Sales	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Cabinet or Upholstery Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Clothing, Similar Light	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Manufacturing	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Contractor Storage, Equipment Yard	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Dying or Laundry Plant	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Heavy Machinery Sales, Storage or Repair	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Laboratory Manufacturing	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Laboratory, Scientific or Research	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Lithographic or Print Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Maintenance and Repair Service for Buildings	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Milk Depot, Dairy or Ice Cream Plant	P	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Paint Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Plumbing, Heating and Air Conditioning Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Storage Warehouse	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Trailer or Mobile Home Sales or Rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Welding or Machine Shop	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Wholesale Storage and Sales	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Natural Resources Storage															
Caliche Pit and Caliche Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Mining and Storage of Mining Waste	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Petroleum Storage and Collection Facilities	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-

	CITY											URBAN DOWNTOWN			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Sand Gravel Extraction or Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Topsoil, Earth or Stone Extraction or Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Special Industrial Processes															
Asphalt or Concrete Batching Plant (Perm)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asphalt or Concrete Batching Plant (Temp)	S	S	S	S	S	S	S	S	S	S	S	-	-	-	-
Brick Kiln or Tile Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sanitary Fill	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Slaughter House of Meat Packing Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Smelter, Refinery or Chemical Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Any use which could create an environmental problem due to emissions, visual quality, odor, noise, hazard or similar factors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
General Manufacturing and Industrial Uses															
See uses as listed in Article III, Section 13 and Article III, Section 15 of this ordinance															
* Refer to relevant zoning district regulations and descriptions of permitted uses for further information regarding this particular use.															

SECTION 3: “A” Agricultural District

A. General Purpose and Description. This district is intended to apply to land situated on the fringe of an urban area and used for agricultural purposes, which may become an urban area in the future. Generally, the land in an “A” Agricultural District may be appropriate for development; therefore, the agricultural activities conducted in the “A” Agricultural District should not be detrimental to urban land uses. The types of uses and the area and intensity of use permitted in this district are intended to encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made.

B. Permitted Uses. A building or premise shall be used only for the following purposes:

1. Single-family dwellings on building lots of two (2) acres or more in areas where said dwellings can be adequately served by city utilities or septic tanks located on the building lot.

2. All general and special agricultural, farming, ranching, stables, and related secondary buildings, stock and poultry raising, dairy, emu farming and other related uses so long as same do not cause a hazard to health by reason of unsanitary conditions, are not offensive by reason of odors, dust, fumes, noise, or vibrations, and are not otherwise detrimental to the public welfare.
3. Public buildings, including libraries, schools, churches, museums, and auditoriums, police and fire stations, parks and similar public uses or facilities.
4. Telephone exchange, provided no public business and no repair or outside storage facilities are maintained, gas lines and regulating stations, electrical lines, local utility lines.
5. Secondary buildings and structures clearly incidental to the above operations, including but not limited to barns, stables, equipment sheds, granaries, private garages, pump houses, and accessory dwelling units not for rent, provided that secondary buildings and structures shall be limited to fifteen (15) percent of the gross land area.
6. Temporary metal buildings less than six hundred (600) square feet which are used for tool and supply storage.
7. Greenhouse, green nursery and general gardening activities.
8. Riding academy or other equestrian-related activities.
9. Other uses as listed in [Article III, Section 3](#) of this ordinance.

The following specific uses shall be permitted in the "A" Agricultural District, when granted in accordance with [Article III, Section 2](#):

C. Uses as listed in [Article III, Section 2](#) of this ordinance.

D. Height Regulations. No building shall exceed thirty (30) feet in height.

E. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	200'
B	Lot depth (min.)	400'
	Lot area (min.)	45,360 sq. ft.
COVERAGE		STANDARDS
C	Lot coverage (max.)	50%
	Dwelling Size (min.)	1,200 sq. ft.
Building Setbacks		
D	Front Yard (min.)	30'
E	Rear Yard (min.)	25'
F	Side Yard (min.)	15% or 50'
SECONDARY BUILDINGS		STANDARDS
G	Rear Yard (min.)	10'
	Side Yard (min.)	15% or 50'
	Front Yard (min.)	60'

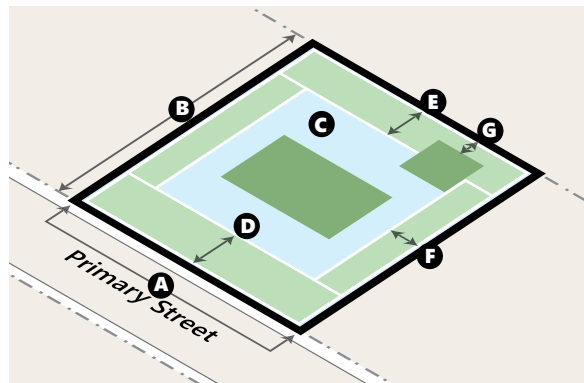


FIGURE 1. "A" AGRICULTURAL AREA REGULATIONS

1. Size of Yards.
 - a. Front Yard. There shall be a front yard of not less than fifty (50) feet as measured from the front property line.
 - b. Side Yard. There shall be a side yard of not less than fifteen (15) percent of the width of the lot or fifty (50) feet, whichever is less.
 - c. Rear Yard. There shall be a rear yard of not less than twenty-five (25) feet for main structure and ten (10) feet for secondary buildings.
2. Size of Lot.
 - a. Lot Area. No lot shall have an area of less than forty-three thousand five hundred sixty (45,360) square feet.
 - b. Lot Width. No lot shall have a width of less than two hundred (200) feet.
 - c. Lot Depth. No lot shall have a depth of less than four hundred (400) feet.
3. Minimum Dwelling Size. The minimum floor area of any dwelling shall be twelve hundred (1200) square feet exclusive of garages, breezeways and porches.
4. Lot Coverage. In no case shall more than fifty (50) percent of the total area of the lot be covered by the combined area of the main buildings and secondary buildings.

F. Parking Regulations. Two (2) attached covered spaces behind the front yard line for single-family dwelling units. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 18](#).

SECTION 4: "RD" Ranch Density District

A. General Purpose and Description. This district is intended to apply to land situated on the fringe of an urban area and used for agricultural purposes, which may become an urban area in the future. Generally, the land in an "A" Agricultural District may be appropriate for development; therefore, the agricultural activities conducted in the "A" Agricultural District should not be detrimental to urban land uses. The types of uses and the area and intensity of use permitted in this district are intended to encourage and protect agricultural uses until urbanization is warranted and the appropriate change in district classification is made.

B. Permitted Uses. A building or premise shall be used only for the following purposes:

1. Single-family dwellings on building lots of two (2) acres or more in areas where said dwellings can be adequately served by city utilities or septic tanks located on the building lot.

2. All general and special agricultural, farming, ranching, stables, and related secondary buildings, stock and poultry raising, dairy, emu farming and other related uses so long as same do not cause a hazard to health by reason of unsanitary conditions, are not offensive by reason of odors, dust, fumes, noise, or vibrations, and are not otherwise detrimental to the public welfare.
3. Public buildings, including libraries, schools, churches, museums, and auditoriums, police and fire stations, parks and similar public uses or facilities.
4. Telephone exchange, provided no public business and no repair or outside storage facilities are maintained, gas lines and regulating stations, electrical lines, local utility lines.
5. Secondary buildings and structures clearly incidental to the above operations, including but not limited to barns, stables, equipment sheds, granaries, private garages, pump houses, and accessory dwelling units not for rent, provided that secondary buildings and structures shall be limited to fifteen (15) percent of the gross land area.
6. Temporary metal buildings less than six hundred (600) square feet which are used for tool and supply storage.
7. Greenhouse, green nursery and general gardening activities.
8. Riding academy or other equestrian-related activities.
9. Other uses as listed in [Article III, Section 3](#) of this ordinance.

The following specific uses shall be permitted in the "A" Agricultural District, when granted in accordance with [Article III, Section 2](#):

C. Uses as listed in [Article III, Section 2](#) of this ordinance.

D. Height Regulations. No building shall exceed thirty (30) feet in height.

E. Area Regulations.

LOT SIZE	STANDARDS
A Lot width (min.)	200'
B Lot depth (min.)	400'
Lot area (min.)	45,360 sq. ft.
COVERAGE	STANDARDS
C Lot coverage (max.)	50%
Dwelling Size (min.)	1,200 sq. ft.
Building Setbacks	
D Front Yard (min.)	50'
E Rear Yard (min.)	25'
F Side Yard (min.)	15% or 50'
SECONDARY BUILDINGS	STANDARDS
G Rear Yard (min.)	10'
Side Yard (min.)	15% or 50'
H Front Yard (min.)	60'

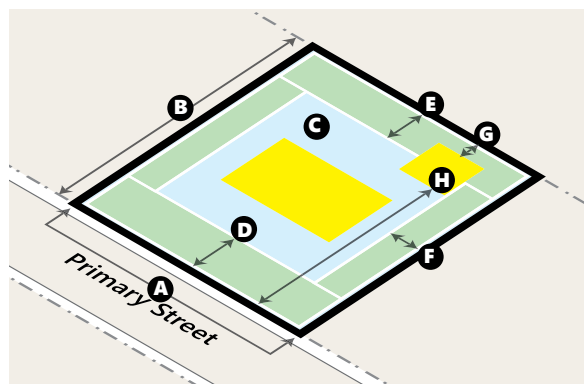


FIGURE 2. "RD" RANCH DENSITY AREA REGULATIONS

1. Size of Yards.
 - a. Front Yard. There shall be a front yard of not less than fifty (50) feet as measured from the front property line.
 - b. Side Yard. There shall be a side yard of not less than fifteen (15) percent of the width of the lot or fifty (50) feet, whichever is less.
 - c. Rear Yard. There shall be a rear yard of not less than twenty-five (25) feet for main structure and ten (10) feet for secondary buildings.
2. Size of Lot.
 - a. Lot Area. No lot shall have an area of less than forty-three thousand five hundred sixty (45,360) square feet.
 - b. Lot Width. No lot shall have a width of less than two hundred (200) feet.
 - c. Lot Depth. No lot shall have a depth of less than four hundred (400) feet.
3. Minimum Dwelling Size. The minimum floor area of any dwelling shall be twelve hundred (1200) square feet exclusive of garages, breezeways and porches.
4. Lot Coverage. In no case shall more than fifty (50) percent of the total area of the lot be covered by the combined area of the main buildings and secondary buildings.

F. Parking Regulations. Two (2) attached covered spaces behind the front yard line for single-family dwelling units. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 18](#).

SECTION 5: "MD" Medium Density Residential District

A. General Purpose and Description. This district is intended to accommodate the standard single-family residential development. This district is appropriate as a buffer between higher density residential uses and agricultural and/or estate type residential areas. This district is intended to replace previous zoning districts of SF-3 and SF-7.

B. Permitted Uses.

1. Uses permitted in the MD Medium Density Residential District are outlined in the chart in [Article III, Section 2.C](#).

C. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	65'
B	Lot depth (min.)	150'
	Lot area (min.)	7,000 sq. ft.
COVERAGE		STANDARDS
C	Lot coverage (max.)	40% (main bldg) 60% (all)
	Dwelling Size (min.)	Assigned at time of zoning
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	25'
F	Side Yard (min.)	8'
	Side Street (min.)	20'
SECONDARY BUILDINGS		STANDARDS
	Rear Yard (min.)	25'
G	Side Yard (min.)	25'
	Front Yard (min.)	25'

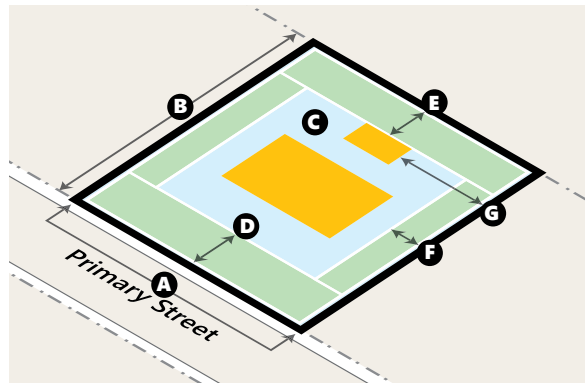


FIGURE 3. "MD" MEDIUM DENSITY AREA REGULATIONS

1. Size of Yards.

- Front Yard. There shall be a front yard having a minimum required depth of twenty-five (25) feet as measured from the front property line.
- Side Yard. There shall be a side yard on each side of the lot having a width of not less than eight (8) feet. The minimum side yard depth on a corner lot adjacent to a street shall be twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').
- Rear Yard. There shall be a rear yard having a minimum required depth of twenty-five (25) feet.

2. Size of Lot.

- Lot Area. No lot shall have an area of less than seven thousand (7,000) square feet.
- Lot Width. No lot shall have a width of less than sixty-five (65) feet.
- Lot Depth. No lot shall have a depth of less than one hundred fifty (150) feet.

3. Minimum Dwelling Size. One of the categories below will be assigned at the time of zoning. The minimum dwelling size will be concurrent with the letter attached to the zoning as follows:

- Two thousand four hundred (2,400) square feet
- Two thousand (2,000) square feet

- c. One thousand eight hundred (1,800) square feet
 - d. One thousand six hundred (1,600) square feet
 - e. One thousand five hundred (1,500) square feet
 - f. One thousand three hundred and fifty (1,350) square feet
 - g. One thousand two hundred (1,200) square feet
 - h. One thousand (1,000) square feet
4. Maximum Lot Coverage.
- a. Forty percent (40%) by the main building;
 - b. Sixty percent (60%) by the main building, secondary buildings, driveways and parking; and any other concrete work, flat work, etc.
5. Parking Regulations. Two (2) attached covered spaces behind the front yard line for single-family dwelling units. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 18.](#)

SECTION 6: “TR” Town Residential District

A. General Purpose and Description. This district is intended to accommodate smaller lots and homes, typically found near urban cores designated as Downtown Districts. This district is intended to replace the previous zoning districts of SF-8, SF-9, and SF-10.

B. Permitted Uses.

1. Uses permitted in the TR Town Residential District are outlined in the chart in [Article III, Section 2.C.](#)

C. Area Regulations.

LOT SIZE	STANDARDS
A Lot width (min.)	50'
B Lot depth (min.)	90'
Lot area (min.)	5,000 sq. ft.
COVERAGE	STANDARDS
Dwelling Size (min.)	Assigned at time of zoning
Building Setbacks	
C Front Yard (min.)	20'
D Rear Yard (min.)	15'
E Side Yard (min.)	6'
Side Street (min.)	10'
SECONDARY BUILDINGS	STANDARDS
Rear Yard (min.)	15'
F Side Yard (min.)	20'
G Front Yard (min.)	20'

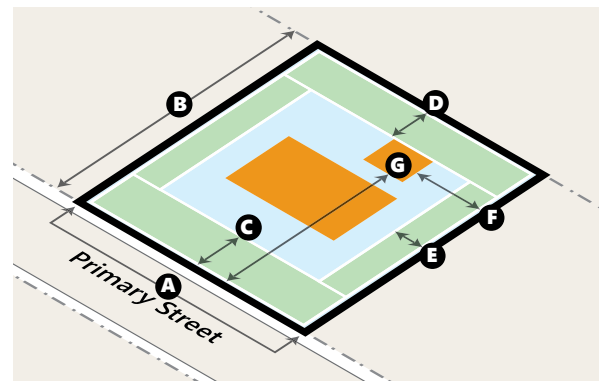


FIGURE 4. “TR” TOWN RESIDENTIAL AREA REGULATIONS

1. Size of Yards.
 - a. Front Yard. There shall be a front yard having a minimum required depth of twenty (20) feet as measured from the front property line.
 - b. Side Yard. There shall be a side yard on each side of the lot having a width of not less than six (6) feet. The minimum side yard depth on a corner lot adjacent to a side street shall be ten (10) feet. No side yard for allowable nonresidential uses shall be less than twenty (20') feet.
 - c. Rear Yard. There shall be a rear yard having a minimum required depth of fifteen (15) feet.
2. Size of Lot.
 - a. Lot Area. No lot shall have an area of less than five thousand (5,000) square feet.
 - b. Lot Width. No lot shall have a width of less than fifty (50) feet.
 - c. Lot Depth. No lot shall have a depth of less than ninety (90) feet.
3. Minimum Dwelling Size. One of the categories below will be assigned at the time of zoning. The minimum dwelling size will be concurrent with the letter attached to the zoning as follows, between one thousand (1,000) and one thousand two hundred (1,200) sf.

SECTION 7: "2F" Two-Family (Duplex) Residential District

A. General Purpose and Description. This district is intended to accommodate the two-family (duplex) residential development.

B. Permitted Uses.

1. Uses permitted in the 2F Two-Family (Duplex) Residential District are outlined in the chart in [Article III, Section 2.C.](#)

C. Height Regulations.

1. No building shall exceed thirty (30) feet in height. Secondary buildings shall not exceed fifteen (15) feet in height.

D. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	65'
B	Lot depth (min.)	100'
	Lot area (min.)	6,500 sq. ft.
COVERAGE		STANDARDS
C	Lot coverage (max.)	40% (main bldg) 60% (all)
	Dwelling Size (min.)	900 sq. ft.
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	25'
F	Side Yard (min.)	8'
	Side Street (min.)	20'
SECONDARY BUILDINGS		STANDARDS
G	Rear Yard (min.)	10'
H	Side Yard (min.)	25'
	Front Yard (min.)	25'

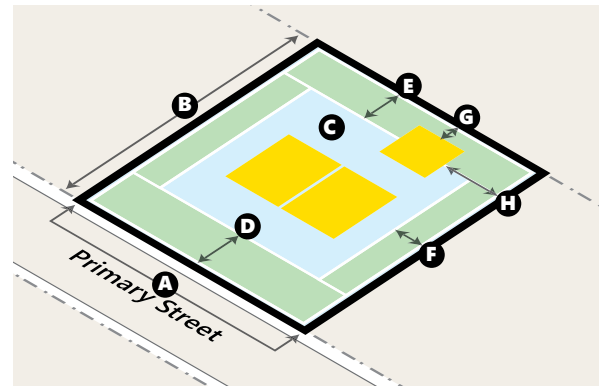


FIGURE 5. "2F" TWO-FAMILY (DUPLEX) RESIDENTIAL AREA REGULATIONS

1. Size of Yards.

- Front Yard. There shall be a front yard having a minimum required depth of not less than twenty-five (25) feet as measured from the front property line.
- Side Yard. There shall be a side yard on each side of the lot having a width of not less than eight (8) feet. The minimum side yard depth on a corner lot adjacent to a street shall be twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet.
- Rear Yard. There shall be a rear yard having a minimum required depth of not less than twenty-five (25) feet. The minimum rear yard for secondary buildings shall not be less than ten (10) feet.

2. Size of Lots.

- Lot Area. No lot shall have an area of less than six-thousand five hundred (6,500) square feet.
- Lot Width. The width of the lot shall be determined by the construction width of individual dwelling units or dwelling units considering side yards as required above, but in no case shall the width be less than sixty-five (65) feet.
- Lot Depth. No lot shall have a depth of less than one hundred (100) feet.

3. Minimum Dwelling Size. Each dwelling unit shall be a minimum of nine hundred (900) square feet, exclusive of garages, porches, and breezeways.

4. Maximum Lot Coverage.

- a. Forty percent (40%) by the main building;
- b. Sixty percent (60%) by the main building, secondary buildings, driveways and parking; and any other concrete work, flat work, etc.

E. Parking Regulations.

- 1. Two (2) attached covered spaces per unit shall be provided behind the front yard line.
- 2. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 18](#).

SECTION 8: "MFR" Multi-Family Residential District

A. General Purpose and Description. This district is intended to provide for dwellings that are multi-family in nature, including those within the previous zoning districts of MF-1 (Multi-Family Residential 1), and MF-2 (Multi-Family Residential 2). Typical developments are apartments, condominiums and duplexes that are adjacent to major streets and serve as buffer between retail/commercial development and TR – Town Residential, MD – Medium Density Residential, and RD – Ranch Residential.

B. Use Regulations. A building or premises in the MFR district shall be used only for the following purposes:

- 1. Multi-family dwelling (apartment building).
- 2. Two Family Dwellings (duplex).
- 3. Other uses as listed in [Article III, Section 2](#) of this ordinance.

C. Specific Uses. The following specific uses shall be permitted in an MFR district, when granted in accordance with [Article III, Section 18](#):

- 1. Uses listed in [Article III, Section 2.C](#) of this ordinance.

D. Height Regulations. No building shall exceed forty-five (45) feet.

E. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	80'
B	Lot depth (min.)	150'
	Lot area (min. per dwelling unit)	2,250 sq. ft. (not to exceed 20 units per gross acre)
COVERAGE		STANDARDS
C	Lot coverage (max.)	40%
	Dwelling Size (min.)	Efficiency - 550 sq. ft. 1 BR - 650 sq. ft. 2 BR - 800 sq. ft. 3 BR - 950 sq. ft.
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	15'
F	Side Yard (min.)	10' or 60' for buildings in excess of one (1) story in height when adjacent to a district zoned for single-family use
	Side Street (min.)	20'
SECONDARY BUILDINGS		STANDARDS
	Rear Yard (min.)	15'
G	Side Yard (min.)	25'
H	Front Yard (min.)	60'

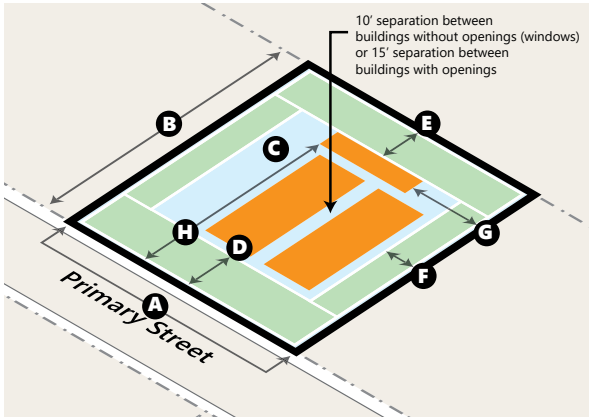


FIGURE 6. "MFR" MULTI-FAMILY RESIDENTIAL AREA REGULATIONS

1. Size of Yards.

- Front Yard. There shall be a front yard having a required depth of not less than twenty-five (25) feet as measured from the front property line. Secondary buildings shall be located not less than sixty (60) feet from the front property line.
- Side Yard. There shall be a side yard on each side of the lot having a width of not less than ten (10) feet. There shall be ten (10) feet separation between buildings without openings (windows) and fifteen (15) feet between buildings with openings. The minimum side yard depth on a lot adjacent to a side street shall be twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet. If a side yard is adjacent to a single-family zoning district then subsection "d" shall apply.
- Rear Yard. There shall be a rear yard having a minimum required depth of twenty (20) feet.

- d. There shall be a total of sixty (60) feet setback from the adjacent building line for buildings in excess of one (1) story in height when an MFR district is adjacent to a district zoned for single-family use.

2. Size of Lot.

- a. Lot Area. Front lot shall have a minimum two thousand two hundred fifty (2,250) square feet per dwelling unit, not to exceed twenty (20) units per gross acre.
- b. Lot Width. No lot shall have a width of less than eighty (80) feet as measured along the front building line.
- c. Lot Depth. The average depth of the lot shall not be less than one hundred fifty (150) feet.

3. Minimum Dwelling Size: The minimum living area for multi-family dwelling units shall be as follows:

- a. Efficiency units shall be a minimum of five hundred fifty (550) square feet.
- b. One (1) bedroom units shall be a minimum of six hundred fifty (650) square feet.
- c. Two (2) bedroom units shall be a minimum of eight hundred (800) square feet.
- d. Three (3) bedroom units shall be a minimum of nine hundred fifty (950) square feet.

4. Lot Coverage. In no case shall more than forty percent (40%) of the total lot area be covered by the combined area of the main buildings and secondary buildings.

F. Parking Regulations.

- 1. Required parking may not be provided within the required front yard.
- 2. Off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article I, Section 6.](#)

G. Refuse Facilities. Every dwelling unit shall be located within two hundred fifty (250) feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least six (6) cubic yards of refuse container per thirty (30) multi-family dwelling units. For complexes with less than thirty (30) units, no less than four (4) cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by an opaque fence or wall of wood or masonry not less than six (6) feet nor more than eight (8) feet in height or by

an enclosure within a building. The side used for refuse pickup service access shall be screened by an opaque gate. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.

- H. Border fencing of wood or masonry of not less than six (6) feet in height shall be installed by the builder at the time of construction of any multi-family complex, along the property line on any perimeter not abutting a public street or right-of-way. This fence shall be maintained throughout the existence of the multi-family unit by the owner of the unit.
- I. Each story in any multistory design, regardless of density, shall be provided with two (2) paths of entry and exit with each providing separate access to places of safety in the event of fire or other emergency.

SECTION 9: “USF” Urban Single-Family Residential District

A. General Purpose and Description. This district is intended to accommodate the existing properties in the downtown area as defined in [Article III, Section 21](#).

B. Permitted Uses.

- 1. Uses permitted in the USF District are outlined in the chart in [Article III, Section 2.C](#).

C. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	60'
B	Lot depth (min.)	100'
	Lot area (min.)	6,000 sq. ft.
COVERAGE		STANDARDS
C	Lot coverage (max.)	40% (main bldg) 60% (all)
	Dwelling Size (min.)	1,200 sq. ft.
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	20'
F	Side Yard (min.)	8'
	Side Street (min.)	20'
SECONDARY BUILDINGS		STANDARDS
	Rear Yard (min.)	20'
G	Side Yard (min.)	25'
	Front Yard (min.)	25'

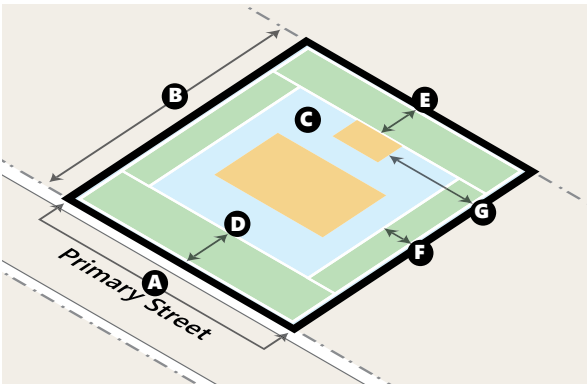


FIGURE 7. “USF” URBAN SINGLE-FAMILY RESIDENTIAL AREA REGULATIONS

1. Size of Yards.
 - a. Front Yard. There shall be a front yard having a minimum required depth of Twenty-five (25) feet as measured from the front property line.
 - b. Side Yard. There shall be a side yard on each side of the lot having a width of not less than eight (8) feet. The minimum side yard depth on a corner lot adjacent to a side street shall be twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').
 - c. Rear Yard. There shall be a rear yard having a minimum required depth of twenty (20).
2. Size of Lot.
 - a. Lot Area. No lot shall have an area of less than six thousand (6000) square feet.
 - b. Lot Width. No lot shall have a width of less than sixty (60) feet.
 - c. Lot Depth. No lot shall have a depth of less than one hundred (100) feet.
3. Minimum Dwelling Size. One thousand (1200) square feet.
4. Maximum Lot Coverage. Forty percent (40%) by the main building; sixty percent (60%) by the main building, secondary buildings, driveways and parking; and any other concrete work, flat work, etc.

SECTION 10: "MHP" Manufactured Home Park District

A. General Purpose and Description. The "MHP" Manufactured Home Park Zoning District is intended to provide for quality manufactured home park development and maintenance. Manufactured home parks are defined as tracts or units of land under sole ownership where lots are rented or leased as space to be used for placement of a manufactured home.

B. Use Regulations. A building or lot shall be used only for the following purposes:

1. Manufactured Home Park.
 - a. Uses normally secondary to a manufactured home park, including office and/or maintenance buildings for management and maintenance of the manufactured home park only, recreation buildings and swimming pools, private clubs, laundry facilities, storage facilities and recreation areas for use by the resident of the manufactured home park.
 - b. Other uses as listed in [Article III, Section 2.C.](#) of this ordinance.

2. Specific Uses. The following specific uses shall be permitted in the MHP District when granted in accordance with [Article III, Section 18](#):
- a. Boat and recreational vehicle and travel trailer storage yard.
 - b. Other uses as listed in [Article III, Section 2.C.](#) of this ordinance.

C. Height Regulations. Thirty (30) feet maximum.

D. Area Regulations.

LOT SIZE		STANDARDS
A	Lot width (min.)	50'
B	Lot depth (min.)	110'
	Lot area (min.)	5,500 sq. ft. per unit
COVERAGE		STANDARDS
C	Lot coverage (max.)	40%
	Dwelling Size (min.)	840 sq. ft.
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	25'
F	Side Yard (min.)	10' from lot line
G		30' between manufactured homes
		20' from district line
	Side Street (min.)	20'
SECONDARY BUILDINGS		STANDARDS
H	Rear Yard (min.)	10'
	Side Yard (min.)	same as above
	Front Yard (min.)	25'

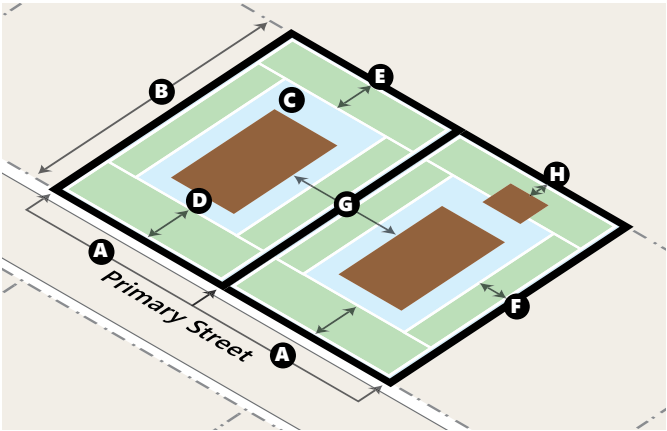


FIGURE 8. “MHP” MANUFACTURED HOME PARK AREA REGULATIONS

1. Size of Yards.
- a. Front Yard. There shall be a front yard having a minimum required depth of twenty-five (25) feet from a dedicated street or private street or drive.
 - b. Side Yard. There shall be a side yard on each side of the lot having a width of not less than ten (10) feet minimum, not less than thirty (30) feet between manufactured homes, not less than twenty (20) feet from district line, and not less than twenty (20) feet when adjacent to public or private street or drive.
 - c. Rear Yard. There shall be a rear yard having a minimum required depth of twenty-five (25) feet. The rear yard for secondary buildings shall be no less than ten (10) feet.
2. Size of Lot.
- a. Lot Area. No lot shall have an area of less than five thousand five hundred (5500) square feet per unit.

- b. Lot Width. No lot shall have a width of less than fifty (50) feet.
- c. Lot Depth. No lot shall have a depth of less than one hundred ten (110) feet.

3. Minimum Dwelling Size. Eight hundred forty (840) square feet.

4. Lot Coverage. Forty (40) percent.

E. Parking Requirements. Two (2) spaces shall be provided per unit located on the lot plus additional spaces for secondary uses as required in [Article I, Section 6](#).

F. Additional Restrictions Applicable to MHP District:

1. Manufactured housing design and construction will comply with construction and safety standards published by the Department of Housing and Urban Development pursuant to the requirements of the National Mobile Home and Safety Standards Act of 1974 and all manufactured homes will be subject to inspection by the Building Official.
2. All manufactured homes shall be set on solid slab structure and/or 18" to 20" runners. Additional rooms and enclosed porches shall be constructed on a solid slab.
3. Tie-downs will be required and will be secured prior to occupancy.
4. Underpinning and skirting will be required and will be installed prior to occupancy.
5. Secondary buildings will be either manufactured or constructed in accordance with city codes.
6. All manufactured homes and modular homes shall comply with all regulations of the State of Texas and such regulations are hereby incorporated into this section.

SECTION 11: "NC" Neighborhood Commercial District

A. General Purpose and Description. The "NC" Neighborhood Commercial District is intended for office facilities, neighborhood shopping facilities and retail and commercial facilities of a service character. The NC District is established to accommodate the daily and frequent needs of the community.

B. Use Regulations. A building or premise shall be used only for the following purposes:

1. Banks or savings and loans containing no more than 10,000 square feet of floor space.
2. Clinic, medical or dental containing no more than 10,000 square feet of floor space.

3. Food store with floor space not greater than twenty thousand (20,000) square feet.
4. Furniture and appliance retail sales containing no more than 20,000 square feet of floor space.
5. Laboratory, medical or dental containing no more than 10,000 square feet of floor space.
6. Lithographic or print shop, retail only.
7. Tool rental (inside only).
8. Other general retail sales of similar nature and character provided that the business establishment is subject to the following conditions, which shall be applicable to all uses in the district:
 - a. The business shall be conducted wholly within an enclosed building;
 - b. Required yards shall not be used for display, sale or storage of merchandise or for the storage of vehicles, equipment, containers or waste material;
 - c. All merchandise shall be sold at retail on the premises; and
 - d. Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance.
9. Other uses as listed in this ordinance.
10. The following specific uses shall be permitted in the NC District, when granted in accordance with [Article III, Section 2.C:](#)
 - a. Gasoline service station.
 - b. Farmer's Market conducted within an enclosed building or unenclosed structure in accordance with Chapter 15 of the Sanger Code of Ordinances.
 - i. Site Plan Required. A site plan is required to be submitted with any application for a Specific Use Permit (SUP) in accordance with [Article III, Section 18](#) of this ordinance.
 - c. Vape Shop or Smoke Shop.
 - i. Distance Requirements. In addition to all other requirements for a Specific Use Permit as set forth in [Article III, Section 18](#) of this ordinance, no Vape Shop or Smoke Shop shall be located:
 - (a) Within 1,000 feet of any public or private primary or secondary

school or licensed daycare facility.

(b) Within 1,000 feet of any church, public or private hospital, public park, or public community center.

(c) Within 1,500 feet of any single-family or multi-family residential zoning district.

(d) Within 1,500 feet of any other existing vape or smoke shop.

v. Measurement of Distances. All distances specified in subsection c.i above shall be measured in a direct line, without regard to intervening structures or objects, from the closest property line of the proposed Vape Shop or Smoke Shop to the closest property line of the respective use or other Vape Shop or Smoke Shop.

d. Other uses as listed in [Article III, Section 18](#) of this ordinance.

C. Height Regulations. No building shall exceed one hundred (100) feet in height, except cooling towers, roof gables, chimneys, vent stacks or mechanical equipment rooms, which may project not more than twelve (12) feet beyond maximum building height.

D. Area Regulations.

LOT SIZE	STANDARDS
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min.)	none
COVERAGE	STANDARDS
Lot coverage (max.)	40%
Building Setbacks	
Front Yard (min.)	25'
Rear Yard (min.)	20'
Side Yard (min.)	10' or 20' when adjacent to a residential district property
Side Street (min.)	25'
SECONDARY BUILDINGS	STANDARDS
Rear Yard (min.)	20'
Side Yard (min.)	25'
Front Yard (min.)	60'

1. Size of Yards.

a. Front Yard. There shall be a front yard having a minimum required depth of twenty-five (25) feet as measured from the front property line. Secondary uses must be set back a minimum (60) feet.

b. Side Yard. There shall be side yard on each side of the lot having a width

of not less than ten (10) feet. The minimum side yard depth on a lot adjacent to a street shall be twenty-five (25) feet. The minimum side yard depth on a lot adjacent to a residential district property line shall be twenty (20) feet.

- c. Rear Yard. There shall be a rear yard having a minimum required depth of twenty (20) feet for any building or structure. If an alley is not required, a masonry or wood wall of a minimum height of six (6) feet shall be constructed adjacent to the rear property line to provide a barrier between different uses.
- d. Special Side or Rear Yard Requirement. When a nonresidential zoned lot or tract abuts upon a zoning district boundary line dividing the lot or tract from a residentially zoned lot or tract, a minimum side yard of twenty (20) feet shall be provided on the nonresidential property. A masonry or wood wall having a minimum height of six (6) feet above the average grade of the residential property shall be constructed on the non-residential property adjacent to the common side (or rear) property line.

2. Size of Lot.

- a. Minimum Lot Area: None.
- b. Minimum Lot Width: None.
- c. Minimum Lot Depth: None.

- 3. Lot Coverage**. No more than forty percent (40%) of the lot area shall be covered by buildings.

E. Parking Regulations. Off-street parking and loading shall be provided as set forth in [Article 1, Section 6](#).

SECTION 12: "RC" Regional Commercial District

A. General Purpose and Description. The "RC" Regional Commercial district is intended to provide a zoning category similar to the "B-2" District, except that additional uses are permitted which are not generally carried on completely within a building or structure, and an expanded range of service and repair uses is permitted.

B. Use Regulations. A building or premise shall be used only for the following purposes:

- 1. Any use permitted in the "NC" Business District.

2. Building materials sales (no outside storage of lumber, materials or equipment).
 3. Lithographic or print shop, retail only.
 4. Newspaper or commercial printing.
 5. Other uses as listed in [Article III, Section 2](#) of this ordinance.
 6. The following specific uses shall be permitted in a RC District, when granted in accordance with [Article III, Section 18](#):
 - a. Specific uses as listed in [Article III, Section 2](#) of this ordinance.
 - b. Permit Required. A farmer's market permit is required for the use of a Farmer's Market in a RC District in accordance with Chapter 15 of the Sanger Code of Ordinances.
 - i. se Permit (SUP) in accordance with [Article III, Section 18](#) of this ordinance.
 - c. Vape Shop or Smoke Shop.
 - i. Distance Requirements. In addition to all other requirements for a Specific Use Permit as set forth in [Article III, Section 18](#) of this ordinance, no Vape Shop or Smoke Shop shall be located:
 - (a) Within 1,000 feet of any public or private primary or secondary school or licensed daycare facility.
 - (b) Within 1,000 feet of any church, public or private hospital, public park, or public community center.
 - (c) Within 1,500 feet of any single-family or multi-family residential zoning district.
 - (d) Within 1,500 feet of any other existing vape or smoke shop.
 - v. Measurement of Distances. All distances specified in subsection c.i above shall be measured in a direct line, without regard to intervening structures or objects, from the closest property line of the proposed Vape Shop or Smoke Shop to the closest property line of the respective use or other Vape Shop or Smoke Shop.
- C. Height Regulations.** No building shall exceed one hundred (100) feet in height, except cooling towers, vent stacks or mechanical equipment rooms may project not more than twelve (12) feet beyond maximum building height.

D. Area Regulations.

LOT SIZE	STANDARDS
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min.)	none
COVERAGE	STANDARDS
Lot coverage (max.)	50%
Building Setbacks	
Front Yard (min.)	20'
Rear Yard (min.)	20'
Side Yard (min.)	10' or 20' when adjacent to a residential district property
Side Street (min.)	25'
SECONDARY BUILDINGS	STANDARDS
Rear Yard (min.)	20'
Side Yard (min.)	25'
Front Yard (min.)	60'

1. Size of Yards.

- a. Front Yard. There shall be a front yard having a minimum required depth of twenty (20) feet. Secondary uses must be set back a minimum of sixty (60) feet.
- b. Side Yard. There shall be a side yard on each side of the lot having a width of not less than ten (10) feet. The minimum side yard depth on a lot adjacent to a street shall be twenty-five (25) feet.
- c. Rear Yard. There shall be a rear yard having a minimum required depth of twenty (20) feet for any building or structure. When an alley is not required, a solid masonry or wood wall of a minimum height of six (6) feet shall be constructed adjacent to the rear property line to provide a barrier between different uses.
- d. Special Side or Rear Yard Requirement. When a non-residentially zoned lot or tract abuts upon a zoning district boundary line dividing the lot or tract from a residentially zoned lot or tract, a minimum side yard of twenty (20) feet shall be provided for on the nonresidential property. A solid masonry or wood wall having a minimum height of six (6) feet above the average grade of the residential property shall be constructed adjacent to the common side (or rear) property line.

2. Size of Lot.

- a. Minimum Lot Area: None
- b. Minimum Lot Width: None
- c. Minimum Lot Depth: None

3. Lot Coverage. In no case shall more than fifty percent (50%) of the lot area be covered by buildings.

E. Parking Requirements. Off-street parking requirements shall be provided in accordance with [Article 1, Section 6](#).

SECTION 13: "UR" Urban Retail District

A. General Purpose and Description. The "UR" Urban Retail district is intended to provide a zoning category to meet the special needs and interests of the historically central commercial area of the community. A variety of commercial uses are permitted although all permitted activities are conducted within a building or structure.

B. Use Regulations. A building or premises shall be used only for the following purposes:

1. Uses permitted in the NC district.
2. Other uses as listed in [Article III, Section 2.C](#). of this ordinance.
 - a. Permit Required. A farmer's market permit is required for the use of a Farmer's Market in a UR District in accordance with Chapter 15 of the Sanger Code of Ordinances.

C. Height Regulations. No building shall exceed thirty-five (35) feet in height, except cooling towers, vent stacks or mechanical equipment rooms may project not more than twelve (12) feet beyond maximum building height.

D. Area Regulations.

LOT SIZE	STANDARDS
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min.)	none
COVERAGE	STANDARDS
Lot coverage (max.)	100%
Building Setbacks	
Front Yard (min.)	none
Rear Yard (min.)	none except 10' when adjacent to a residential district
Side Yard (min.)	none except 10' when adjacent to a residential district
Side Street (min.)	15'

1. Size of Yards.
 - a. Front Yard. None required.
 - b. Side Yard. None required, except where a UR district abuts a residential district in which case there shall be a minimum side yard depth of ten (10) feet. The minimum side yard depth on a lot adjacent to a side street shall be fifteen (15) feet.

- c. Rear Yard. None required, except where a UR district abuts a residential district (whether separated by an alley or not) in which case a minimum rear yard of ten (10) feet shall be provided.
 - 2. Size of Lot.
 - a. Minimum Lot Size: None.
 - b. Minimum Lot Width: None.
 - c. Minimum Lot Depth: None.
 - 3. Lot Coverage. The maximum lot coverage by buildings shall be one hundred (100) percent of the lot area.
- E. Parking Requirements.** Off-street parking and loading shall be provided as set forth in [Article I, Section 6](#), with the first twenty (20) required off-street parking spaces being subtracted from the total number required.
- 1. Parking Regulations. Required off-street parking shall be provided in accordance with the specific uses set forth in [Article I, Section 6](#).

SECTION 14: "I" Industrial District

- A. General Purpose and Description.** The I Industrial District is established to accommodate those uses in the conduct of light manufacturing, assembling and fabrication, and for warehousing, wholesaling and service operations that do not depend on frequent customer or client visits, and to preserve and protect lands designated on the comprehensive plan for industrial development and use from the intrusion of certain incompatible uses which might impede the development and use of lands for industrial purpose.
- B. Use Regulations.** Uses permitted in the "I" Industrial District are subject to the following conditions: (a) All business, servicing, or processing, except for off-street parking, off-street loading, display of merchandise for sale to the public, and establishments of the "drive-in" type, shall be conducted within completely enclosed areas.
- 1. All storage within one hundred feet (100') of a residence district, except for motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened with screening not less than six feet (6') nor more than eight feet (8') in height, provided no storage located within fifty feet (50) of such screening shall exceed the maximum height of such screening.
 - 2. Compliance with State and Federal Law: No uses shall be allowed which are prohibited by state law or which operate in excess of state or federal environment or pollutions standards as permitted by the U.S. Environmental Protection Agency, Texas Air Control Board, Texas State Department of Health, or the Texas Water Commission, as the case.

3. High Risk or Hazardous Uses:

- a. The uses listed in subsection C below are permitted in the Industrial District, provided that such use shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located and which produces no noise exceeding average intensity of street traffic at that point as measured by a sound level meter that is maintained in good working order, calibrated prior to and following any noise investigation, and meets the standards of ANSI with Type 2 or greater precision and provided that such use does not create hazards on the surrounding property.
- b. A "high risk or hazardous industrial use" is permitted by specific use permit only. In this section, "high risk or hazardous industrial use" means any industrial use whose operation, in the opinion of the Fire Chief, involves a much higher than average risk to public health and safety. These uses include but are not limited to facilities where significant amounts of radiation, radioactive materials, highly toxic chemicals or substances, or highly combustible or explosive materials are present, used, produced, stored, or disposed of.

C. Permitted Uses. Permitted uses in the "I" Industrial District include the following:

1. Advertising products, such as signs and billboards (manufacturing of).
2. Ambulance, bus, train, and taxi stations, truck yards;
3. Awnings, Venetian blinds, and window shades (manufacturing of);
4. Bakery, candy, dairy and other food products, but not including fish and meat products, sauerkraut, vinegar, yeast, alcohol or alcoholic beverages;
5. Building materials yard, contractor's yard, lumberyard;
6. Cameras and other photographic equipment (manufacturing of);
7. Ceramic products, such as pottery, figurines, and small glazed tiles;
8. Ice plants, cold storage plants;
9. Jewelry;
10. Machine shops and fabrication of metal not more than ten (10) gauge in thickness;
11. Medical, dental, and optical supplies (manufacturing of);
12. Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons, and kitchen utensils;
13. Milk and ice cream processing.
14. Manufactured home sales.
15. Musical instruments;

- 16.** Orthopedic and medical appliances, such as artificial limbs, braces, supports, and stretchers;
- 17.** Repair of farm, household, office machinery or equipment;
- 18.** Scientific and precision instruments (manufacturing of);
- 19.** Sheet metal shops;
- 20.** Public utility and public service uses as follows:
 - a.** Bus stations, bus terminals, bus turnaround (off-street), bus garages, and bus lots;
 - b.** Electric substations;
 - c.** Radio and television towers;
 - d.** Railroad passenger station
 - e.** Telephone exchanges, microwave relay towers, telephone transmission equipment buildings and service yards;
 - f.** Privately owned water pumping stations and water reservoirs;
- 21.** Radar installations and towers;
- 22.** Radio and television studios and stations;
- 23.** Schools, trade.
- 24.** Storage and warehousing establishments.
- 25.** Storage yards, but not including junkyards;
- 26.** Swimming pool (manufacturing of).
- 27.** Trailer sales and rental, for use with private passenger motor vehicles;
- 28.** Warehousing completely within an enclosed building;
- 29.** Weighing stations;
- 30.** Wholesaling establishments;
- 31.** Secondary uses, including but not limited to temporary buildings for construction purpose for a period not to exceed the duration of such construction;
- 32.** Other wholesale, light manufacturing, construction or service uses which are similar in character to those enumerated in this subsection, and which will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public welfare, and will not impair the use, enjoyment, or value of any property;
- 33.** Factory outlet retail or wholesale store for the sales and servicing of goods or materials on the same premises as the manufacturing company to which they are related, including sales and service in a separate building or buildings;
- 34.** Other uses as listed in [Article III, Section 2](#) of this ordinance.

D. Specific Use. The following specific uses shall be permitted in the "I" Industrial District when granted in accordance with [Article III, Section 18](#):

1. Automobile, airplane and other similar assembling;
2. Boat-building of small craft and other similar assembling;
3. Bottling or distribution plants, milk or soft drinks;
4. Cartage establishments;
5. Cosmetic and toiletries, drugs, perfumes, and perfumed soaps, and pharmaceutical products (manufacturing of);
6. Electrical applicants, such as lighting fixtures, irons, fans, and toasters (manufacturing of);
7. Electrical equipment assembly, such as home radio and television receivers and home-movie equipment, but not including electrical machinery;
8. Electrical supplies manufacturing and assembly, such as wire and cable assembly, switches, lamps, insulation and dry-cell batteries;
9. Electronic instruments (manufacturing of);
10. Feed mixing and grinding plants;
11. Foundry or metal fabrication;
12. Furniture refinishing using a manufacturing or chemical dipping process;
13. Insecticide and pesticide products, packaging only;
14. Meat product processing;
15. Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust proofing, and heat treatment;
16. Monument works;
17. Motor freight terminal;
18. Photo finishing associated with a manufacturing process;
19. Railroad freight terminals, railroad switching and classification yards, repair shops, and roundhouses;
20. Shell egg business, candling, cartoning, and distributing;
21. Silverware, plate and sterling (manufacturing of);
22. Tire manufacture;
23. Gas regulator stations, mixing stations and gate stations;
24. All other facilities for the manufacturing, fabrication, processing or assembly of products, provided that such facilities meet the compliance regulations in subsection B.2 above;
25. Concrete products casting, mixing and products manufacture;
26. Other manufacturing and industrial uses which do not meet the general definition for manufacturing processes permitted by the City Council after public hearing and review of the particular operational characteristics of each such use, and other pertinent data affecting the community's general welfare.

- 27. Stadiums, auditoriums, and arenas.
- 28. Other uses as listed in [Article III, Section 2](#) of this ordinance.

E. Height Regulations. Maximum height of two hundred feet for radio communications towers, and one hundred (100) feet for all other structures.

F. Area Regulations.

LOT SIZE	STANDARDS
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min.)	none
COVERAGE	STANDARDS
Lot coverage (max.)	50%
Building Setbacks	
Front Yard (min.)	20'
Rear Yard (min.)	20' except 50' when adjacent to a residential district
Side Yard (min.)	10' except 20' when adjacent to a residential district
Side Street (min.)	20'

1. Size of Yards.

- a. Front Yard. There shall be a front yard having a minimum required depth of twenty (20) feet.
- b. Side Yard. There shall be a side yard on each side of the lot having a width of not less than ten (10) feet. The minimum side yard depth on a corner lot adjacent to a street shall be twenty (20) feet. When the industrial district is adjacent to any residential district, a minimum side yard of twenty (20) feet shall be observed and a six (6) foot solid masonry or wood wall shall be constructed on the non-residential property adjacent to the residential district's property line.
- c. Rear Yards. There shall be a rear yard having a minimum required depth of twenty (20) feet, unless adjacent to a residential district, in which case a fifty (50) foot rear setback shall be observed.

2. Size of Lot.

- a. Minimum Lot Area: None.
- b. Minimum Lot Width: None.
- c. Minimum Lot Depth: None.

- 3. Lot Coverage. In no case shall more than fifty (50%) percent of the lot area be covered by the aggregate area of all buildings constructed on the lot.

G. Parking Regulations. Required off-street parking shall be provided in accordance with the specific uses set forth in [Article I, Section 6](#).

SECTION 15: "PD" Planned Development District

A. General Purpose and Description. The Planned Development District "PD" prefix is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this ordinance is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A "PD" District may be used to permit new and innovative concepts in land utilization.

While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to ensure against misuse of the increased flexibility.

B. Permitted Uses. Any use specified in the ordinance granting a Planned Development district shall be permitted in that district. The size, location, appearance and method of operation may be specified to the extent necessary to ensure compliance with the purpose of this ordinance.

C. Development Standards.

1. Development standards for each separate PD District shall be set forth in the ordinance granting the PD District and may include but shall not be limited to: uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, secondary buildings, signs, lighting, management associations, and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.
2. In the PD District, the particular districts to which uses specified in the PD are most similar shall be stated in the granting ordinance. All PD applications shall list all requested variances from the standard requirements set forth throughout this ordinance (applications without this list will be considered incomplete).
3. The ordinance granting a PD District shall include a statement as to the purpose and intent of the PD granted wherein. A specific list is required of variances in each district or districts and a general statement for citing the reason for the PD request.
4. The Planned Development district shall conform to all other sections of the ordinance unless specifically exempted in the granting ordinance.
5. The minimum acreage for a planned development district shall be twenty-five (25) contiguous acres for low-density developments, and fifteen (15) contiguous acres for medium-density developments.

- D.** In establishing a Planned Development district in accordance with this section, the City Council shall approve and file as part of the amending ordinance appropriate plans and standards for each Planned Development District. During the review and public hearing process, the Planning and Zoning Commission and City Council shall require a conceptual plan and a development or detail site plan.
- 1.** Conceptual Plan. This plan shall be submitted by the applicant. The plan shall show the applicant's intent for the use of the land within the proposed planned development district in a graphic manner and shall be supported by written documentation of proposals and standards for development.
 - a.** A conceptual plan for residential land use shall show general use, thoroughfares and preliminary lotting arrangements. For residential development which does not propose platted lots, the conceptual plan shall set forth the size, type and location of buildings and building sites, access, density, building height, fire lanes, screening, parking areas, landscaped areas and other pertinent development data.
 - b.** A conceptual plan for uses other than residential uses shall set forth the land use proposals in a manner to adequately illustrate the type and nature of the proposed development. Data which may be submitted by the applicant, or required by the Planning and Zoning Commission or City Council, may include but is not limited to the types of use(s), topography and boundary of PD area, physical features of the site, existing streets, alleys and easements, location of future public facilities, building height and location, parking ratios and other information to adequately describe the proposed development and to provide data for approval which is to be used in drafting the final development plan.
 - c.** Changes of detail which do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted or increase the density, building height or coverage of the site and which do not decrease the off-street parking ratio, reduce the yards provided at the boundary of the site, or significantly alter the landscape plans as indicated on the approved conceptual plan may be authorized by the Building Official or his designated representative. If an agreement cannot be reached regarding whether or not a detail site plan conforms to the original concept plan the Planning and Zoning Commission shall review the request and render judgment as to the conformity.
 - 2.** Development Plan or Detail Site Plan. This plan shall set forth the final plans for development of the Planned Development district and shall conform to the data presented and approved on the conceptual plan. Approval of the development plan shall be the basis for issuance of a building permit. For

any district RD or MD, a final plat shall qualify as the development plan. The development plan may be submitted for the total area of the PD or for any section or part as approved on the conceptual plan. The development plan must be approved by the Planning and Zoning Commission and City Council. A public hearing on approval of the development plan shall be required at the Council and Commission level, unless such a hearing is waived pursuant to subsection 3 below at the time of conceptual plan approval in the original amending ordinance. The development plan shall include:

- a. A site inventory analysis including a scale drawing showing existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This should include a delineation of any flood prone areas.
 - b. A scale drawing showing any proposed public or private streets and alleys; building sites or lots; and areas reserved as parks, parkways, playgrounds, utility easements, school sites, street widening and street changes; the points of ingress and egress from existing streets; general location and description of existing and proposed utility services, including size of water and sewer mains; the location and width for all curb cuts and the land area of all abutting sites and the zoning classification thereof on an accurate survey of the tract with the topographical contour interval of not more than five (5) feet.
 - c. A site plan for proposed building complexes showing the location of separate buildings, and between buildings and property lines, street lines and alley lines. Also to be included on the site plan is a plan showing the arrangement and provision of off-street parking.
 - d. A landscape plan showing screening walls, ornamental planting, wooded areas and trees to be planted.
 - e. An architectural plan showing elevations and signage style to be used throughout the development in all districts except single-family and two-family may be required by the Planning and Zoning Commission or City Council if deemed appropriate. Any or all of the required information may be incorporated on a single drawing if such drawing is clear and can be evaluated by the Building Official or his designated representative.
- 3.** All development plans may have supplemental data describing standards, schedules or other data pertinent to the development of the Planned Development District which is to be included in the text of the amending ordinance. The procedure for establishing a Planned Development District shall follow the procedure for zoning amendments as set forth in [Article I, Section 14](#). This procedure is expanded as follows for approval of conceptual and development plans.

- a. A public hearing shall be held by the Planning and Zoning Commission and City Council for the approval of the conceptual development plans or any section of the development plan. A single public hearing is adequate when:
 - i. The applicant submits adequate data with the request for the Planned Development district to fulfill the requirements for both plans; or
 - ii. Information on the concept plan is sufficient to determine the appropriate use of the land and the detail site plan will not deviate substantially from it.
 - b. The ordinance establishing the Planned Development district shall be approved by the Planning and Zoning Commission and City Council with the conceptual plan.
- E. When a PD is being considered, a written report may be requested of the applicant discussing the impact on planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire and traffic. Written comments from the applicable public school district, and from private utilities may be submitted to the Planning Commission prior to the commission making any recommendations to the Council.
- F. All Planned Development districts approved in accordance with the provisions of this ordinance in its original form, or by subsequent amendment thereto, shall be referenced on the Zoning District Map, and a list of such Planned Development Districts, together with the category of uses permitted therein, shall be maintained in the appendix of this ordinance.
- G. Planned Development Ordinances Continued.** Prior to adoption of this ordinance, if the City Council has established various Planned Development Districts, they are to be continued in full force and effect. The establishing ordinances or parts of ordinances approved prior to this ordinance shall be carried forth in full force and effect and are the conditions, restrictions, regulations and requirements which apply to the respective Planned Development Districts shown on the Zoning Map at the date of adoption of this ordinance.

SECTION 16: "H" Historic District and Historic Preservation

- A. General Purpose and Description.** Any zoning district designation appearing on the zoning district map may be followed by the suffix "H" indicating a historic landmark subdistrict. Such subdistrict may include buildings, land, areas, or districts of historical, architectural, archaeological or cultural importance or value which merit protection, enhancement, and preservation in the interest of culture, prosperity, education, and welfare of the people. The "H" designation shall apply to those premises, lots or tracts designated through procedures set

forth herein. Additional principal and secondary uses may be permitted in any specific "H" subdistrict and shall be enumerated in the ordinance establishing such historic landmark subdistrict, provided such uses are included in the zoning application. Such suffix shall not affect the legal use of the property and the basic underlying zoning of the property except as provided in the ordinance establishing the subdistrict.

B. Declaration of policy. The City Council hereby finds and declares as a matter of public policy that the protection, enhancement, preservation, and use of historic landmarks is a public necessity and is required in the interest of culture, prosperity, education and general welfare of the people.

C. Definitions

1. Alteration: The introduction of compatible forms, colors, textures, materials, and shapes which harmonize with existing historical districts and landmark characteristics yet relate well through the sensitive use of proportion, scale, and landscaping.
2. Historic District: A historic district is defined as an area which has outstanding historical and cultural significance in the state, region, or community, within which the buildings, structures, secondary buildings, fences, or other appurtenances are of basic and vital importance for the development of culture and tourism because of their association with history, including:
 - a. Historic structures, sites or areas within which the buildings, structures, appurtenances, and places exemplify the cultural, political, economic or social history of the state, region, or community.
 - b. Historic structures, sites or areas that are identified with the lives of historic personages or with important events in state, regional, or local history.
 - c. Structures or areas that embody the distinguishing characteristics of an architectural type specimen as to color, proportion, form, and architectural details.
3. Historic Landmark: A historic landmark is defined as a place which has outstanding historical and cultural significance in the state, region, or community. The designation historic landmark recognizes that the historic place, or the building(s), structure(s), secondary building(s), fences or other appurtenances at the place, are of basic and vital importance for the preservation of culture and the development of tourism.
4. Reconstruction: The reconstruction process involves the recreation of a replica of a building or facility that no longer exists on its original site based on archaeological, historical, documentary, and physical evidence. Both modern construction techniques and traditional methods may be used for a reconstruction project.

5. Rehabilitation: This process involves modifications or changes to an existing building. Rehabilitation extends the useful life or utility of the building through repairs or alterations, sometimes major, while the features of the building that contributed to its architectural, cultural, or historical character are preserved.
6. Relocation: Relocation as a result from changes in land use and redevelopment programs involves the disassembly, relocation on a different site, and reassembly of a building.
7. Restoration: The restoration process involves the careful and meticulous return of a building, usually on its original site, to its appearance at a particular period of time by removal of later work or replacement of missing earlier work.

- D. Architectural Standards.** Existing exterior details and architectural elements shall be preserved whenever possible. New structures shall replicate the style, scale, placement, awnings, and canopies of existing buildings within the same block whenever possible.
- E. Architectural Review.** Applications for a building permit or other required permit for construction work within the district must be reviewed and approved for compliance with the Architectural Standards prior to issuance. A minor project is an alteration that does not remove or conceal the heritage elements. A major project is one that removes or conceals heritage elements, one that adds contrasting elements, and/or a new structure greater than 200 square feet.
- F. The design of minor projects can be approved by the Director of Development Services.** Designs which cannot be approved by the Director must be forwarded to the Historic Preservation Commission for consideration. The Director can forward a proposed design to the Historic Preservation Commission for any reason.
- G. Major projects must be reviewed by the Historic Preservation Commission, and approved prior to issuance of a building permit.** The Commission shall also review minor projects forwarded by the Director of Development Services. The Commission can make a finding of conformance with Architectural Standards and approve the design for issuance of a permit. Denial of a proposed design for lack of conformance with the Architectural Standards may be appealed by the applicant to the City Council.

SECTION 17: "FP" Floodplain District

- A. General Purpose and Description.** To provide for the appropriate use of land which has a history of inundation or is determined to be subject to flood hazard, and to promote the general welfare and provide protection from flooding portions of certain districts are designated with a Flood Plain Prefix, "FP". Areas designated on the Zoning District Map by an FP Prefix shall be subject to the following provisions:
- B. Permitted Uses.** The permitted uses in that portion of any district having a Flood Plain (FP) prefix shall be limited to the following:
1. Agricultural activities including the ordinary cultivation or grazing of land and legal types of animal husbandry but excluding construction of barns or other outbuildings.
 2. Off-street parking incidental to any adjacent main use permitted in the district.
 3. Electrical substation.
 4. All types of local utilities including those requiring specific use permits.
 5. Parks, playgrounds, public golf courses (no structures), and other recreational areas.
 6. Private open space as part of a Planned Residential Development.
 7. Heliport when approved by specific use permit as provided in [Article III, Section 18.](#)
 8. Structures, installations and facilities installed, operated and maintained by public agencies for flood control purposes.
 9. Bridle trail, bicycle or nature trail.
- C.** No building or structure shall be erected in that portion of any district designated with a Flood Plain, FP, prefix until and unless such building or structure has been approved and a building permit issued by the Director of Development Services after engineering studies have been made, and it is ascertained that such building or structure is not subject to damage by flooding and would not constitute an encroachment, hazard, or obstacle to the movement of flood waters and that such construction would not endanger the value and safety of other property or the public health and welfare.
- D.** Any dump, excavation, storage, filling or mining operation within that portion of a district having a Flood Plain, FP, prefix shall be approved in writing by the City Manager or his designated representative before such operation is begun.
- E.** The fact that land is not within a district having a Flood Plain, FP, prefix shall not be interpreted as assurance that such land or area is not subject to periodic local flooding and the designation of the prefix in this ordinance shall not be so interpreted. The City Council by resolution may remove, alter or change the flood plain boundary or designation on the Zoning District Map for any district.

SECTION 18: Specific Use Permit

A. General Provisions.

1. After proper notice and a public hearing, and after recommendation from the Planning and Zoning Commission that a specific land use is in general conformance with the comprehensive plan of the City, the City Council may grant a permit for a specific use of property as authorized by the zoning district in which the property is situated. An application for Specific Use Permit (SUP) shall be accompanied by a site plan drawn to scale and showing the general arrangements of the project, together with essential requirements such as off-street parking facilities; size, height, construction materials and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; visual screening such as walls, landscaping and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred (200) feet. The Planning Commission or City Council may require information, operating data and expert evaluation concerning the location and function and characteristics of any building or use proposed.

B. Specific Use Permit Regulations.

1. In recommending that a specific use permit for the premises under consideration be granted, the Planning and Zoning Commission shall determine that such uses are harmonious and adaptable to building structures and uses of adjacent property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of access to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures and compatibility of buildings.
2. In granting a Specific Use Permit, the City Council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the Development Services Department for use of the building on such property pursuant to such Specific Use Permit; and such conditions precedent to the granting of the certificate of occupancy.
3. No specific use permit shall be granted unless the applicant, owner, and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit, as attached to the site plan drawing (or drawings) and approved by the Planning and Zoning Commission and City Council. No public hearing is necessary for site plan approval.
4. The Board of Adjustment shall not have jurisdiction to hear, review, reverse or modify any decision, determination or ruling with respect to the granting,

extension, revocation, modification or any other action taken relating to such specific use permit.

5. Whenever regulations or restrictions imposed by this ordinance are either more or less restrictive than regulations imposed by any governmental authority through legislation, rule or regulation, the regulations, rules or restrictions which are more restrictive or impose higher standards or requirements shall govern. Regardless of any other provision of this ordinance, no land shall be used and no structure erected or maintained in violation of any State or Federal pollution control or environmental protection law or regulation.
6. When the City Council authorizes granting of a Specific Use Permit, the Zoning Map shall be amended according to its legend to indicate that the affected area has conditional and limited uses, and said amendment is to indicate the appropriate zoning district for the approved use and suffixed by the designation "SUP."

C. Period of Validity. No specific use permit shall be valid for a period longer than the date specified by the City Council upon granting the specific use, unless within such period: (1) a building permit is obtained and the erection or alteration of a structure is started, or (2) an occupancy permit is obtained and a use commenced.

SECTION 19: Classification of New and Unlisted Uses

- A. It is recognized that new types of land use will develop and forms of land use not anticipated may seek to locate in the City. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:
 1. The Director of Development Services shall refer the question concerning any new or unlisted use to the Planning and Zoning Commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage and amount, and nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
 2. The Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts, and determine the zoning district or districts within which such use should be permitted.

3. The Planning and Zoning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council shall by resolution approve the recommendation of the Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings.
4. Standards for new and unlisted uses may be interpreted as those of a similar use. When determination of the minimum requirements cannot be readily ascertained, the same process outlined in paragraphs 1, 2, and 3 above shall be followed.

SECTION 20: Nonconforming Uses and Structures

A. Generally. A nonconforming status shall exist under the following provisions of this ordinance:

1. Within the districts established by this ordinance or amendments thereto, there exists lots, structures, uses of land and structures, and characteristics of use which were lawful immediately before this ordinance was enacted, amended, or otherwise made applicable to such lots, structures, or uses, and has since been in regular and continuous use but because of the establishment of this ordinance or amendments thereto do not conform to the regulations of the district in which they are located.
2. It is the intent of this ordinance to permit such nonconforming use to continue, under regulations herein contained, until the same are removed, but not to encourage their survival.

B. Expansion and Changes. No nonconforming use of land or buildings, nor any nonconforming structure shall be enlarged, changed, altered, repaired, expanded or increased beyond the lot or tract upon which such nonconforming use is located as of the effective date of this ordinance except in conformity with the regulations contained within this article or those required by law or to provide off-street loading or off-street parking space upon approval of the Board of Adjustment.

C. Repairs and Maintenance. Repairs and normal maintenance may be made to a nonconforming building provided that no structural alterations or extensions shall be made except those required by law or ordinance, unless the building is changed to a conforming use.

D. Termination of Nonconforming Uses. The right to operate a nonconforming use shall cease and such use shall be terminated under any of the following circumstances.

1. Abandonment. Whenever a nonconforming use is abandoned, all nonconforming rights shall cease, and the use of the premises shall

henceforth be in conformity with this ordinance. Abandonment shall involve the intent of the user or owner to discontinue a nonconforming operation and the actual act of discontinuance. Any nonconforming use which is discontinued for, or remains vacant for a period of six (6) months shall be construed as conclusive proof of intent to abandon the nonconforming use. Any nonconforming use not involving a permanent type of structure which is moved from the premises shall be considered to have been abandoned.

2. Violation of Ordinance. The violation of any of the provisions of this ordinance or violation of any ordinance of the City of Sanger with respect to a nonconforming use shall terminate immediately the right to operate such nonconforming use.
3. Rezoning. Whenever a nonconforming use is changed to a conforming use by rezoning so as to achieve compliance with the provisions of a new or different zoning district.
4. Whenever a nonconforming use is changed to a conforming use under the provisions of this section.
5. Whenever the structure, in which a nonconforming use is housed, operated, or maintained, is destroyed or damaged by fire, act of God or other cause, to the extent of more than sixty (60) percent of the replacement cost of the structure, on the date of the damage, the right to operate such nonconforming use shall terminate.
6. The right to maintain or operate a nonconforming use may be terminated by the Zoning Board of Adjustment in accordance with the provisions of [Article II, Section 2](#) of this ordinance.

E. Termination of Nonconforming Structures.

1. In the event of damage or destruction of a nonconforming structure to the extent of more than sixty (60) percent of the replacement cost of the structure on the date of such damaged, such nonconforming structure may be rebuilt only after public hearing and favorable action by the Zoning Board of Adjustment as provided in [Article I, Section 14](#).
2. Whenever a nonconforming structure is determined to be obsolete, dilapidated, or substandard by the Zoning Board of Adjustment, the right to operate, occupy, or maintain such structure may be terminated by action of the Zoning Board of Adjustment as provided in [Article I, Section 14](#) and such structure shall be demolished.

F. Amortization of Nonconforming Uses or Structures.

1. First Public Hearing. Upon direction by the City Council, the Zoning Board of Adjustment shall hold a public hearing to determine whether the continued operation of the nonconforming uses will have an adverse effect on nearby

properties or the community welfare. Notice of the public hearing shall be in the manner established in [Article I, Section 14](#).

2. In determining whether the continued operation will have an adverse effect on nearby properties or the community welfare, the Zoning Board of Adjustment shall consider the following factors:
 - a. The City of Sanger's Comprehensive Plan, as adopted or amended;
 - b. The character of the surrounding neighborhood;
 - c. The degree of incompatibility of the use with the zoning district in which it is located;
 - d. The manner in which the use is being conducted;
 - e. The hours of operation of the use;
 - f. The extent to which continued operation of the use may threaten public health or safety;
 - g. The environmental impacts of the use's operation, including, but not limited to, the impacts of noise, glare, dust, and odor;
 - h. The extent to which public disturbances and nuisances may be created or perpetuated by continued operation of the use;
 - i. The extent to which traffic or parking problems may be created or perpetuated by continued operation of the use; and
 - j. Any other factors relevant to the issue of whether continued operation of the use will adversely affect nearby properties.
3. If the Zoning Board of Adjustment determines that the nonconforming use has an adverse effect on nearby properties or the community welfare, it shall hold a second public hearing to set a date for compliance. The Zoning Board of Adjustment shall have the authority to request the owner to produce financial documentation and/or records to the factors listed in Article III, Section 20.F.5, below. The owner shall provide said documents and/or records at least thirty (30) days before the second public hearing. If the owner does not provide said documentation, the Zoning Board of Adjustment is authorized to make its determination of a compliance date based upon any reasonably available public records as well as public or expert testimony at the hearing. Failure by the owner to provide the requested financial documents and records shall not prevent the Zoning Board of Adjustment from setting a compliance date.
4. Second Public Hearing. Notice of the public hearing shall be in the manner established in [Article I, Section 14](#).
5. The Zoning Board of Adjustment shall, in accordance with Section 211.019 of the Texas Local Government Code, as amended, utilize the procedures and

owner or lessee compensation criteria contained in said section in the event the City determines that a nonconforming use of a property shall cease.

6. Ceasing Operations. If the Zoning Board of Adjustment establishes a compliance date for a nonconforming use, the use must cease operations on that date, and it may not operate thereafter unless it becomes a conforming use.
7. Decisions that cannot be immediately appealed. A decision by the Zoning Board of Adjustment that the continued operation of a nonconforming use will have an adverse effect on neighboring property or the community welfare and the Zoning Board of Adjustment's decision to schedule a second public hearing to establish a compliance date are not final decisions and cannot be immediately appealed.
8. Decision to deny a request to establish a compliance date. A decision by the Zoning Board of Adjustment to deny a request to establish a compliance date is final unless appealed to state court within ten (10) calendar days in accordance with Chapter 211 of the Texas Local Government Code.
9. Decision to set a compliance date. A decision by the Zoning Board of Adjustment setting a compliance date is final unless appealed to state court within ten (10) calendar days in accordance with Chapter 211 of the Texas Local Government Code.
10. Nothing in this section shall prevent the City and the property owner(s) of such nonconforming use from mutually agreeing upon a compliance date and memorializing such agreement in writing, to be approved by the City Council and said property owner(s) and filed in the real property records of Denton County.

G. Change to a Conforming Use.

1. Any nonconforming use may be changed to a conforming use in accordance with [Article I, Section 13.F](#) and once such change is made, the use shall not thereafter be changed back to a nonconforming use.
2. The Zoning Board of Adjustment may grant a change of use from one nonconforming use to another nonconforming use provided such change is to a use permitted in a zoning district where the original nonconforming use would be permitted, or provided that such change is to a use permitted in a more restrictive classification. However, such change of use and occupancy shall not tend to prolong the life of a nonconforming use.
3. The Zoning Board of Adjustment may approve the remodeling or enlargement of a nonconforming use when such an enlargement would not tend to prolong the life of the nonconforming use. Upon review of the facts, the Zoning Board of Adjustment may establish a specific period of time for the return of the occupancy to a conforming use.

SECTION 21: Definitions

Except to the extent a particular provision specifies otherwise, the following definitions shall apply throughout this ordinance:

A

Accessory Dwelling Unit. A secondary dwelling located on a lot with a primary detached residential structure and used as living quarters but not for rent or lease separate and apart from the primary detached residential structure.

Adult Uses. Establishment or activities that involve the provision of goods, services, or entertainment intended for individuals of legal adult age and may contain explicit or sexually oriented content.

Airport or Landing Field. An area improved for the landing or take-off of aircraft approved by the City of Sanger for operation as an aircraft landing facility.

Alley. A public way, public space or thoroughfare which affords only secondary means of access to property abutting thereon.

Antique Shop. An establishment offering for sale, within a building, articles such as glass, china, furniture or similar furnishings and decorations which have value and significance as a result of age, design or sentiment.

Apartment. A room or suite of rooms in a multi-family dwelling or apartment house designed or occupied as a place of residence by a single-family, individual or group of individuals.

Apartment House. Any building, or portion thereof, which is designed, built, rented, leased or let to be occupied as three or more apartments or which is occupied as the home or place of residence of three or more families living independently of each other and maintaining separate cooking facilities.

Area of the Lot or Building Site. The net area of the lot or site and shall not include portions of streets and alleys.

Art Gallery or Museum. An institution for the collection, display and distribution of objects of art or science and which is sponsored by a public or quasi-public agency and which facility is open to the general public.

Assisted Living Facility. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and that provides personal care services as defined by Chapter 247 of the Texas Health and Safety Code. Personal care services include assistance with daily living activities such as meals, dressing, movement, bathing, or other personal needs or maintenance; the administration of medication; or the general supervision or oversight of a person's physical and mental well-being.

Attached. Physical connection above the top of the floor line of the first floor.

B

Basement. A building story that is not a story above grade plan. A basement shall not be counted as a story in computing building height. May be referred to as a cellar.

Bedroom. A room in an apartment or building other than a kitchen, dining room, living room, bathroom or closet. This definition shall include extra dining rooms, living rooms, and all dens, studies, game rooms, sun rooms or similar extra rooms, all of which are capable of being used as bedrooms.

Block. An area within the city enclosed by streets and occupied by or intended for buildings; or, if said word is used as a term of measurement, it shall mean the distance along a side of a street between the nearest two streets which intersect said street on said side.

Board. Zoning Board of Adjustment.

Boarding or Rooming. A building, other than a hotel or multiple family dwelling, where lodging is provided for five (5) or more persons for compensation, and where facilities for food preparation are not provided in individual rooms.

Buildable Area. That portion of a building site exclusive of the required yard areas on which a structure or building improvements may be erected, and including the actual structure, driveway, parking lot, pool, and other construction as shown on the site plan.

Building. Any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

Building Ends. Those sides of a building having the least dimension as compared to the front or rear of a building. As used in the building spacing regulations for multiple-family dwelling, the term "building end" shall mean the most narrow side of a building regardless of whether it fronts upon a street, faces the rear of the lot or adjoins the side lot line or another building.

Building Inspector. The Building Official or his or her designee responsible for the review and permitting of construction work performed within the City limits.

Building Line. A line parallel or approximately parallel to the street line at a specified distance therefrom constituting the minimum distance from the street or property line that a building may be erected.

Building Material Sales. The sale of new building materials and supplies indoors with related sales for hardware, carpet, plants, electrical and plumbing supplies all of which is oriented to the retail customer, rather than contractor or wholesale customer.

Building Official. The person officially charged with the enforcement of the zoning and buildings codes of the City.

Business. Any lawful commercial endeavor to engage in the manufacturing, purchase, sale, lease, or exchange of goods, and/or the provision of business services.

C

Cash Advance or Payday Loan Office. An office or premises containing a business engaging in making cash advances, payday loans, auto title loans or similar consumer loans.

Certificate of Occupancy Compliance. An official certificate issued by the City through the enforcing official indicating conformance with or approved conditional waiver from the zoning regulations and authorizing legal use of the premises for which it is issued.

Church or Rectory. Any building, place or structure(s) owned and/or used by religious organizations or congregations and providing religious worship, religious training, or education of its members. This definition includes secondary uses such as rectories, convents, monasteries, or other congregate residences for the housing of religious organization personnel, meeting halls, offices for administration of the institution, day care facilities, education or schools, recreation associated with schools or day care facilities which are associated or affiliated with a church.

City Manager. Chief administrative officer of the City of Sanger, Texas.

City Council. The governing body of the City of Sanger, Texas.

Clinic Medical or Dental. Facilities for examining, consulting and treating patients including offices, laboratories and outpatient facilities, but not including hospital beds and rooms for acute or chronic care.

Club, Private. A club room or suite of rooms or a building available to restricted membership for meetings, dining and entertainment. Such facilities may include a private tennis court, swimming pool or similar recreation facilities, none of which are available to the general public.

College or University. An academic institution of higher learning, accredited or recognized by the State and covering a program or series of programs of academic study.

Commercial. Any business, other than a customary home occupation or manufacturing business, which involves the exchange of goods or services for the remuneration of a person occupying the premises upon which the transaction or part thereof takes place.

Commercial Amusement (Indoor). An amusement enterprise wholly enclosed and operated within an acoustically treated building offering entertainment or games of skill to the general public for a fee or charge.

Commercial Amusement (Outdoor). An amusement enterprise offering entertainment or games of skill to general public such as golf driving range, pitch and putt course, archery, miniature golf and similar outdoor activities but not including go-cart racing, drag strips, auto racing or motorcycle racing.

Community Center (Private). A building or group of rooms designed and used as an integral part of a residential project by the tenants of such a project for a place of meeting, recreation or social activity and under the management and unified control of the operators of the project. A private community center shall not be operated as a place of public meetings or as a business nor shall the operation of such facility create noise, odor or similar conditions perceptible beyond the bounding property line of the project site.

Community Center (Public). A building and grounds owned and operated by a governmental body for the social, recreational, health or welfare of the community served.

Convenience Store. Any retail establishment of less than 13,000 square feet that sells a variety of convenience goods, including food, beverages, tobacco products, beer and wine, and household goods, as well as gasoline sales.

Country Club (Private). An area of twenty (20) acres or more containing a golf course and a clubhouse and available only to private specific membership; such a club may contain adjunct facilities such as private club, dining room, swimming pool, tennis courts and similar recreational or service facilities.

Court. An open, unoccupied space, bounded on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court is a court having one side open to a street, alley, yard or other permanent space.

Coverage. The percent of a lot or tract covered by the roof or first floor of a building.

Customary Home Occupation. An occupation customarily carried on in an existing structure of the property by a member of the occupant's family and not more than two (2) employees, one of whom must be the owner of the business being conducted at the location. Customary home occupations must be clearly secondary to the residential uses of the dwelling with no evidence of the home occupation visible to the neighborhood, and may not include the physical or medical treatment of persons or animals, retail sales, business services, barber shops, beauty shops, dance studios, carpenter shops, electrical shops, plumber shops, radio shops, auto repairing or painting, furniture repairing, or sign painting. No signs or displays advertising the customary home occupation may be placed on the property where the home occupation is conducted. A person engaging in a home occupation shall not display or store materials, merchandise, and/or equipment for sale or use outside of the structure in which the business is conducted. A person engaging in a home occupation may conduct outdoor activities other than storage of materials and/or equipment provided the activities are screened from adjacent properties and public easements and rights-of-way by a solid fence of at least six (6) feet in height, shall not involve the use of motorized equipment, and shall not generate loud and raucous noise that renders the enjoyment of life and property uncomfortable or interferes with public peace and comfort.

D

Day Nursery or Day Camp. An establishment where children are left for care or training during the day of portion thereof including a recreation area with or without a building where children engage in supervised training or recreation during daylight hours.


Depth of Front Yard. The minimum distance from the front lot line to the front line of a building.

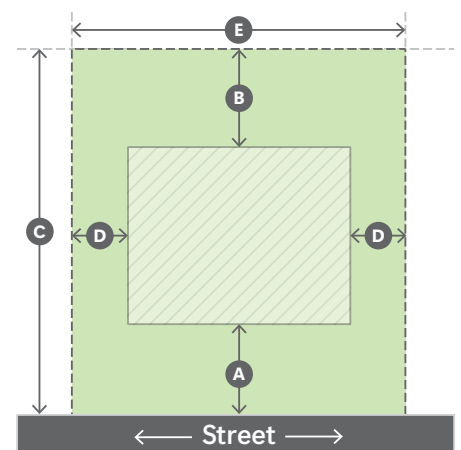
Depth of Lot. The mean horizontal distance between the front and rear lot lines.

Depth of Rear Yard. The minimum distance between the rear line of a building other than a secondary building and the rear lot line.

Detached. Having no physical connection above the top of the floor line of the first floor with any other building or structure.

Area Regulations

- A** Depth of Front Yard
- B** Depth of Rear Yard
- C** Depth of Lot
- D** Width of Side Yard
- E** Width of Lot
-  Buildable Area



Development Plan or Detail Site Plan. A comprehensive plan for the development of a specific site, including, but not limited to, a site plan, architectural drawings, engineering drawings, and a narrative description of the project that provides sufficient detail for the Development Services Department to determine compliance with the applicable development standards.

District. A section of the City for which the regulations governing the area, height or use of the land and buildings are uniform.

Downtown. The area within the City of Sanger generally bounded by FM 455 on the north, 7th Street on the west, Locust Street on the south, and the BNSF rail line on the east.

Drive-Through. A building or facility where customers can be served without leaving a vehicle.

Dwelling, Multiple-Family. Any building or portion thereof, which is designed, built, rented, leased or let to be occupied as three or more dwelling units or apartments or which is occupied as a home or residence of three or more families.

Dwelling, One-Family. A dwelling unit having accommodations for and occupied by not more than one family.

Dwelling, Two-Family. A detached building having separate accommodations for and occupied by not more than two families.

Dwelling Unit or Living Unit. A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters and includes facilities for food preparation and sleeping.

E

Eating Place Without Drive-In or Curb Service. Any eating establishment, cafeteria, restaurant or inn where food service is offered to customers not in automobiles.

Electric Vehicle (EV) Charging Station. A public or private vehicle space utilized as an area to fuel an electric or hybrid vehicle and featuring equipment for charging electric or hybrid vehicles.

Electric Vehicle Supply Equipment (EVSE). The electrical conductors and ground equipment external to an electric vehicle that provides a connection for an electric or hybrid vehicle to a power source to provide vehicle charging. The following are typical classification levels:

Level 1: Provides charging through 120-volt electrical service.

Level 2: Provides charging between 120-volt and 240-volt electrical service.

Level 3 or Rapid Charge: Provides a voltage or rating greater than 240-volt, through three-phase or inductive charging equipment.

Emu Farms. An area of five (5) acres or more used for the raising and breeding thereon of emus for future sale or show. No person may have in excess of eight (8) adult emus per acre of land nor three (3) chick emus may be kept per acre.

F

Family. Any number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage or adoption.

Farm Secondary Building. A secondary structure on a tract qualifying as a farm as herein defined for storing or housing the usual projects and animals raised or maintained on a farm, such as a barn, poultry house, stable, machinery shed or granary. No structure housing animals or poultry shall be located nearer than one hundred (100) feet to the bounding property lines of the farm tract.

Farm, Ranch, Garden or Orchard. An area of five (5) acres or more which is used for the growing of usual farm products, vegetables, fruits, trees and grain and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, sheep, and emus including the necessary secondary uses for raising, treating and storing products raised on the premises, not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agricultural or husbandry specifically prohibited by ordinance or law.

Farmer's Market. Any indoor or outdoor venue where proprietors can organize the sale of agricultural produce to the public.

Financial Institution or Bank. A building or portion of a building primarily devoted to the provision of financial and/or banking services to customers or clients such as banks, credit unions, savings banks, savings and loan associations, lending establishments, and investment companies.

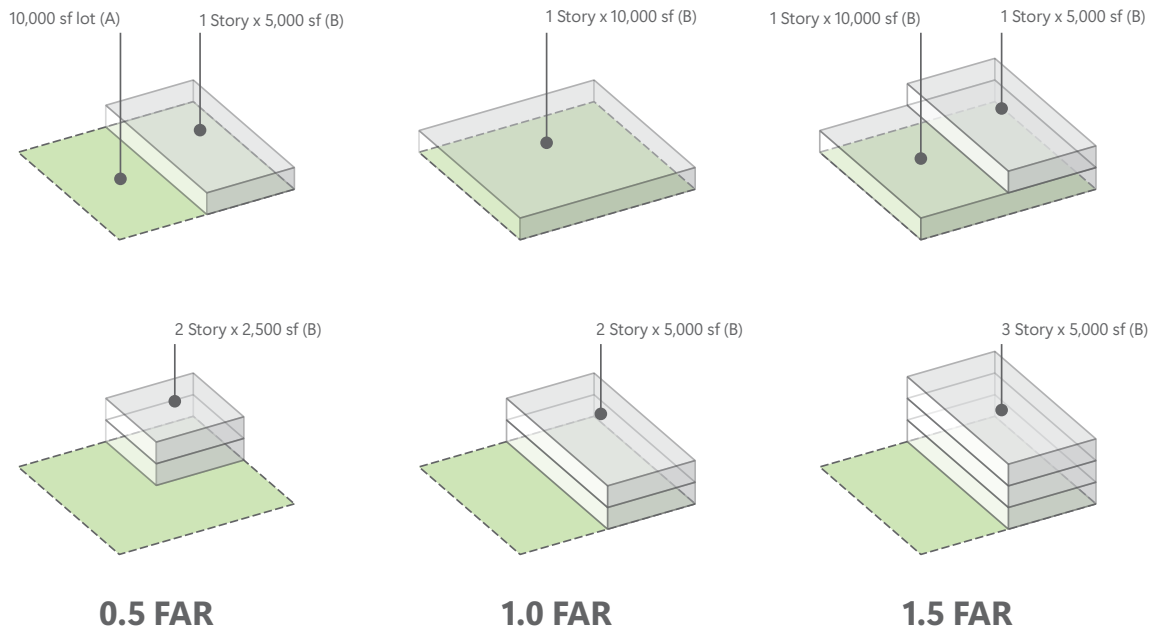
Fire, Police or Municipal Building. Any public service building of the municipal government including a library or City Hall, but excluding storage yards, utility shops and equipment centers.

First Floor. A floor and the space above it between the floor and the next floor or the ceiling or roof, the height of said space being no more than 50 percent below grade and the top of the floor being no higher than six feet above grade. All floors above the first floor shall be numbered in ascending sequence, starting with the second floor.

Floor Area. The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding basements and cellars, carports, garages or porches.

Floor Area Ratio. The ratio of total building floor area to lot area.

$$\text{Floor Area Ratio (FAR)} = \frac{\text{Sum of Total Floor Area (B)}}{\text{Total Lot Area (A)}}$$



G

Gambling. The act of making a bet on the partial or final result of a game or contest or on the performance of a participant in a game or contest; or the act of making a bet on the result of any political nomination, appointment, or election or on the degree of success of any nominee, appointee, or candidate; or the act of playing and betting for money or other thing of value at any game played with cards, dice, balls, or any other gambling device or gaming and software sweepstakes device.

Gambling Device. A device described in Article 47.01(4) (A) of the Texas Penal Code.

Game Room. A for-profit business located in a building or place involved in gambling or that contains six (6) or more: gaming and software sweepstakes devices, gambling devices, or electronic, electromechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted for bona fide amusement purposes.

Gaming and Software Sweepstakes Devices (GSSD). Includes but are not limited to any machine or device on which individuals can: 1) play games of chance to win money or a prize with value, by digitally or physically inserting credits or coins into the machine or device with the exception of Texas Penal Code sec. 47.01(4) (B); or 2) participate in contests that award one or more prizes (including money, game credits, or coupons redeemable for a prize of value) based on chance or the random selection of entries by operation of software; or 3) win money or prizes with value if a horizontal, vertical, or diagonal row of objects line up (also known as “Eight Liners”).

Gasoline Service Station. A place or establishment where gasoline, oil, grease, or motor vehicle accessories are sold, supplied, or dispensed to the retail motor vehicle trade, or the washing of motor vehicles, or provides electric vehicle charging stations.

Golf Course (Commercial). A golf course, privately owned but open to the public for a fee and operated as a commercial venture.

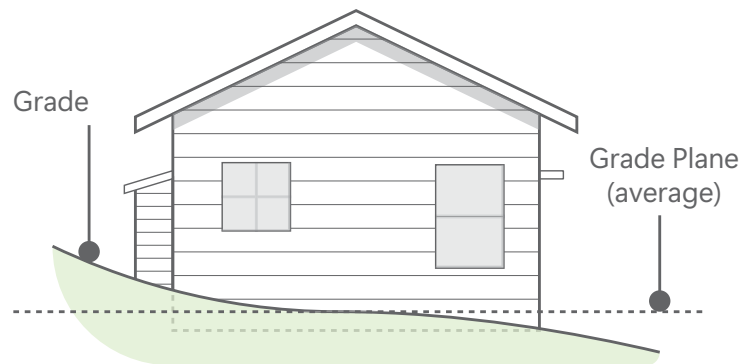
Grade. The finished ground level adjoining the building at all exterior walls.

Grade plane. A reference plane representing the average of the finished ground level adjoining the building at all exterior walls.

Guest House (detached).

A secondary structure on a lot or tract containing dwelling accommodations excluding kitchen facilities and separate utility services or meters and intended for the temporary occupancy by guests and not for rent or permanent occupancy.

Grade

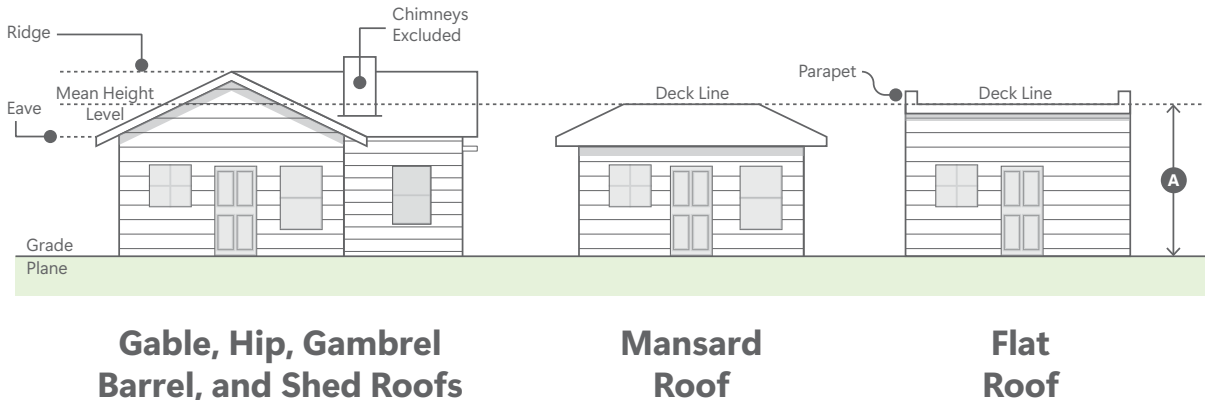


H

Height. The vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface if a flat surface, (2) to the deck line of mansard roofs or (3) to the mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet. If the street grade has not been officially established, the average front yard grade shall be used for a base level.

Height, Building

A Building Height



Heliport or Helistop. A landing facility for rotary wing aircraft which may include fueling or servicing facilities for such craft and subject to approval by the City of Sanger.

Historic Landmark. Any buildings, land, areas or districts of historical, architectural, archaeological or cultural importance or value, which the City Council determines shall be protected, enhanced and preserved in the interest of the culture, prosperity, education and welfare of the people.

Hospital (general acute care). An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.

Hospital (chronic care). An institution where those persons suffering from generally permanent types of illness, injury, deformity, deficiency or age are given care and treatment on a prolonged or permanent basis, and which is licensed by the State of Texas.

I

Industrialized Housing. A residential structure that is:

1. Designed for the occupancy of one or more families;
2. Constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site; and
3. Designed to be used as a permanent residential structure when the module or modular component is transported to the permanent site and erected or installed on a permanent foundation system.

Industrialized housing includes the structure's plumbing, heating, air conditioning and electrical systems. Industrialized housing does not include housing constructed of a sectional or panelized system that does not use a modular component or a ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving the home to another location.

Institution for Alcoholic, Narcotic or Psychiatric Patients. An institution offering resident or out-patient treatment to alcoholic, narcotic or psychiatric patients.

K

Kindergarten. The school for children of preschool age, in which construction endeavors, object lessons, and helpful games are prominent features of the curriculum.

L

Library, Art Gallery or Museum (Public). Any institution for the loan or display of books, objects of art or science which is sponsored by a public or responsible quasi-public agency and which institution is open and available to the general public.

Light Fabrication and Assembly Processes. The fabrication, assembly or manufacture of products, including but not limited to jewelry, trimming decorations, signs, and similar items, which does not involve generation of noise, odor, vibration, dust or hazard.

Liquor Store. An establishment principally for the retail sale of alcoholic beverages for off-premises consumption, as defined in the Texas Alcoholic Beverage Code.

Local Utility Line. The usual electric power, telephone, gas, water, sewer, and drainage lines designed and constructed by the municipality or a franchised utility company to serve a community with urban type services.

Lodging House. A building where lodging for five (5) or more persons is provided in exchange for compensation.

Lot Coverage. The total area of a lot upon which is placed a building, buildings, or other structures.

Lot Depth. See *Depth of Lot*.

Lot Lines. The lines bounding a lot as defined herein.

Lot of Record. A lot which is part of a subdivision, a plat of which has been recorded in the office of the county clerk of Denton County; or a parcel of land, the deed for which is recorded in the office of the county clerk of Denton County prior to the adoption of this ordinance.

Lot or Building Site. Land occupied or to be occupied by a building and its secondary building, and including such open spaces as are required under this ordinance, and having its principal frontage upon a public street or officially approved place.

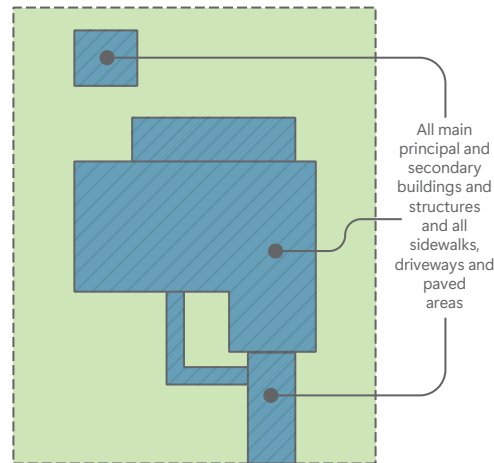
Lot Width. The width of a lot at the front building lines.

Lot Coverage

Lot Area

Impervious Surface

$$\text{Lot Coverage Ratio} = \frac{\text{Impervious Surface Area}}{\text{Total Lot Area}} \times 100$$



M

Main Building. The building or buildings on a lot which are occupied by the primary use.

Manufactured Home. A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, which is built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and, in the traveling mode, is at least eight body feet (8') in width or at least forty body feet (40') in length or, when erected on site, at least 320 square feet. A home includes the plumbing, heating, air conditioning and electrical systems of the home and does not include a recreational vehicle as defined by applicable federal regulations.

Manufactured Home Park. A tract or parcel of land used to accommodate manufactured home units that are not on a permanent foundation and secondary structures as a semi-permanent place of residence.

Manufactured Home Subdivision. A tract of land subdivided into lots which are designed as permanent sites for manufactured or relocatable homes and which are served by separate utilities, dedicated street access on a legally filed plat, and are capable of being conveyed as separate lots.

Manufacturing Processes. Uses restricted from other zoning districts but permitted in the "I" Industrial District under this definition are manufacturing and industrial uses which do not emit dust, smoke, odor, gas, fumes, or present a possible hazard beyond the bounding property lines of the lot or tract upon which the use or uses are located, and which do not generate noise or vibration at the boundary of the lot or tract which is generally perceptible in frequency or pressure above the ambient level of noise or vibration in the adjacent areas.

Mobile Home. A structure constructed before June 15, 1976, which is built on a permanent chassis, designed for use as a dwelling, with or without a permanent foundation, when the structure is connected to the required utilities, which is transportable in one or more sections, and which, in the traveling mode, is at least eight body feet (8') or at least forty body feet (40') in length or, when erected on site, is at least three hundred and twenty (320) square feet, and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Motel or Hotel. A building or group of buildings designed for and occupied as a temporary abiding place of individuals and providing six (6) or more room units with customary hotel services such as linen, maid service, telephone and upkeep of furniture.

N

Nonconforming Use. A building, structure or use of land lawfully occupied at the time of the effective date of this ordinance or amendments thereto, and which does not conform to the use regulations of the district in which it is situated.

O

Occupancy. The use or intended use of the land or buildings by proprietors or tenants.

Off-Street Parking Incidental to Main Use. Off-street parking spaces provided in accordance with the requirements specified by this Ordinance and located on the lot or tract occupied by the main use or within two hundred (200) feet of such lot or tract and located within the same zoning district as the main use or in an adjacent parking district.

Open Space. Area included in any side, rear or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, porches and plant material.

P

Park or Playground (Public). An open recreation facility or park owned and operated by a public agency such as the City of Sanger or the School Board and available to the general public for neighborhood use but not involving lighted athletic fields for nighttime play.

Parking Lot or Structure, Commercial (Auto). An area or structure devoted to the parking or storage of automobiles for a fee, may include, in the case of a parking structure only, a facility for servicing of automobiles provided such facility is primarily an integral function for use only by automobiles occupying the structure and creates no special problems of ingress or egress.

Planning and Zoning Commission. The agency appointed by the City Council as an advisory body authorized to provide recommendations to the council on matters relating to planning and zoning decisions to be considered by the council.

Plant Nursery Greenhouse. Retail or wholesale sales of plant materials and supplies either enclosed in a building, bath house, or in the open and with related storage of equipment for landscape contracting.

Playfield or Stadium (Public). An athletic field or stadium owned and operated by a public agency for the general public including a baseball field, golf course, football field or stadium which may be lighted for nighttime play.

Premises. A piece of land or real estate owned, rented, leased, used or occupied distinct from those adjacent, by virtue of different ownership, rental, lease, usage or occupancy.

Private Club. see *Club, Private*.

Private Garage. A secondary building housing vehicles owned and used by occupants of the main building; if occupied by vehicles of others, it is a storage space.

Private School. An academic institution other than a public or parochial elementary or secondary school, including private elementary and secondary schools and institutions of higher learning.

Private Utility (Franchised). A utility such as one distributing heat, chilled water, closed circuit television or similar service and requiring a franchise to operate in the City of Sanger.

Property. All contiguous land and any fixed or moveable object on such land, under common ownership, irrespective of leasehold or other interest.

Public Building, Shop or Yard of Local, State or Federal Agency. Facilities such as office buildings, maintenance yards and shops required by branches of Local, State or Federal Agencies for service to an area. This term does not include City Hall, Library, Police, or Fire Station.

Q

Quick-Service Food and Beverage Shop. An establishment offering food or beverage service to customers either through an automobile pick-up window or a walk-up window, with or without eating space provided within the building.)

R

Radio, Television or Microwave Towers. Structures supporting antenna for transmitting or receiving any portion of the radio spectrum but excluding non-commercial antenna installations for home use of radio or television.

Radio, T.V. and Appliance Repair. A shop for the repair of household and home equipment, such as electrical appliances, lawn mowers, tools and similar items where all such items are stored within a building.

Residence. Same as dwelling; when used with district, an area of residential regulations.

Restaurant or Cafeteria (Not of Drive-In Type). An establishment serving food to the general public in specific, designated dining areas and shall not include drive-in establishments where food is eaten in automobiles.

Restaurant or Eating Establishment (Drive-In Service). An establishment designed and constructed to serve food for consumption on the premises in an automobile and which establishment may or may not have on-premises dining room or counter.

Retail, Shop, Apparel, Gift, Accessory and Similar Items. Small retail shops such as dress shops or gift shops serving specific neighborhood areas as differentiated from department stores or discount stores having community wide service importance.

Rooming House. see *Lodging House*.

S

School Business. A business organized to operate for a profit and offering instruction and training in a service or art such as secretarial school, barber college, beauty school or commercial art school, but not including manual trade schools.

School, Commercial, Trade or Craft. A business operating for profit and offering instruction and training in a trade such as welding, brick laying, machinery operation and other similar manual trades.

School, Public or Denominational. A school and customary secondary uses under the sponsorship of a public or religious agency having a curriculum generally equivalent to public, elementary or secondary schools, but not including private, trade or commercial schools.

Screening. A wall or fence, the surface of which does not contain openings more than 40 square inches in each one square foot of surface of such wall or fence, and which surface shall constitute a visual barrier.

Second Hand Store, Furniture or Clothing. An establishment offering for sale used merchandise, with the storage and display of such items wholly contained inside a building or structure.

Secondary Building or Secondary Structure. A subordinate building or structure, detached from the main building, and customarily incidental to the principal building.

Secondary Use. A use subordinate to and incidental to the principal use.

Short-Term Rental. The rental or offer for a rental of a dwelling unit, or any portion thereof, for a period of less than thirty (30) days. This term does not include a leaseback.

Skilled Nursing Facility. An institution, other than a hospital, licensed by the State of Texas or the City of Sanger which provides primarily in-patient health care, personal care, or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled who need ongoing health supervision but not hospitalization. Skilled nursing facilities may also be referred to as a nursing home, convalescent home, or long-term care facility.

Sign. An outdoor advertising device that is a structure or that is attached to or painted on a building or that is leaned against a structure for display on premises.

Single-Family Dwelling (attached). A building located on a platted lot or separate building site which is designed for and occupied by not more than one (1) family and which is attached by one or more common wall(s) to another similar single family dwelling unit. An attached dwelling shall be designed to permit separation from an adjoining dwelling in the event either dwelling is caused to be removed.

Single-Family Dwelling (detached). A detached building located on a platted lot or separate building site which is designed for and occupied by not more than one (1) family.

Stable, Commercial. A structure housing horses which are boarded or rented to the public or any stable other than a private stable; but not including a sale barn, auction or similar trading activity.

Stable (private). A secondary building set back from adjacent property lines a minimum distance of one hundred (100) feet and used for quartering horses, not to exceed one (1) horse per one and one half (1.5) acre area of a farm or lot.

Street. Any thoroughfare or public driveway, other than an alley, more than thirty (30) feet in width, which has been dedicated or deeded to the public for public use.

Story. The height between the successive floors of a building or from the top floor to the roof. The standard height for a story is eleven (11) feet, six (6) inches.

Structural Alterations. Any change in the supporting member of a building, such as a bearing wall, column, beams or girders.

Structure. see *Building*.

Studio - Art, Music, Ceramics, Drama, Speech, Dance and Similar Skills. A building or rooms in a building used for instructing, coaching or counseling in drama, speech, dance or similar personal skills or arts.

Swimming Instruction as a Home Occupation. The teaching of swimming in a private swimming pool. In a residential area, the offering of swimming instruction in a private pool is subject to the approval of a Specific Use Permit which may specify operating conditions and standards and may limit the number of students and operating time.

Swimming Pool (Commercial). A swimming pool with secondary facilities, not part of the municipal or public recreational system and not a private swim club, but where the facilities are available to the general public for a fee.

Swimming Pool (Private). A swimming pool constructed for the exclusive use of the residents of a single-family, two-family or apartment dwelling and located within the required side or rear yards; however, a pool shall not be located closer than three (3) feet to any property one.

T

Telephone Exchange, Switching and Transmitting Equipment only. A switching or transmitting station owned by a public utility but not including business office facilities, storage or repair shops or yards.

Temporary Field or Construction Office. Temporary office buildings and temporary building material storage areas to be used solely for construction purposes in connection with the property on which they are erected may be permitted for a specified period of time in accordance with a permit issued by the Building Official.

Tennis Court, Private. A surface designed and constructed for playing the game of tennis along with all fencing, nets and related appurtenances but excluding lighting for night play in residential areas except as may be otherwise provided or restricted by the Specific Use Permit.

Thoroughfare. see *Street*.

Two Family Dwelling. A single detached building located on a platted lot or building site designed for and occupied by not more than two (2) families.

V

Vape Shop or Smoke Shop. A retail establishment subject to a Specific Use Permit whose primary business purpose, as evidenced by its inventory, marketing, and/or gross revenue, is the sale of electronic nicotine delivery systems (e-cigarettes, vapes, vape pens, e-cigars, e-pipes, e-hookahs, and their components, parts, or accessories, consumable liquid solutions (whether or not containing nicotine or other substances), tobacco products (cigarettes, cigars, pipe tobacco, snuff, chewing tobacco), tobacco paraphernalia (pipes, bongs, vaporizers, hookahs), or any other similar products designed for smoking, vaping, or the consumption of tobacco or nicotine. This definition shall explicitly exclude establishments that derive more than fifty percent (50%) of their gross revenue from the sale of food, beverages, or gasoline fuel.

Variance. An adjustment in the application of the specific regulations of the Zoning Ordinance to a particular parcel of property which, because of special conditions or circumstances peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district.

W

Wrecking or Auto Salvage Yard. A yard or building where automobiles or parts of automobiles or machinery are stored, dismantled and/or offered for sale in the open as whole units, as salvaged parts or as processed metal.

Y

Yard. An open space, other than a court, on the lot in which a building is situated and which is not obstructed from a point forty (40) inches above the general ground level of the graded lot to the sky, except as provided for roof overhang and similar special architectural features and plant material.

Yard, Front. An open, unoccupied space on a lot facing a street extending across the front of a lot between the side lot lines and from the main building to the front lot or street line with the minimum horizontal distance between the street line and the main building line as specified for the district in which it is located.

Yard, Rear. An open, unoccupied space, except for secondary buildings as herein permitted, extending across the rear of a lot from one side lot line to the other side lot line and having a depth between the building and the rear lot line as specified in the district in which the lot is situated.

Yard, Side. An open, unoccupied space or spaces on one side or two sides of a main building and on the same lot with the building, situated between the building and a side line of the lot and extending through from the front yard to the rear yard. Any lot line not the rear line or front line shall be deemed a side line.

Z

Zoning District Map. The official certified map upon which the boundaries of the various zoning districts are drawn and which is an integral part of this ordinance.

Zoo (Private). A facility housing and displaying live animals, reptiles or birds, privately owned and operated for a fee or for the promotion of some other enterprise.

Zoo (Public). A publicly owned zoo or similar facility owned and operated by the City or a nonprofit zoological society where live animals, birds, and reptiles are domiciled and displayed.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on amendments to Chapter 6, Health and Sanitation, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- Definitions were added.
- Grass and weeds were amended to state a height greater than 12 inches in place of an average of 12 inches.
- Declares high grass and weeds a nuisance to mirror state law.
- Declares trash and debris a nuisance to mirror state law.
- Adds limbs lower than 7' over a sidewalk to be a violation.
- The Planning & Zoning Commission recommended approval on 03-10-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 04-08-25

Current Noise Ordinance

Proposed Noise Ordinance

CITY OF SANGER, TEXAS

ORDINANCE 06-15-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 6 HEALTH AND SANITATION, ARTICLE 6.100 WEEDS, GRASS, RUBBISH, BRUSH, AND OTHER OBJECTIONABLE MATTER; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; PROVIDING FOR A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-15-25 amending Chapter 6 Health and Sanitation; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 6 Health and Sanitation, are amended as provided below.

6.100. Weeds, Grass, Rubbish, Brush and Other Objectionable Matter.

6.101 Definitions

Alley. A public space or thoroughfare which affords only secondary means of access to property abutting thereon.

Brush. Tree and shrub trimmings which exceed three feet in length or width.

Carrion. The dead, putrefying flesh of any animal, fowl, or fish.

Debris. Dirt, concrete, rocks, bricks, large pieces of steel, and other waste building materials.

Easement. A right to cross or otherwise use someone else's land for a specified purpose.

Filth. Any matter in a putrescent state.

Garbage. See Art. 6.200 Littering

Junk. Worn out, worthless, or discarded material, objects, or items.

Litter. See Art. 6.200 Littering

Nuisance. Whatsoever is dangerous or detrimental to human life or health; whatsoever renders the ground, the water, the air, or the food hazardous or injurious to human life or health; whatsoever is offensive to the senses; or whatsoever is detrimental to the public health or welfare, including but not limited to:

- (1) Whatsoever is identified as a public nuisance by common law or in equity jurisprudence.
- (2) Whatsoever attracts and may prove detrimental to children whether in a building, on the premises of a building, or on an unoccupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, excavations or structures; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris or vegetation that may prove a hazard for inquisitive minors;
- (3) Abandoned structures or facilities such as basin chambers, pools or tanks located indoors or outdoors containing artificial bodies of water intended to be used for swimming, diving, or recreational bathing, including spas or hot tubs, which become unfit to be used for the purpose intended;
- (4) Structures with insufficient ventilation or illumination.
- (5) Structures with inadequate or unsanitary sewage or plumbing facilities
- (6) Whatsoever renders ground, air, food or water unwholesome or detrimental to the health of human beings; and
- (7) Whatsoever is offensive to the physical senses.

Objectionable, Unsightly or Unsanitary Matter. Any matter, condition or object which is objectionable, unsightly or unsanitary to a person of ordinary sensitivities.

Owner. Any person or entity shown as the property owner on the latest property tax assessment rolls or any person having any legal or equitable interest in the property, including any agent who is responsible for managing, leasing or operating the property and including any tenant.

Person. An individual, firm, partnership, proprietorship, association, corporation, estate, receiver, syndicate, branch of government, social or fraternal organization, or any other group or combination acting as a legal entity, and including any trustee, assignee, executor, or other representative.

Right of Way. The right of passage acquired for or by the public through dedication, purchase or condemnation and intended to provide pedestrian and vehicular access to abutting lots, tracts or areas which may also be used for utilities and to provide for drainageways.

Rubbish. See Art. 6.200 Littering

Refuse. See Art. 6.200 Littering

Trash. All manner of refuse including, but not limited to junk, carrion, filth, garbage, impure or unwholesome matter, grass and weed clippings, paper trash, useless fragments of building material, rubble, useless household items, items of salvage such as scrap metal and wood, old barrels, old tires, objects that hold water for an extended time, tree and brush trimmings, and other miscellaneous wastes or rejected matter.

Vegetation. Any plant life, including, but not limited to, shrubs, trees (including saplings), brush, bushes, wildflowers, cultivated flowers, native or ornamental grasses, grass (lawn), weeds, ground cover, annuals, perennials, or vines.

6.102 Tall Weeds, Grasses, or Plants Unlawful in excess of twelve inches in height declared a nuisance and prohibited.

Replace with content below

- a) It shall be unlawful and declared a nuisance for any person having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City of Sanger to suffer or permit grass, weeds, vegetation or any other plant that is not cultivated to grow in rank profusion or upon said premises to a greater height than twelve inches (12").

With respect to lots, tracts or parcels of land of five (5) or more acres under single ownership, the provisions of this section shall not be applicable to the area in excess of one hundred feet (100') from any open public street or way, or to the area in excess of one hundred feet (100') from any adjacent property under different ownership on which habitable dwellings are located.

- b) It shall be unlawful and declared a nuisance for any person having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City of Sanger to suffer or permit grass, weeds, vegetation or any other plant that is not cultivated to grow in rank profusion or otherwise in, along, upon or across the sidewalk, street, right of way, easement or alley to a height greater than twelve inches (12").
- c) It shall be unlawful for any owner or occupant of any property within the city to fail to remove any vegetation growing or encroaching upon the surface of any portion of an improved right-of-way, or any dirt that has encroached upon a sidewalk or twelve (12) feet above an alley.
- d) It shall be unlawful and declared a nuisance for any owner or occupant of any property within the city to fail to remove tree limbs existing lower than sixteen (16) vertical feet above a street, and seven (7) vertical feet above a sidewalk.

However, it shall be a defense to prosecution under this subsection if the trees do not obstruct the safe passage of vehicles, including fire and emergency vehicles, sanitation vehicles, recreation vehicles, or buses.

Replace 6.102 with content below

6.103 Rubbish, Brush or Any Objection, Unsightly or Unsanitary Items.

It shall be a nuisance and unlawful for any person having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the City of Sanger to suffer, or permit or fail to remove any refuse, trash, debris, filth, carrion, junk, garbage, rubbish, brush or to allow any and all other objectionable, unsightly or unsanitary matter of whatever nature to accumulate or be present upon any such lot, tract or parcel of land including easements and rights-of-way.

- a) It is a violation of this section if the refuse, trash, debris, filth, carrion, junk, or garbage is visible from any right-of-way or an adjacent property.
- b) It is unlawful to maintain premises in a manner that creates unsanitary conditions that are likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.

6.104 Owner's Duty to Abate Violation.

6.105 Immediate Abatement by City.

6.106 Failure to Comply with Provisions

Amend changes below

In the event that any person owning, claiming, occupying or having supervision or control of any real property occupied or unoccupied within the corporate limits of the city fails to comply with the provisions of Sections 6.101, 6.102, and 6.103, it shall be the duty of the city to give notice, and if the owner of the property does not comply with this section after seven days of such notice, the city may: do the work or make the improvements required; and pay for the work done or improvements made and charge the expenses to the owner of the property. **The costs shall include an administrative fee established by the City Council and on file in the office of the City Secretary. The payment shall be due within thirty (30) days of the date of mailing.** If the city mails the notice to the property owner in accordance with this section and the United States Postal Service returns the notice “refused” or “unclaimed,” the validity of the notice is not affected and the notice is considered as delivered. (Ordinance 11-43-07 adopted 11/5/07)

6.107 Notice Given Within One Year.

6.108 Assessment of Expenses; Lein.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this **16th** day of **June**, 2025.

APPROVED:

Thomas E. Muir, Mayor

APPROVED TO FORM:

Hugh Coleman, City Attorney

ATTEST:

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance 06-16-25 amendments to Chapter 8, Offenses and Nuisances, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- New definitions added.
- Allows regulation of fences and parking surface maintenance.
- Develops standards to regulate commercial outside storage.
- Defines what is considered outside residential storage.
- Adds regulations for junk vehicles.
- Declares trash and debris to be a nuisance that mirrors state law.
- Planning & Zoning recommended approval on 06-09-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 06-16-25

CITY OF SANGER, TEXAS

ORDINANCE 06-16-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 8 OFFENSES AND NUISANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; PROVIDING FOR A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-16-25 amending Chapter 8 Offenses and Nuisances; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 8 Offenses and Nuisances, is amended as provided below.

8.100 INOPERABLE AND JUNKED VEHICLES

8.101 Definitions

Add definitions below

Accessory building or use;**One which:**

- (a) Is subordinate to and serves a principal building or principal use;
- (b) Is subordinate in area, extent or purpose to the principal building or principal use served;
- (c) Contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served;
- (d) Is located on the same building lot as the principal building or principal use served; or,
- (e) May be part of the principal building.

Administrator. The director of the department designated by the City Manager to enforce and administer this Chapter, including the Director's designees.

Authority having jurisdiction. The building official, the code enforcement officer, or their designated representatives, are empowered to enforce the provisions of this division.

Building code. The International Building Code, promulgated by the International Code Council, as adopted and as amended by the City Council.

Business. For the purpose of this ordinance this term means any activity or enterprise entered into for profit. It does not mean it is a company, a corporation, partnership, or have any such formal organization, but it can range from a peddler to large corporation.

City Appeal Officer. The authorized person designated by the City Manager to hear appeals from denials or revocations of permits.

Code official. The building official, his/her designee, or any duly authorized representative of the city who is charged with the administration and enforcement of this chapter."

Commission. The building and standards commission of the City

Dangerous structures. Are declared whenever:

- (1) Any portion of a structure has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location; or
- (2) Whenever the building or structure has been so damaged by fire, wind, or natural disaster, or has become so dilapidated or deteriorated as to become:
 - (A) An attractive nuisance to children;

- (B) A harbor for vagrants, vermin, criminals or immoral persons; or
- (C) As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts; or

(3) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air, or sanitation facilities, or otherwise is determined to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease; or

(4) Any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property; or

(5) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined to be a fire hazard; or

(6) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Electrical code. The National Electrical Code, promulgated by the National Fire Protection Association (NFPA), as adopted and as amended by the City Council.

Housing code. The International Residential Code, promulgated by the International Code Council, as adopted and as amended by the City council and by the state, and shall include the International Property Maintenance Code

International technical codes. The series of codes promulgated by the International Code Council, as adopted and as amended by the City council, and which includes the International Building Code, the International Residential Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Property Maintenance Code and the International Fire Code.

Mechanical code. The International Mechanical Code, promulgated by the International Code Council, as adopted and as amended by the City council.

Donation Box. Any drop-off box, container, trailer or other receptacle that is intended for use as a collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, household items, or other salvageable items of personal property.

Easement. An acquired privilege or right-of-way use which one person, business, entity and/or public agency has across, over or under land of another person, business, entity and/or public agency.

Fluorescent. A color that appears very bright, vivid, or glowing to the human eye.

Front Side. The side of a donation box that contains the opening that allows the depositing of donated items.

GPS. Global positioning system.

Home Occupation. For the purpose of this ordinance this term means an incidental use of a dwelling unit (not an accessory structure) for gainful employment, involving the provision of limited goods and/or services.

Household items. Furniture, furnishings, appliances and personal effects that are typically found in a home

Improved Surface. A surface area providing a stable base in an area not subject to water run-off and/or flooding.

Inoperable motor vehicle. A motor vehicle that is not in operating condition because it is wrecked, dismantled, partially dismantled, dilapidated, or has one (1) or more flat tires.

Motor vehicle. A vehicle that is self-propelled.

Motor vehicle collector. A person who owns one or more antique or special interest vehicles and acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Open and vacant structure. A structure that is, regardless of its structural condition:

- (1) Unoccupied by its owners, lessees or other invitees; and
- (2) Unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered by children.

Operable. Capable of being put into and ready for service and usable for a specific purpose for which it was intended.

Outside Display. The display, outside of a structure, of objects, items, products, or other merchandise that is intended and available for immediate sale, rental, or special order.

Outside Storage. The storage, collection, or safekeeping of any goods, materials, products, appliances, equipment, or containers that are not enclosed by a structure with walls on all four (4) sides and a roof. Outside storage does not include moveable toys such as tricycles or pedal cars.

Owner. Any person or entity shown as the property owner on the latest property tax assessment rolls or any person having any legal or equitable interest in the property, including any agent who is responsible for managing, leasing or operating the property and including any tenant.

Perimeter fence. An enclosure used as a boundary or means of providing protection, confinement, or privacy and is located along the limits of the developed area and is adjacent to an alley, utility easement, or right-of-way.

Person. Includes an individual, sole proprietorship, corporation, association, nonprofit corporation, partnership, joint venture, a limited liability company, estate, trust, public or private organization, or any other legal entity.

Plumbing code. The International Plumbing Code and the International Fuel Gas Code, promulgated by the International Code Council, as adopted and as amended by the City council.

PODS. An acronym and common name for portable on demand storage units.

Portable on Demand Storage Unit. Any box-like container transported by truck, tractor or other vehicle for movement from place to place when used for a temporary storage device. The storage capacity would be more than 216 cubic feet and normally would be stored off-site.

Property. All privately owned, occupied or unoccupied land, structure, facility, or premises, including vacant land, and/or a structure designed or used for residential, commercial, business, industrial or religious purposes. The term "property" shall also include, but not be limited to, a yard, ground, wall, driveway, fence, porch, steps or other structure appurtenant to the property.

Right-of-way. The right of passage acquired for or by the public through dedication, purchase or condemnation and intended to provide pedestrian and vehicular access to abutting lots, tracts or areas which may also be used for utilities and to provide for drainageways.

Sight Barrier Fence. A fence built of materials and constructed in such a way that objects placed behind the fence cannot be seen from the opposite side of the fence. Sight barrier fencing must meet city specifications and be approved by the city building inspector.

Stagnant water. Any condition that exists in water and is characterized by bacterial growth, algae, insect infestation, the remains of litter, trash, debris, garbage, refuse, rubbish, or any other foreign matter which, because of its nature or location, constitutes an unhealthy, unsafe, or unsightly condition.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner and any portion.

Structure, accessory. Any structure on the same lot with, and is incidental and subordinate to, the principal structure. Flatwork, in-ground swimming pools and fences or walls used as fences are excluded. “

Temporary carport or auto shade cover. A structure that is not permanently secured below grade or which has a non-rigid top material used for the purpose of providing shade, shelter, and/or weather protection for automobiles, trucks, recreational vehicles, boats, and similar vehicles.

Tenant. A person, corporation, partnership or group occupying a building or portion thereof as a unit under an arrangement of rent.

Vacant. There is an absence of any activity by the owner, a tenant, or a licensee related to residency, work, trade, business, leisure, or recreation.

Vehicle. A device in or by which a person or personal property is or may be transported or drawn on a public highway, or on any waterway, and shall include all motor vehicles, trailers, campers, camper shells, wheeled towing frames, recreational vehicles, truck-tractors, travel trailers, self-propelled farm equipment, motor-boats or boat trailers. For the purposes of this chapter, "vehicles" shall not include non-motorized bicycles, skateboards, roller skates, or any other non-motorized toy vehicle.

Visibility triangle. The triangular sight area from the corner of converging streets to a distance of twenty-five (25) feet along each street with the triangle completed by drawing a line through the property from both twenty-five (25) foot points on the converging streets.

Workmanlike. Skillful, masterly, careful, thorough, adept and proficient manual, industrial or artisan work executed to be generally plumb, level, square, in line, undamaged and without marring adjacent work.

Add 8.101.1

8.101.1 For purposes of this article, “junked vehicle” includes a motor vehicle, aircraft, or watercraft.

This subsection applies only to:

- (1) A motor vehicle that displays an expired license plate or does not display a license plate;
- (2) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. part 47; or

(3) A watercraft that does not have lawfully on board an unexpired certificate of number and is not a watercraft described by section 31.055, Texas Parks and Wildlife Code.

Replace 8.102 with below

8.102 Inoperable vehicles, inoperable motor vehicles, junked vehicles declared public nuisance; maintaining public nuisance prohibited.

(1) An inoperable vehicle, inoperable motor vehicle, or junked vehicle that is visible from any right-of-way or adjacent property and/or is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates a fire hazard, is an attractive nuisance creating a hazard to the health and safety of minors, or produces urban blight adverse to the maintenance and continuing development of the city, is declared to be a public nuisance.

(2) It shall be unlawful for any person, owner, agent, occupant or anyone having supervision or control of any real property within the city to maintain a public nuisance as determined under this section.

(3) It shall be unlawful for any person, owner, agent, occupant or anyone having supervision or control of any real property within the city to have more than one (1) inoperable vehicle, inoperable motor vehicle, or junked vehicle upon their property. This subsection shall not apply to auto sales lots, vehicle repair businesses, and salvage yards as long as all inoperable and junked vehicles on these properties shall be kept in compliance with subsections (d), (e), (f), and (g).

(4) Any inoperable vehicle, inoperable motor vehicle, or junked vehicle shall be screened from any right-of-way or adjacent property by means of a solid opaque fence or shall be enclosed within a building. In no case shall any cover placed over an inoperable vehicle, inoperable motor vehicle, or junked vehicle constitute adequate screening.

(5) Vehicle repair businesses may have up to five (5) inoperable vehicles, inoperable motor vehicles, or junked vehicles legally parked on the business property which are not screened from public view regardless of whether the vehicles are currently registered and inspected, provided that the vehicles are not wrecked, dismantled, partially dismantled, dilapidated, have broken window glass, or have one (1) or more flat tires.

(6) Auto sales lots are exempt from subsection (d) when operating in compliance with all state laws and any other city ordinances regulating auto sales, and which are not displaying vehicles that are wrecked, dismantled, partially dismantled, dilapidated, have broken window glass, or have one (1) or more flat tires.

(7) Vehicle repair businesses may not maintain inoperable or junked vehicles on their property in excess of one hundred twenty (120) consecutive days. The vehicles on the property must be on the property for the purpose of repair. Additionally, a current, valid

work order must be maintained for every vehicle. A current, valid work order is a work order that is one hundred twenty (120) days old or less.

(8) It shall be presumed that a vehicle that is not demonstrated to be operable upon request of the designated city official is an inoperable vehicle.

(9) An inoperable motor vehicle that remains inoperable for more than thirty (30) consecutive days becomes a junked vehicle.

(10) At no time shall a tarp or any cover not designed to cover a motor vehicle or vehicle be used as a cover for an operable motor vehicle or operable vehicle.

Replace 8.103 with below

Sec 8.103 Procedures for abating nuisance.

(1) The city may abate and remove a junked vehicle or a part of a junked vehicle as a public nuisance from private property, public property or public rights-of-way as provided in this section.

(2) For such nuisance on private property, the city shall give not less than ten (10) days' notice stating the nature of the public nuisance on private property, that it must be removed and abated within ten (10) days and that a request for a hearing must be made before expiration of the ten-day period. The notice shall be mailed, by certified mail with a five-day return requested, to the last known registered owner of the junked motor vehicle, any lienholder of record and the owner or occupant of the private premises on which the public nuisance exists. If any notice is returned undelivered by the United States Postal Service, official action to abate the nuisance shall be continued to a date not less than 10 days after the date of the return.

(3) For such nuisance on public property, the city shall give not less than ten (10) days' notice, stating the nature of the public nuisance on public property or on a public right-of-way, that the nuisance must be removed and abated within ten (10) days. The notice shall be mailed, by certified mail with a five-day return requested, to the last known registered owner of the junked motor vehicle, any lienholder of record and the owner or occupant of the public premises or to the owner or occupant of the premises adjacent to the public right-of-way on which the public nuisance exists. If the notice is returned undelivered by the United States Postal Service, official action to abate the nuisance shall be continued to a date not less than ten (10) days after the date of the return.

(4) Notice shall be given to the Texas Department of Transportation not later than the fifth day after the date of removal. The notice shall identify the vehicle or vehicle part. The department shall immediately cancel the certificate of title to the vehicle pursuant to the Certificate of Title Act, V.T.C.A. Transportation Code ch. 501.

(5) The procedures in this section shall not apply to a vehicle or vehicle part that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, a vehicle or vehicle part that is stored or parked

in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard or an unlicensed, operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

Add below 8.109

8.109 Disposal of junked vehicles.

A junked vehicle or vehicle part may be disposed of by removal to a scrapyard, demolisher or any suitable site operated by the city for processing as scrap or salvage. The city may transfer the vehicle or vehicle parts to a disposal site if the disposal is only as scrap or salvage.

Add 8.110

8.110 Enforcement.

The code enforcement officer may enter private property as authorized by law for the purposes specified in the procedures to examine a vehicle or vehicle part, obtain information as to the identity of the vehicle and remove or cause the removal of a vehicle or vehicle part that constitutes a nuisance: 1) with consent of the owner or person in control of the property; 2) with a valid warrant issued by a magistrate; or 3) when the private property is open to the public.

Add 8.111

8.111 Fence Maintenance.

Maintenance of perimeter fences.

- (1) An owner shall maintain all perimeter fences in sound structural condition.
- (2) All perimeter fences, including those existing prior to the adoption of this Article, shall be maintained at all times in a state of good repair with no broken, loose, damaged, removed or missing parts, and in safe and secure condition with all braces, bolts, nails, supporting frame and fastenings free from deterioration, termite infestation, rot, rust or loosening, and able to withstand the wind pressure for which they were designed.
- (3) Perimeter fences shall not lean at an angle from the vertical plane any greater than five (5) degrees.
- (4) Perimeter fence repairs shall be made using the same material, or a very similar material with comparable composition, color, size, shape, and quality of the original fence to which the repair is being made.

(5) All areas between the fence or wall and the back of the curb, the edge of the street, or any adjacent property shall be maintained in a manner that is clear of trash and debris and high grass and weeds at all times.

(6) It is a defense to prosecution under subsection (a), if an owner completely removes a fence which was in disrepair, provided that the owner is not required to keep a fence pursuant to any other law or regulation.

(7) All non-perimeter fences that can be viewed from a public right-of-way and whose ownership has been clearly determined must comply with the provisions as outlined for perimeter fences in subsections (a) through (f) above.

Add 8.112

8.112 Outside Storage

Outside storage

(1) In addition to complying with EPA regulations, the International Fire Code, and all other applicable rules and regulations, outside storage for a residential use property shall comply with the following:

(a) Shall not be located in any portion of the front yard and shall be screened from public view at all times.

(b) Screening shall be of natural vegetation or Sight Barrier Fence designed according to Code of Ordinances Article 3.2000. Fence materials and vegetation shall be maintained in a state of good repair at all times.

(c) At no time shall a tarp of any kind be used for screening.

(d) Moveable toys such as tricycles, pedal cars and basketball goals, shall be exempt from the screening requirements.

(2) It shall be unlawful for any person to maintain, conduct, allow, or permit any outside storage of any of the following items on any property except as otherwise provided herein:

(a) Building materials, whether new, used, reclaimed, or reused.

(b) Supplies, materials, or other items associated with a home occupation;

(c) Equipment, tools, supplies, materials, or other items not typically associated with a residential use or activity;

(d) Chemicals (including pool or spa chemicals), bagged or boxed fertilizer, pre-emergent, or other organic or synthetic substances used for landscaping purposes;

(e) Furniture, including, but not limited to, couches, chairs, shelves, tables, dressers, or other similar items, which furniture is designed or intended by the

manufacturer for indoor use and constructed of polished wood or wood veneer, cloth, or any other material not specifically designed or intended for outdoor use;

(f) Appliances not designed for outdoor use, including, but not limited to, refrigerators, freezers, ovens, ranges, dishwashers, clothes washing machines or dryers, or other household or similar appliances primarily designed or intended for indoor use;

(g) Building fixtures not designed for outdoor use, including, but not limited to, bathtubs, commodes, sinks, hot water heaters, or other building fixtures primarily designed or intended for indoor use;

(h) Spa and pool equipment designed for outdoor use but not installed, including, but not limited to, hot tubs, Jacuzzis, swimming pools, or other similar equipment primarily designed or intended for outdoor use;

(i) Play equipment including, but not limited to, play structures, trampolines, pools, swing sets, slides, see-saws, exercise equipment, and other recreational equipment that is intended by the manufacturer to remain in a stationary location on any portion of a lot other than entirely within the side yard or rear yard of the lot.

(j) Barbeque grills or other similar outdoor cooking equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot;

(k) Lawn maintenance equipment on any portion of a lot other than entirely within the side yard or rear yard of the lot;

(l) Motor vehicle parts and/or accessories including, but not limited to, engines, transmissions, electrical parts, suspension parts, vehicle body parts, batteries, tires, wheels, hubcaps, and other motor vehicle parts; or

(m) Firewood on any portion of the front or side yard that is not screened from public view.

(3) It is an affirmative defense to prosecution that the following items are maintained in good repair, are for residential use, and are not a nuisance to the public:

(a) Storage, collection, or safekeeping in a carport of:

i. Motorized lawn equipment;

ii. Storage containers, if stored and maintained in an orderly manner against a permanent wall; or

iii. Household and yard tools, and household cleaning implements, if stored and maintained in an orderly manner against a permanent wall.

(b) A washer or dryer that is connected and regularly used where the only washer or dryer connection is located under a carport or breezeway.

(c) Furniture designed for outdoor use and that such furniture is in good condition and is not deteriorated.

(d) Building materials that are temporarily stored in a workmanlike manner as part of and in conjunction with, an active building permit;

(4) Commercial, industrial, or properties zoned that allow land use other than residential use shall conform to the following Outside Storage requirements:

(a) Screening. All outdoor storage shall be screened from public view at all times by a permanently maintained solid fence at least six (6) feet in height along any side of the property. Fencing for this purpose shall be designed according to Article 3.2000.

(b) Location. Outdoor storage shall not be located in any required setback area; shall not obstruct or eliminate any required parking or loading space, required lighting, sidewalk, pathway, building exit, access drive, or fire lane; or occupy any street right-of-way. No items shall be stored in any part of a fire lane, required parking space, maneuvering lane, public right-of-way, or visibility triangle.

(c) Type of Materials. Storage shall be limited to goods and materials customarily stored outside and resistant to damage and deterioration from exposure to the elements.

(5) Residential properties with homesteads that exceed two (2) acres may have operable agricultural equipment, two (2) of which may be trailers and must be located one hundred fifty (150) feet from the street and adjacent properties and behind the front building line. Additionally, the agricultural equipment may not be parked on any easement or right-of-way. Agricultural equipment is equipment used for farming operations that is currently operable and is not required to be registered by the State of Texas.

(6) It shall be unlawful to use a vehicle for living or sleeping quarters, or for the storage of trash, debris or personal property not normally associated with the vehicle.

Add 8.113

8.113 Temporary Storage Containers and Other Portable Storage Uses

Permit Required

(1) Residential Zoning District

- (a) Three permits per calendar year with a maximum of 30 days per permit.
- (b) One POD per permit
- (c) No waiting period between permits
- (d) Multiple permits at one time allowed

(2) Commercial Zoning District

- (a) One permit per calendar year
 - (b) One Permit is valid for any number of PODS
- (3) Temporary Storage Containers and Other Portable Storage Units.
- (a) Temporary storage containers and other portable storage units shall be located on an improved surface, but may not be located in any part of a fire lane, required parking space, maneuvering lane, public right-of-way, or visibility triangle.
 - (b) The property where the temporary storage container or other portable storage unit is located shall contain a principal structure, and the storage container or other portable storage unit will be considered accessory to the principal structure.
 - (c) Storage containers and other portable storage units shall not be permitted other than the provisions included in this ordinance.

Add 8.114

8.114 Temporary Carport

Temporary carports and/or auto shade covers prohibited.

The use of temporary carports and/or auto shade covers are expressly forbidden in both residential and commercial districts in the city with exceptions for licensed car dealerships, car washes, and auto detailers whose structures are in compliance with other city ordinances and laws.

Add 8.115

8.115 Outside Display

Outside displays of merchandise shall comply with the following criteria:

- (1) Shall be arranged in an orderly manner and is part of the merchandise of an authorized retail business that is located in zoning districts that allow retail sale.
- (2) In the immediate vicinity of the storefront, may not project out to such an extent that the display interferes with pedestrian or vehicular traffic, and may not be left out during hours when the store is closed
- (3) Shall not be displayed in a manner that creates an unsafe condition or obscures any sight visibility line or sight visibility triangles.
- (4) Shall not be located on any public property; within a public easement; within a designated fire lane; within any required parking spaces; or located so as to obstruct safe vehicular or pedestrian passage, ingress, or egress.
- (5) Shall be maintained so as to not become a nuisance to the public or any adjoining property.

Add 8.116

8.116 Home Occupations

Such home occupations are permitted as an accessory use in the residential district and are subject to the requirements of that district in which the use is located.

(1) Purpose and intent.

- (a) Protect residential areas from adverse impact of activities associated with home occupations.
- (b) Permit residents of the community a reasonable choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
- (c) Establish criteria and development standards for home occupations conducted in dwelling units.

(2) The following provisions apply to home occupations:

(a) Dwelling

- i. A home occupation shall be permitted only when it is an accessory use to a detached single-family dwelling unit.
- ii. A home occupation shall not involve any external structural alteration of the single-family dwelling unit.

(b) Employees

- i. Only one (1) employee other than occupants of the residence may be employed in the home occupation. A person who receives a wage, salary or percentage of the profits directly related to the home occupation shall be considered an employee for the purposes of this Subchapter, provided that this definition shall not include the coordination or supervision of employees who do not regularly visit the dwelling for purposes related to the business.

(c) External Display of Products

- i. There shall be no external display of products or any other externally visible evidence whatsoever of the occupation, business or profession. There shall be no exterior indication of the home occupation or variation from the residential character of the principal building and accessory buildings.

(d) Outdoor Storage

- i. A home occupation shall be carried on wholly within the principal building and/or accessory buildings on the site so long as all other requirements herein are met.

ii. Storage of goods, materials, or products connected with a home occupation may be allowed in accessory buildings or garages, attached or detached, as long as the goods, materials, or products are not hazardous.

iii. No outdoor storage of materials, goods, supplies, or equipment shall be allowed.

(e) Signage

i. A person who engages in a home occupation shall not place an advertisement, sign, or display on or off the premises.

(f) Customers

i. A home occupation shall not involve more than four (4) patrons on the premises at one time.

(g) Outdoor Activities

i. Any outdoor activities associated with a home occupation shall be screened from the neighboring property by a solid fence of at least six (6) feet in height.

(h) Product Sales

i. Retail sales shall be prohibited on the premises except for the retail sales of products and goods produced and fabricated on the premises as a result of the home occupation.

(i) Definition of "On the Premises"

i. "On the premises," as it pertains to home occupations, shall be defined as the single-family dwelling unit plus the lot on which such structure is located.

(j). Nuisance

i. A home occupation shall produce no offensive noise, vibration, smoke, electrical interference, dirt, odors or heat in excess of those normally found in residential areas.

ii. No toxic, explosive, flammable, combustible, corrosive, radioactive, or other hazardous materials shall be used or stored on the site for business purposes.

(k) Prohibited Equipment and Materials

i. There shall be no chemical, mechanical, or electrical equipment on the premises except a type that is similar in character to that normally used for

purely domestic or household mechanical equipment as for hobby purposes in conjunction with the home occupation.

(1) Parking and Business-Related Vehicles (vehicles either marked or equipped commercially)

- i. No on-street parking of home occupation business-related vehicles shall be permitted at any time. No business vehicles larger than a van, panel truck, or pickup truck shall be permitted to park overnight on the premises. The number of business-related vehicles shall be limited to one (1).

(3) Allowable Home Occupations

The following uses are allowable as home occupations without the approval of a Special Use Permit:

- (a) Registered Family Homes (in-home childcare) or Adult Day Care, but not more than six (6) children or adults at a time, including the caregiver's own preschool-aged children or adult family member.
- (b) Tutoring of all types but limited to four (4) pupils at one time.
 - i. Arts and crafts.
 - ii. Small appliance repair.
 - iii. Contractor offices (i.e., painting, cleaning, yard maintenance, building).
 - iv. Attorneys.
 - v. Accountants.
 - vi. Real estate agents.
 - vii. Insurance agents.
 - viii. Counselors, psychological therapists.
 - vx. Tailor.
- (c) Chimney Cleaning.
- (d) Home marketing, mail-order products or services, and e-mail.
- (e) Laundering services.
- (f) Registered massage therapists.
- (g) Online retail business.
- (h) Any use determined by the Director to be an Allowable Home Occupation.

(4) Home Occupations Requiring a Specific Use Permit

The following uses are allowable home occupations with the approval of a Specific Use Permit.

(a) Catering establishments (i.e., business providing contract services consisting of food and banquet preparations prepared internally and delivered to customers off the premises).

(b) Musician's and artist's studio.

(c) Barber and beauty shops, provided that the use is conducted by family members who live in the residence (no outside employees permitted). The business shall consist of no more than one (1) beauty/barber chair, and no more than two (2) customers shall be permitted at one time. Said business shall operate only between the hours of 8:00 a.m. and 8:00 p.m.

(5) Occupations Not Allowed

The following uses are examples of home occupations which are not allowed:

(a) Antique sales.

(b) Medical doctors or any practice of physical and/or medical application, including chiropractors.

(c) Dentists.

(d) Vehicle repair/mechanic's garages and automobile detailing.

(e) Commercial greenhouses or nurseries.

(f) Animal grooming.

Add 8.117

8.117 Stagnant Water

(1) It shall be unlawful and considered a public nuisance for any person owning, leasing or occupying real property, within the limits of the City of Sanger, to fail to remove the accumulation or ponding of standing, stagnant, or non-maintained water thereon or permit the same to remain, which may harbor or be a breeding ground for mosquitoes, flies, or other pests, or which may cause a foul odor, or adversely impact the public health and safety by any means. Accumulations or ponding of water shall not exceed a forty-eight-hour period under normal rainfall conditions as described by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration National Weather Service (NOAA).

(2) A finding by a Code Enforcement Officer of the City of Sanger shall constitute prima-facie evidence that standing, stagnant, or non-maintained water is conducive to the breeding or harboring of mosquitoes or other insects. Potential tools to make this finding may include measures of water turbidity, the presence of excessive organic matter in the water, the presence of foul odors, visually apparent algal growth, or the presence of mosquitoes, flies, or other pests. The presence of mosquito larva is not required for standing, stagnant, or non-maintained water to be classified as a public nuisance.

(3) It shall be unlawful for any person, owner, agent, occupant, or anyone having supervision or control of any real property within the city to maintain a public nuisance as defined in section 6.101 of the City of Sanger Code of Ordinances.

(4) It shall be the duty of said persons to abate nuisances described in this article by:

(a) Draining, filling or re-grading any lots, ground, or yards which have standing or stagnant water thereon; or

(b) Treating the area with material, either natural or manmade that will eliminate any offensive odor and render the area harmless to the public health and eliminate the potential breeding ground for mosquitoes, flies, or other pests.

(5) It shall be the duty of said persons to maintain items that are capable of collecting water, including but not limited to birdbaths, fountains, reflecting pools or ponds, private or semi-private swimming pools or other items so that they cannot harbor or be a breeding ground for mosquitoes, flies, or other pests or which may adversely impact the public health and safety or create an odor nuisance.

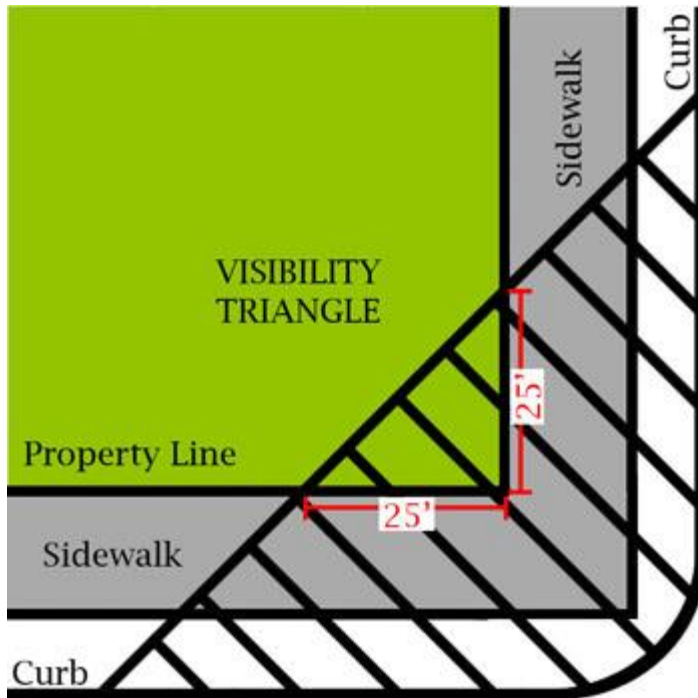
Add 8.118

8.118 Visibility Triangle

Visibility at Intersections

(1) Applicability. On a corner lot or a lot with a driveway, no use, structure, or plant material, such as off-street parking spaces, fences, signs, berms, hedges, or planting of shrubs shall be free of any structures or landscape elements over twenty-four (24) inches in height, shall be maintained at street intersections and driveways.

(a) Intersection of Streets. The triangular area formed by the intersection of the street right-of-way lines and a line connecting two (2) points which are located on those intersecting right-of-way lines 25 feet from the point of the intersection of the right of way lines.



Add 8.119

8.119 Donation Box

Applicability

The requirements of this section shall apply to all donation boxes regardless of whether said boxes were placed prior to the effective date of these regulations. No previously placed donation boxes shall be granted any legally non-conforming rights under this Chapter or any other chapter of the Code of the City of Sanger, Texas, as amended.

Donation Box – General Provisions

- (1) The storage of donated materials, goods, supplies shall occur only within the permitted donation box. Donated items shall not be stored outside of the permitted donation box.
- (2) A donation box shall not be used for the donation and collection of hazardous chemicals, mechanical equipment, or electrical equipment.
- (3) Any donation box located within the jurisdiction of the City of Sanger that does not have a current, valid permit shall be subject to impoundment by the City. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(4) Donation boxes shall only be permitted to be placed on real property located within the following zoning use districts in Article 14 of the Sanger Zoning Ordinance:

- (a) Business District - 1
- (b) Business District - 2
- (c) Central Business District
- (d) Industrial District, Light
- (e) Industrial District, Heavy
- (f) Planned Development District

Donation boxes may also be permitted on real property zoned Planned Development with the above-referenced underlying zoning use districts. Donation boxes shall not be permitted to be placed on real property located within any other zoning use districts.

Donation boxes are allowed on School and Church property, in any zoning district with approved permit.

Donation Box Permit and Decal Required

It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the City of Sanger, to authorize or allow any donation box to be placed on or remain on such real property without a valid permit decal in compliance with the provisions of this Article.

Permit Requirements

(1) Permit and decal required. A permit and corresponding decal to allow a donation box to be placed and used at a designated location shall be issued by the Administrator within sixty (60) days of receipt of a completed application after determining that all the requirements of this Section are satisfied.

(2) Authorization for use. A written authorization allowing the donation box on the property shall be required from the real property owner, lessee, or property manager.

(3) Requirement to keep clean. A permit holder shall be responsible for collecting the contents of the donation box to prevent overflow and littering. A permit holder shall keep the real property situated within 25 feet of the location of a donation box clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories, or excess donations. A permit holder that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the permit holder, the permit holder shall have 48 hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. A permit holder who is issued a citation within the one-year term of a donation box permit is subject to revocation of the associated donation box permit.

(4) Number of Boxes Allowed. No more than one (1) donation box may be permitted for placement on any one lot. In the case of a shopping center or office development that consists of multiple platted lots, the Administrator shall treat the shopping center or office development as if it is only one contiguous lot.

(5) Maximum Size of the Box. No donation box shall exceed 120 cubic feet in size.

(6) Construction Material for the Box. Each donation box shall be constructed from metal material to prevent high winds from toppling and/or moving the donation box and to reduce the potential of arson or graffiti.

(7) Color of the Box. Each donation box shall be painted one solid color. Trade dress color schemes or corporate logos will be allowed. No fluorescent colors shall be used for a donation box or its associated signage.

(8) GPS Coordinates. No donation box shall be permitted without a valid set of GPS coordinates identifying the placement location of the donation box.

(9) Placement on Site. No donation box shall be permitted within any right-of-way, the row of parking adjacent to street right-of-way unless an existing landscape setback is present in good condition. If there is no existing landscape setback, a donation box shall not be placed less than 40 feet from the adjacent street right-of-way. Donation boxes shall be located on an improved surface, but may not be located in any part of a public easement, fire lane, required parking space, maneuvering lane, public right-of-way, or Vision Clearance Area.

(10) Notice to donators. Each donation box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation box. The size of lettering for the notice shall not be less than one-half inch in height.

(11) Contact information. The permit holder placing or maintaining the donation box shall display current contact information including street address and phone number on the donation box. Said information must be readable and clearly visible to the public from the front side of the box. The size of lettering for the contact information shall not be less than one-half inch in height.

Applications for Permits

(1) Applicants for permits under this Article shall file a written, sworn application with the Administrator. The application shall include the written authorization of the property owner, lessee, or property manager allowing the donation box on the property. A site plan depicting the exact proposed location (with GPS coordinates indicated) of the donation box shall be submitted with each application.

(2) A separate permit and application shall be required for each donation box regardless of the ownership thereof. Permits issued under the provisions of this Article shall be valid only at the address and GPS coordinates stated on the permit.

(3) An annual permit fee for each donation box shall be required. All permits shall expire on the one-year anniversary of the date of issuance.

(4) Any person denied a permit shall have the right to appeal such action in accordance with the provisions of the Administrative Appeals of Denial or Revocation of Permit Section of this Chapter.

Transfer of permit prohibited

No permit issued under the provisions of this Article shall be transferrable. The authority a permit confers is conferred only on the permit holder named therein.

Maintenance and Upkeep

(1) The permit holder and the real property owner shall be held jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the donation box and clean up and removal of any donations left on the property outside of the donation box.

(2) The City shall have the authority to abate any property in violation of this article that is deemed a public nuisance under the procedures contained in Sanger City ordinance Sec. 6.102. This provision does not exclude or limit the use of any other provision in this Chapter, the Sanger City Code, or the laws of the State of Texas.

(3) The visual and structural integrity of the donation box must be maintained continuously.

(4) The placement of the donation box shall not impede traffic nor visually impair any motor vehicle operation within a parking lot, driveway or street.

(5) The donation box shall not be located in a required landscape or building setback, drainage easement, floodplain, driveway, right-of-way, utility easement or fire lane.

(6) At least one (1) stacking or parking space must be provided for use of persons accessing the donation box.

(7) The donation box must not be located in, or block public access to, any required off-street parking spaces, access easements, or stacking lanes serving a structure on the property, fire lane, or fire hydrant.

(8) The current permit decal for the specific donation box must be affixed and displayed at all times on the outside of the donation box on the front side.

(9) The donation box shall only be used for the solicitation and collection of clothing and household items. All donation materials must fit into and be placed inside the donation box. The collection or storage of any materials outside the container is strictly prohibited.

(10) No donation box shall be permitted to be placed or remain placed within 200 feet from a residential dwelling use district. Said distance shall be measured from a donation box to a residential lot line.

(11) The donation box shall be continuously maintained in compliance with all requirements imposed by Permit Requirements.

Revocation of permit

(1) Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has

- (a) received a citation for a violation of this Chapter or any other provision of this Code of Ordinances within the preceding 12-month time period or
- (b) has knowingly made a false material statement in the application or
- (c) has otherwise become disqualified for the issuance of a permit under the terms of this Article.

(2) Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, ten (10) days from the date of mailing.

(3) Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal.

(4) Removal of Box; Impoundment. Upon finalization of any revocation, the permit holder shall remove said donation box no later than ten (10) days after said final decision. Upon expiration of this 10-day grace period, the donation box shall acquire noncompliant status and be subject to immediate impoundment without further notice. Any donation box impounded by the City shall be released to the owner upon payment of all applicable impoundment and storage fees. If a donation box is impounded for longer than ten calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

(5) One-Year Waiting Period. In the event the permit of any permit holder is revoked by the Administrator, no second or additional permit shall be issued to such person within one year of the date such permit was revoked.

Fees

All fees established by this Chapter shall be in an amount set by the City Council and located in Appendix A Master Fee Schedule.

Administrative Appeals of Denial or Revocation of Permit

(1) Upon denial or revocation of a permit for a donation box, the Administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. The applicant or permit holder shall file a

written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

(2) The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the Administrator.

(3) The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the recorded evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

(4) After such hearing, an applicant that has had a permit denied or revoked by the Administrator may appeal to the City Appeal Officer designated by the City Manager to hear such appeals.

(5) An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

Appeals of Administrator Decision

(1) All appeals to the City Appeal Officer must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with Administrative Appeals of Denial or Revocation of Permit above.

(2) The City Appeal Officer shall schedule the appeal hearing for no less than twenty (20) days from receipt of the appellant's appeal.

(3) If the City Appeal Officer finds by preponderance of the evidence that the denial or revocation of the donation box permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer shall affirm the denial or revocation of appellant's donation box application or permit.

(4) The City Appeal Officer may consider any or all of the following factors when reaching a decision on the merits of the appeal:

- (a) The number of violations, convictions, or liability findings;
- (b) The number of previous revocations;
- (c) The number of repeat violations at the same location;
- (d) The degree to which previous violations endangered the public health, safety or welfare; or
- (e) Any pending action or investigation by another agency.

(5) After the hearing, the City Appeal Officer shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

(6) The City Appeal Officer may affirm or reverse the denial or revocation of the donation box permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new donation box permit sooner than one year after the date of the order. If reversed, the donation box permit shall be reinstated immediately (in the case of a revocation) or within three (3) business days (in the case of a denial).

(7) The determination of the City Appeal Officer shall be final on the date the order is signed.

(8) An appeal to the City Appeal Officer does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Appeal Officer.

Offense/Penalty

(1) A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a Class C misdemeanor punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Each day the violation continues shall be a separate offense.

(2) A culpable mental state is not required for the commission of an offense under this Chapter.

(3) Nothing in this Chapter shall limit the remedies available to the City in seeking to enforce the provisions of this Chapter.

(4) All other legal remedies are reserved by the City if necessary to enforce the provisions of this Chapter. This shall be in addition to, and not in lieu of, the criminal penalties provided for in this Chapter.

(5) If a landowner or operator fails to abate a violation of the regulations within 10 days of notice, then the city shall be authorized to carry out the abatement, to assess its expenses including applicable overhead related to the abatement and place a lien on the donation box or any real property on which the donation box was unlawfully placed.

(6) If determined by the city that any violation is likely to have an immediate adverse effect upon the public health or safety, then the city may order such violation to be summarily abated and lien for the city expenses related to the abatement shall be assessed.

(7) If a landowner or operator fails to abate a violation of the regulations within 10 days of notice, then the city shall be authorized to carry out the abatement, to assess its expenses including applicable overhead related to the abatement and place a lien on the donation box or any real property on which the donation box was unlawfully placed.

(8) If determined by the city that any violation is likely to have an immediate adverse effect upon the public health or safety, then the city may order such violation to be summarily abated and lien for the city expenses related to the abatement shall be assessed

Add Article 8.200

8.200 Dangerous Buildings

8.201 SUBSTANDARD BUILDINGS

(1) This article is established pursuant to V.T.C.A. Local Government Code § 214.001, et seq., as subsequently amended, and as otherwise provided by state law or municipal home rule authority and shall be known as the "Substandard Buildings Code".

(2) The purpose of this article is to preserve and protect the health, safety and welfare of the citizens of the City, by establishing minimum standards for the construction, use, maintenance and occupancy of all structures, regardless of the date of construction, within the City limits; establishing minimum standards governing utilities, facilities, and other physical components and conditions essential to make all buildings and structures safe, sanitary and fit for human habitation; fixing certain responsibilities and duties of owners, operators, agents and occupants of all buildings; authorizing and establishing procedures for the inspection of all buildings unfit for human use, occupancy and habitation; establishing procedures for the determination of whether a building complies with the standards established; including provisions for notice and a public hearing; providing for assessment, a method of notifying the owner of assessment, and a method of recovering expenses incurred by the City in vacating, securing, removing, repairing or demolishing a substandard structure; and providing civil and criminal penalties for the violation of the provisions of this article. This article is hereby declared to be remedial and essential to the public interest, and it is intended that this article be liberally construed to effectuate the purposes stated above.

Add 8.202

8.202 Substandard buildings; definition and intent.

(1) Generally. Any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or any nonresidential use, or the premises on which the same is located, in which exists any conditions which endanger the life, limb, health, property, safety or welfare of the public or of the occupants thereof, shall be deemed and hereby is declared to be a substandard building.

(2) Intent. The City hereby declares every substandard building or structure as herein defined to be a public nuisance, and subject to repair, vacation or demolition to abate such nuisance as herein provided in order to protect the health, safety and welfare of the public and of the occupants.

Add 8.203

8.203 Scope.

(1) Application.

(a) The provisions of this article shall apply to all buildings, structures or portions thereof used, or designed, or intended to be used or occupied. Such uses or occupancies in existing buildings may be continued, except such structures as are found to be substandard as defined in this article.

(b) Where any building or portion thereof is used or intended to be used as a combination apartment house-hotel, the provisions of this article shall apply to the separate portions as if they were separate buildings.

(c) Every rooming house, lodging house, apartment, duplex or other multiple-family dwelling, hotel, motel or bed and breakfast establishment shall comply with all of the requirements of this article for dwellings.

(2) Alteration. Existing buildings which are altered or enlarged shall be made to conform to this article insofar as the new work is concerned, and in accordance with the building code.

(3) Relocation. Buildings or structures moved into or within this jurisdiction shall comply with all applicable codes for new buildings and structures.

(4) Remodeling or renovation. All existing buildings or structures that are remodeled or renovated shall comply with all the provisions of the adopted codes insofar as is technically feasible while complying with the intent of the codes as determined by the authority having jurisdiction (AHJ).

Add 8.204

8.204 Technical codes and other ordinances of the City.

The provisions of this code shall not be deemed to repeal by implication any provisions of the International Fire Code, the International Building Code or any other ordinance of the City, and the adoption hereof shall not be deemed to affect or diminish the power or authority of any officer or employee of the City to condemn any building or structure erected or maintained in violation of any provision of the International Fire Code, the International Building Code, or any other ordinance of the City.

Add 8.205

8.205 Cumulative.

The remedies provided herein are not exclusive, but are cumulative of all other remedies provided by law or ordinance.

Add 8.206

8.206 Enforcing officer.

The code enforcement officer of the City is hereby authorized and directed to enforce any and all provisions of this article.

Add 8.207

8.207 Code enforcement officer.

Whenever necessary to make any inspection to enforce any of the provisions of this article, or whenever the code enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition or violation which makes such building or premises unsafe, dangerous or hazardous, the code enforcement officer may enter such building or premises at all reasonable times to inspect the same, or to perform any duty imposed upon the code enforcement officer by this article; provided, that if such building or premises be occupied, he shall first present proper credentials and request entry; and, if such building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge of or control of the building or premises, and request entry. If such entry is refused, the code enforcement officer shall have recourse to every remedy provided by law to secure entry.

Add 8.208

8.208 Owner responsibilities.

(1) Every owner remains liable for violations of duties imposed upon him by this article even though the owner has, by agreement, imposed on the occupant the duty of furnishing required equipment, or of complying with this article.

(2) Every owner or his agent, in addition to being responsible for maintaining his building in a sound structural condition, shall be responsible for keeping that part of the building or premises which he occupies or controls, in a clean, sanitary and safe condition, including the shared or public areas in a building containing two or more dwelling units.

Add 8.209

8.209 Residential minimum standards.

All buildings and portions thereof shall conform to the minimum standards for continued use and occupancy set forth in the International Building Code, the International Residential Code and the International Property Maintenance Code as adopted and amended by the City council. These standards shall include, but not be limited to, the following:

(1) Responsibilities of owner.

(a) Property standards. An owner shall:

(i) Not abandon any real property or premises within the City;

- (ii) Not allow any condition on his property that shall constitute a public or attractive nuisance;
- (iii) Eliminate a hole, excavation, sharp protrusion, and any other object or condition that exists on the land and is reasonably capable of causing injury to a person;
- (iv) Securely cover or close a well, cesspool or cistern;
- (v) Grade and maintain property to prevent erosion of soil;
- (vi) Provide drainage to prevent standing water on the land and in any building, except for approved retention areas and reservoirs;
- (vii) Keep all private sidewalks, walkways, stairs, driveways, parking spaces, and similar areas in a proper state of repair and free from hazardous conditions;
- (viii) Remove dead trees and tree limbs that are reasonably capable of causing injury to a person; and
- (ix) Keep the doors and windows of a vacant structure or vacant portion of a structure securely closed to prevent unauthorized entry pursuant to section 3.09.013(3).

(b) Structural standards. An owner shall:

- (i) Protect the exterior surfaces of a structure that are subject to decay, rust or corrosion by application of paint or other protecting coating;
- (ii) Eliminate all peeling, flaking and chipped paint and apply weather-coating material to all exposed surfaces;
- (iii) Provide and maintain railings for stairs, steps, balconies, porches and elsewhere as specified in the building code;
- (iv) Repair holes, cracks, and other defects reasonably capable of causing injury to a person in stairs, porches, steps, balconies, and elsewhere;
- (v) Repair holes, cracks, breaks, and loose surface materials that are health or safety hazards in all floors, walls, and ceilings;
- (vi) Maintain a structure intended for human occupancy in a weathertight and watertight condition including but not limited to proper waterproofing of walls, roofs, foundations and floors and repair of broken or missing windows and doors;
- (vii) Roof coverings shall not be missing or completely lacking, broken, rotted, split, curled or buckled. The roof, roof coverings and flashing shall

be maintained in a sound and tight state without defects that may admit rain or surface drainage water.”

(viii) Maintain roof drains, gutters, and downspouts in good repair and free from obstructions. Drainage of roofs and paved areas, yards, courts and other open areas shall not be discharged in a manner that creates a public nuisance;

(ix) Maintain floors, walls, ceilings, and all supporting structural members in a sound condition capable of bearing imposed loads safely;

(x) Maintain all exterior doors, door assemblies, and hardware in good condition;

(xi) Repair or replace chimney flue and vent attachments that do not function properly;

(xii) Maintain foundation in good condition:

a. Concrete slabs must be structurally sound;

b. Pier and beam floor joints, floors, and subfloors must be structurally sound, level, and free from decay, rot and termites;

(xiii) Maintain structure so as to prevent general dilapidation due to improper care and maintenance;

(xiv) Premises identification.

(a) The owner of every house and building in the city shall place the street number assigned by the Sanger Development Department in some conspicuous place on or near such house or building so that the number may be plainly seen from the street.

(b) The house numbers shall be at least four (4) inches high and shall be made of some bright metal or material in a color which is in clear contrast with its background.

(xv) Maintain any fence on the property in accordance with the following standards;

a. Maintain any fence so that it is not out of the vertical alignment more than one foot, measured from the top of the fence to grade, on fences in excess of four feet in height, or more than six inches out of vertical [alignment], measured from the top of the fence to grade, for a fence not more than four feet high;

b. Repair or replace rotten, fire damaged, or broken wooden slats and support poles;

c. Repair or replace bent or broken metal posts and torn, cut, or ripped metal fencing materials;

d. Repair or replace loose bricks, stones, rocks, mortar, and similar materials on any masonry wall;

e. All fences enclosing swimming pools, spas, and hot tubs containing more than 24 inches of water shall be surrounded by a fence of not less than six feet above grade. Gates must be kept closed and secured at all times and no existing pool enclosures shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier; and

(xvi) Apply for and obtain all applicable permits from the City prior to the start of any repair, remodel or construction;

(xvii) Meet all applicable standards set by the International Codes adopted in article 3.201 for existing structures and materials.

(c) Utility standards. An owner shall provide and maintain in operating condition in each structure intended for human occupancy:

(i) Connections to a discharge sewage system where applicable;

(ii) A toilet connected to a water source and to a public sewer, where applicable;

(iii) Connections and pipes to supply potable water at adequate pressure;

(iv) A device to supply hot water of a minimum temperature of 110° F;

(v) A kitchen sink, bathtub, toilet or shower, and lavatory connected to a cold and hot water source;

(vi) All plumbing fixtures shall be maintained in a safe, sanitary and functional condition and be free from obstructions, leaks and defects;

(vii) Heating equipment that is capable of maintaining a minimum interior temperature of 68° F from November 1st through April 30th in each habitable room of the structure. Cooking appliances shall not be used to provide space heating to meet these requirements;

(viii) If screens are not provided as required in subsection (1)(D)(ii), refrigerated air equipment capable of maintaining a maximum internal air temperature that is 20° F lower than the outside temperature or 80° F, whichever is warmer, in each habitable room of the structure from May 1st through October 31st;

(ix) Connections for each heating or cooking device, in good repair and working order, that utilizes solid fuel to a chimney or flue;

- (x) Supply lines for electrical service; and
- (xi) Electrical circuits and outlets, in good repair and working order, sufficient to safely carry a load imposed by normal use of appliances and fixtures.

(d) Health standards.

- (i) Eliminate rodents and vermin in or on the land and within the interior of any structure, unless:

- A. The structure was treated to eliminate insects, rodents, and vermin by a person licensed by the Texas Structural Pest Control Act once within the preceding six months; or

- B. Within two weeks prior to the occupancy of any tenant;

- (ii) Provide a structure intended for human occupancy with an approved, tightly fitting screen of not less than 16 mesh per inch (16 mesh per 25 mm), in good condition, for keeping out insects at each opening of the structure if it is not equipped with refrigerated air;

- (iii) Maintain the interior and exterior of a vacant structure or vacant portion of a structure free from rubbish and garbage.

(e) It is a defense of prosecution under this section if:

- (i) Failure to maintain minimum standards in compliance with this article was the direct result of an act of nature or other cause beyond the reasonable control of the owners; and

- (ii) The owner is making a diligent, verifiable repair effort to meet minimum standards.

(2) Responsibilities of occupant. An occupant shall:

- (a) Maintain those portions of the structure and premises under his control free from rubbish, garbage, and other conditions that would encourage infestation of insects, rodents, or vermin except where the infestations are caused by defects in the structure, then the owner shall be responsible for extermination;

- (b) Remove any animal(s) from the structure if the presence of said animal(s) is a health hazard to an occupant; and

- (c) Not alter a structure or its facilities so as to create a nonconformity with this article.

Add 8.210

8.210 Commercial and industrial minimum standards.

All buildings, structures and portions thereof shall conform to the minimum standards for continued use and occupancy set forth in the International Technical Codes, the International Property Maintenance Code and the National Electrical Code as adopted and as amended by the City council.

Add 8.211

8.211 Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building or structure, or cause or permit the same to be done, or exist on any property or premises in violation of this article. Each day a violation of this article occurs is a separate offense and is punishable by a fine of up to \$2000.00.

Add Article 8.300

8.300 SUBSTANDARD STRUCTURE PROGRAM

8.301 Substandard Structure Program.

The substandard structure program is hereby created. The executive official in charge of the program shall be the code official.

8.302 Enforcement.

The code official is hereby authorized and directed to enforce all of the provisions of this article. The code official shall also have the authority to interpret this article and apply such interpretation to provisions of this chapter in the interest of public safety, health and general welfare. The code official shall not have the authority to waive structural or fire performance requirements nor shall he/she make exceptions which clearly violate accepted engineering principles relative to public safety.

(1) The code official shall keep all official records relating to the provisions of this chapter. Such records shall be kept in the official records as long as required by city, state, and/or federal government regulations.

(2) Inspections. The code official shall make, or cause to be made, all of the inspections required to enforce the provisions of this chapter. The code official may accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

(3) Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this article or whenever the code official has reasonable cause to believe that there exists in any structure or upon any premises any condition or violation which makes such structure or premises unsafe, dangerous, or hazardous, the code official, as authorized by law, may enter such structure or premises at all reasonable times to inspect

the same or to perform any duty imposed upon the code official by this article. If such structure or premises is occupied, he shall first present proper credentials and request entry, and if such structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having care or control of the structure or premises and request entry. If such entry is refused, the code official shall have recourse to every remedy provided by law to secure entry.

(4) Responsibilities of owner.

(a) An owner of a property remains liable for violations of this chapter, and the Code regardless of any agreement between the owner and any other party that imposes or attempts to delegate responsibility for the premises to the other party.

(b) The owner of a premises which is substandard or dangerous commits an offense.

(5) Violations. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done or exist on property or premises in violation of this article and other any other adopted codes.

(a) It shall be unlawful for an owner of any premises to be in violation of any provisions of this chapter.

(b) It shall be unlawful for an owner or occupant of a single-family, multi-family, or duplex dwelling to occupy or allow occupation of any structure or building that has been placarded as substandard or dangerous by the city.

(c) It is a violation for any person to deface or remove an official city placard without the approval of the code official.

(d) The code official shall serve a notice of violation or order in accordance with this chapter.

(e) The code official shall issue all necessary notices or orders to ensure compliance with this chapter.

(f) In addition to imposing a criminal penalty, the city shall have the power to enforce any provision of this article, V.T.C.A. Local Government Code Chapter 214, and V.T.C.A. Local Government Code Chapter 54, Subchapters B and C. No enforcement remedy shall be exclusive of any other remedy the city may have under state law or city ordinances.

(h) Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the City Attorney or the Cities legal designee from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

8.303 Buildings declared public nuisances.

All buildings or portions thereof which are determined to be substandard or dangerous as defined in this article are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this article.

8.304 Penalties.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building or structure, or cause or permit the same to be done, or exist on any property or premises in violation of this article. Each day a violation of this article occurs is a separate offense and is punishable by a fine of up to \$2000.00.

8.305 Actions of the code enforcement officer, commencement of proceedings.

(1) Notice of violation. Upon determination of the code enforcement officer that a property is in violation of this article:

(a) A written notice shall be issued to the owner of record. The notice shall contain the following:

(i) The street address or a legal description sufficient for identification of the premises upon which the violation is located;

(ii) A statement that the property was found to be substandard with a concise description of the conditions found rendering the premises substandard under the provisions of this article;

(iii) A statement of the action required to be taken, as determined by the code enforcement officer, which shall contain:

(A) If the property must be repaired, the notice shall state that all required permits be secure therefor and the work physically commenced within such time, not to exceed 30 days, from the date of the order, and be completed within such time as the code enforcement officer determines to be reasonable but not to exceed 60 days;

(B) If the building must be vacated, the notice shall require that the building or structure be vacated within a certain time from the date of the notice that the code enforcement officer determines to be reasonable but not to exceed 30 days;

(C) If the building is found to be 50 percent or more damaged, decayed or deteriorated from its original value or structure and must be demolished, the notice shall require that the structure be vacated within such time as is determined to be reasonable by the

code enforcement officer, not to exceed 60 days from the date of the notice, that all required demolition permits shall be obtained within 60 days of the notice and demolition be completed within such time as determined to be reasonable by the code enforcement officer;

(iv) Statements advising that if any repair or demolition work, without vacation also being required, is not commenced within the specified time, the code enforcement officer may order the building vacated and posted to prevent further occupancy until the work is completed;

(v) Statements advising:

(A) That, unless the building is put in such condition so that it meets minimum standards for continued use, a hearing may be set before the commission to determine whether the building complies with minimum standards. The owner of the property shall also be subject to citations for failure to comply with the order of the officer not to exceed \$2,000.00 per violation per day;

(B) That any person having any record title or legal interest in the premises may appeal the notice or any action of the code enforcement officer to the commission, provided that the appeal is made in writing as provided in this article and filed with the commission within 20 days from the date of the notice; and

(C) Failure to appear will constitute a waiver of all rights to an administrative hearing and determination of the matter.

(b) The notice and amended or supplemental notices shall be issued to the owner of record and any known agents disclosed by public records by:

(i) Personal delivery to the owner or his agent;

(ii) Posting a copy of the notice on or near the front door of the structure; or

(iii) Certified mail, return receipt requested, to:

(A) The owner of the record as determined by the real estate tax record of the local taxing authority;

(B) The holder of any mortgage or deed of trust or other lien or estate, or legal interest of the record in or of the premises; or

(C) To the building or land on which it is located.

(c) If no address of any such person so appears or is not known by the code enforcement officer, then a copy of the notice shall be so mailed, addressed to such person, at the address of the premises involved in the proceedings.

(d) The failure of any person to receive such notice shall not affect the validity of any proceeding taken under this article. Service by certified mail shall be effective on the date of the mailing.

(e) It shall be unlawful for the owner of any building or structure upon whom a compliance order or notice of violation has been served to sell, transfer, mortgage, lease, or otherwise dispose of such premises to another until the provisions of the notice of violation or order have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of the order or notice of violation issued by the officer and shall furnish to the officer a notarized statement from the grantee, transferee, mortgagee, or lessee, acknowledging the receipt of the order or notice and fully accepting the responsibility without condition for making the correction or repairs required by such order or notice.

(2) Appeals.

(a) Any person entitled to service may appeal any notice or any action of the code enforcement officer under this article by filing at the office of the building official a written appeal and a filing fee as determined by the City council and on file in the office of the City secretary.

(b) An application for appeal shall be based on a claim that the true intent of this code or the rules duly adopted thereunder have been incorrectly interpreted, the provision of this code do not apply, or the requirements of this code are adequately satisfied by other means.

(c) The appeal shall be in substantially the following form, but may include other information:

(i) A heading in the words [sic]: "Before the Building and Standards Commission of the City of Sanger, Texas";

(ii) A caption reading "Appeal of _____," giving the names of all appellants participating in the appeal;

(iii) A brief statement setting forth the legal interest of the appellants in the building or land involved in the notice;

(iv) The street address or legal description of the property;

(v) A brief statement in ordinary and concise language of the specific order or action protested, together with material facts claimed to support the contentions of the appellants;

(vi) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed that the protested order should be reversed, modified, or otherwise set aside;

(vii) The signatures of all parties' names as appellants and their official mailing addresses; and

(viii) The verification, by declaration under penalty of perjury, of at least one appellant as to the truth of the matters stated in the appeal.

(d) The appeal shall be filed within 20 days of the date of service of such order or action of the official, provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posed in accordance with this section, such appeal shall be filed within ten days from the date of service of the notice of the officer.

(e) The failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of the right to an administrative hearing and adjudication of the notice or to any portion thereof.

(f) Except for vacation orders, enforcement of any notice of the official issue under this code shall be stayed during the pendency of an appeal which had been properly and timely filed.

(g) Upon the receipt of any appeal filed pursuant to this article and receipt of the filing fee, the appeal shall be presented at the next regular or special meeting of the building and standards commission.

(3) Open and vacant structures.

(a) All vacant structures and premises thereof shall be maintained in a clean, safe and sanitary condition so as to not cause a blighting problem or adversely affect the public health or safety.

(b) Any building found to be, regardless of structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a harborage or could be entered by children is declared to be a hazard to the public's health, safety and welfare.

(c) Upon determination of the official that a structure is both vacant and open to entrance by unauthorized persons:

(i) A notice shall be posted on or near the front door of the structure containing:

(A) An identification of the property;

(B) A statement that the property must be secured within a reasonable time as determined by the official;

(C) A statement that failure by the owner to secure the property will result in closure by the City at the owner's expense;

(D) An explanation that the owner may request a hearing about any matter relating to the securing of the building.

(ii) A copy of the notice will be mailed, return receipt requested, to the owner of record as determined by local tax records if personal service cannot be obtained.

(d) Service of notice for open and vacant structures shall be effective from the date and time of the notice's posting at the premises.

(e) Failure by the owner to adequately secure the property within the allotted time will result in the closure of the property by the City in accordance with section 3.09.021 of this article.

(4) Substandard and dangerous structures.

(a) Whenever the code enforcement officer has inspected or caused to be inspected any building or structure, and has found and determined that such a building is a substandard and dangerous building posing an immediate threat to public welfare and safety, in addition to the issuance of the notice of violation, he shall notify the chairman of the building and standards commission and obtain a date and time for a hearing before the commission to determine whether the building complies with the standards set out in this article.

(b) Report. The code enforcement officer shall prepare a written report of his findings with respect to any substandard structure for which a hearing is scheduled, which shall include a description of the conditions found to render the building substandard, and a recommendation of the action which should be required by the commission.

8.306 Notice of Hearing.

The code enforcement official shall issue a notice of said hearing as follows:

- (1) Form. The notice of hearing shall be in substantially the following form, but may include other information:

"You are hereby notified that [the] Code Enforcement Officer of the City of Sanger, Texas, has made an inspection of the building or structure located on the premises described as: _____

The Code Enforcement Officer has found the building to be substandard and not in compliance with the standards set out in the 2007 Substandard Structure and Dangerous Buildings Code of the City of Sanger, Texas, and has recommended action, which the Commission may order, to remedy the violations, all of which are detailed in the attached Building Official's Report.

A hearing will be held before the Building and Standards Commission, in the (specify location) on the ____ day of ____, 20__ at the hour of _____, to consider whether said building or structure complies with the said standards, and if not, to order the owner to vacate, secure, repair, remove or demolish said building within a specified period of time, and, if applicable, to specify additional time for any ordered action to be taken by a lien holder or mortgagee, in the event of failure of the owner to comply. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any related evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with the Building and Standards Commission. Proof of compliance with the Code Enforcement Officer's recommended action will render the said hearing and any further action unnecessary."

- (2) Manner. Notice of the hearing before the building and standards commission shall be given in the following manner:

(a) Before the tenth day before the date of the hearing before the commission, notice of hearing as provided above shall be given:

(i) By certified mail, return receipt requested, to the record owners of the affected property, and each holder of a recorded lien against the affected property, as shown by the records in the office of the county clerk, if the address of the lien holder can be ascertained from the deed of trust establishing the lien or other applicable instruments on file in said office; and

(ii) To all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property, or as close to the front door as is possible.

(b) Notice of the date, time, place and purpose of the hearing shall also be published in a newspaper of general circulation in the City on one occasion before the tenth day before the date fixed for the hearing. The notice shall also be posted

in the window of the Historic Church Building at 403 North 7th Street, Sanger, Texas 76266.

(c) An affidavit confirming that a property owner could not be located through processes required by law shall be placed in the building and standards commission case file by the code enforcement officer in such cases.

(d) Exception. In the case of a structure that has been damaged beyond reasonable repair by structure fire, tornado, flood or other circumstances, the code enforcement officer shall notify the property owner to demolish said structure within ten days, in the name of the commission.

8.307 Hearing procedures.

Hearings before the building and standards commission to consider violations of the adopted substandard structure and dangerous buildings code shall be administrated as hereinafter provided for all hearings before said commission.

8.308 Standards.

The following standards shall be followed by the building and standards commission in ordering a substandard building to be vacated, secured, repaired, removed, or demolished:

(1) Repair. Any building found to be substandard shall be ordered repaired or demolished, at the option of the building owner. A repair permit shall be ordered. Repairs shall be completed within 30 days, unless the property owner requests an extension in writing from the commission and provides the commission with a time schedule for required repairs not to exceed 90 days, and said schedule is approved by the commission;

(2) Vacation. Any structure which is found to be in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, shall be ordered vacated. The property owner shall be responsible for any eviction requirements and all expenses associated with said action.

(3) Demolition. Any building found to be dilapidated, substandard and unfit for human habitation, and constituting a hazard to the health, safety and welfare of citizens shall be ordered demolished. The code enforcement officer or his representative shall first obtain a "demolition seizure warrant" from the municipal court judge prior to entering the property for demolition purposes.

8.309 Orders.

Following a public hearing, the building and standards commission shall issue, within ten working days, a written order, which shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with, which shall include:

(1) Repair. If the commission has found that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work

physically commenced within such time, not to exceed 30 days from the date of receipt of the commission order by the owner, and completed within such time as the commission shall determine is reasonable under all circumstances. Substantial progress in the work must be made every 90 days, or the commission may revoke the permit and order the building demolished.

(a) See definition of substantial improvements in the amendments to the building code.

(2) Vacation. If the commission has found that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a certain time from the date of receipt of the commission order by the owner, as determined by the commission to be reasonable.

(3) Demolition. If the commission has found that the building or structure must be demolished, the commission order shall require that the building, if occupied, be vacated within such time as the commission shall determine is reasonable, not to exceed thirty days from the date of receipt of the commission order by the owner, and that the demolition be completed within an additional thirty days. A demolition permit is required. A building may not be sold until commission orders have been complied with.

(4) Action by lien holder or mortgagee. If lien holders and mortgagees have been given notice of hearing, as provided for in article 8.2006 and opportunity to comment at said hearing, the commission order may specify an additional reasonable time for the required action to be taken by the lien holder or mortgagee in the event of noncompliance by the owner within the time specified, not to exceed an additional period of 30 days from the time of notification.

(5) Extensions of time. An extension of time for a permit issued to comply with a commission order may be requested in writing.

8.310 Notice of commission orders.

(1) Owner. A copy of the commission order shall be served in the same manner as provided for notice of hearing in article 8.2006. In addition, if the property owner or his agent is in attendance at the hearing, the chairman may give personal notice at the time of the hearing, with a written follow-up within ten working days.

(2) Lien holder. In the event that any lien holder or mortgagee has not been notified and given an opportunity to be heard, as provided for in section 3.09.017(4), the code enforcement officer shall make a diligent effort to identify any such lien holder or mortgagee, and shall send each one so located a copy of the commission orders.

8.311 Order to vacate.

(1) Posting. Every notice to vacate shall, in addition to being served as provided in article 8.2005, be posted at, near or upon each exit from the building, and shall be substantially in the following form:

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

By Order of the

BUILDING and STANDARDS COMMISSION

CODE ENFORCEMENT OFFICER

City of Sanger, Texas

- (2) Compliance. Whenever such notice is posted, the commission shall include a notification thereof in the order describing the emergency, and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such building under the conditions of a building permit. No person shall remove or deface any such notice after it is posted. It shall be removed at the discretion of the building official after the required repairs, demolition or removal of the building or structure has restored the premises to a safe condition, or has reached a stage in the construction process that provides safe entry, and a certificate of occupancy (if required) has been issued in accordance with the applicable provisions of the building code and any other ordinances that apply.

8.312 Action upon noncompliance.

If the action required by the commission order is not taken in the time specified, the building and standards commission may:

- (1) For a residential structure with fewer than ten units, direct the code enforcement officer to repair the building to the extent necessary to bring it into compliance.
- (2) Direct the code enforcement officer to vacate, secure, remove or demolish the building or structure, or relocate the occupants thereof at their own expense.
- (3) Direct the code enforcement officer to issue a citation to the property owner for failure to repair, remove or demolish. Said penalty is not to exceed \$2,000.00 per day per violation.

8.313 Performance of repairs, removal or demolition.

- (1) Performance of contracts. The code enforcement officer shall be authorized to cause the work to be done by City personnel or by private contract under the supervision of the code enforcement officer. All contracts for work shall be entered into pursuant to procedures specified by ordinance or state law, and shall be prepared by the City attorney. Contracts for work in excess of \$5,000.00 shall be reviewed and approved by the City council prior to performance of work.

(2) Assessment of costs and penalty. The code enforcement officer shall keep an itemized account of the expenses incurred by the City in the demolition, removal, vacation, securing or repair of any building done pursuant to this code, and the entire costs of demolition, less any salvage value recovered, removal, vacation, securing or repair, and any civil penalty, shall be assessed and a lien created against the real property upon which the building is or was located, unless it is a homestead protected by the Texas Constitution.

8.314 Notice of lien.

(1) Preparation. Upon completion of repairs, removal or demolition, the code enforcement officer shall prepare a notice of lien containing the name and address of the owner, a legal description of the real property where the building is or was located, the amount of expenses incurred by the City and the amount of any balance due, or the amount of any civil penalty.

(2) Recording. The code enforcement officer shall record the notice of lien in the office of the county clerk if the bill or statement to the property owner is not paid within 30 days from the date of the statement. Other arrangements to pay the amount incurred by the City may be made with the City. If the account is in arrears for over 60 days, the property will be foreclosed on by the City attorney.

(3) Extinguishment. The lien herein specified for expenses shall be extinguished upon reimbursement of all expenses. The building official shall have the authority to execute a "release of lien" for all liens of \$5,000.00 or less. Liens of over \$5,000.00 to \$20,000.00 may be released by the City Manager. Liens over \$20,000.00 may be released by the City council.

(4) Interest. Any civil penalty imposed or assessment for repairs shall accrue interest at the rate of 10 percent per year from date of assessment until paid in full.

8.315 Characteristics of lien.

(1) With notice of lien holder. If notice and opportunity to repair, remove or demolish is given to each mortgagee or lien holder as authorized by article 8.2005 and 8.2006 hereof, the lien is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property to which the City's lien attaches.

(2) Without notice. Except as provided in subsection (a) of this section, the City's lien is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the City's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty was assessed, or the repair, removal or demolition is or was begun by the City. The City's lien is superior to all other previously recorded judgment liens.

(3) Limitation of foreclosure. A lien for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

8.316 Buildings and Standards Commission

There is hereby created a building and standards commission, in accordance with the provisions of the Texas Local Government Code chapter 54, subchapter c, and amendments thereto, if any, entitled "quasi-judicial enforcement of health," which shall be appointed, organized and function as follows.

8.317 Organization.

(1) Membership. The commission shall consist of five members, who are residents or taxpayers of the City, each of whom shall be appointed by the City council; three of whom shall be appointed for terms of two years; two of whom shall be appointed for a period of one year; and each member of said commission shall thereafter be appointed for a term of two years.

(2) Alternates. The City council shall appoint two alternate members of the commission, who shall serve in the absence of one or more of the regular members, when requested to do so by the City administrator. The alternate members serve for the same period and are subject to removal in the same manner as regular members, and a vacancy is filled in the same manner as with a regular member.

(3) Removal. The City council may remove a commission member for cause on written charge, however, prior to making a decision regarding removal, must hold a public hearing on the matter, if requested to do so by the commission member subject to the removal action.

(4) Vacancy. A vacancy shall be filled for the unexpired term by the City council.

8.318 Proceedings.

(1) Commissioners required for action. All cases to be heard by the commission must be heard by at least four members, and any actions taken must be concurred in by the vote of four members.

(2) Presentation of cases. All cases brought before the commission shall be presented by the code enforcement officer, or his duly appointed representative, who may be assisted as he deems necessary by the City attorney.

(3) Meetings. Meetings of the commission shall be open to the public, held at the call of the chairman, and at other times as determined by the commission.

(4) Oaths-certification. The chairman, or the acting chairman in the chairman's absence, may administer oaths and compel the attendance of witnesses. The chairman may issue subpoenas requiring attendance if necessary.

(5) Record. A record of the entire proceedings shall be made by tape recording, or by any other means of permanent recording determined to be appropriate by the commission. Minutes of proceedings showing the vote of each member on each question, or the fact that a member is absent or fails to vote, and records of its examinations and other official actions shall be kept by the commission and filed immediately in the office of community development as public records. Transcripts of tape recordings shall be made within ten working days.

(6) Continuances. The commission may grant continuances for good cause shown.

8.319 Conduct of hearings.

(1) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

(2) Oral evidence. Oral evidence shall be taken only on oath or affirmation.

(3) Hearsay evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall be insufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in the state.

(4) Admissibility of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in the state.

(5) Exclusion of evidence. Irrelevant and unduly repetitious testimony shall be excluded.

(6) Rights of the parties. Each party shall have these rights, among others:

- (a) To call and examine witnesses on any matter relevant to the issues of the hearing;
- (b) To introduce documentary and physical evidence;
- (c) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
- (d) To impeach any witness regardless of which party first called him to testify;
- (e) To rebut evidence against him;
- (f) To represent himself, or to be represented by legal counsel of his choice.

(7) Inspection of the premises. The commission may inspect, upon notice to all parties, any building or premises involved in a hearing before the commission during the course of such hearing.

8.320 Purpose of commission.

The commission is empowered to enforce ordinances:

- (1) For the preservation of public safety, relating to the materials used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, and entrances or exits;
- (2) Relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, fire sprinklers or other fire suppression devices, availability of the water supply for extinguishing fires, or location, design, and width of entrances or exits;
- (3) Relating to dangerously damaged or deteriorated buildings or improvements; or
- (4) Relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living space for insects and rodents.

8.321 Commission actions.

The commission may, upon notice and hearing, take action as provided herein to:

- (1) Order the repair, within a 30-day period, of buildings found to be in violation of this code;
- (2) Declare a building substandard in accordance with this code;
- (3) Order, in an appropriate case, the immediate removal of persons or property found on private property, enter private property to secure removal if it is determined that conditions exist on the property that constitute a violation of this code, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist;
- (4) Issue orders or directives to any peace officer of the state, including the sheriff or constable or the chief of police of the City, to enforce and carry out the lawful orders or directives of the commission;
- (5) Determine the amount and duration of a civil penalty, not to exceed \$2,000.00 per day, the City may recover, when it finds that an owner or an owner's representative:
 - (a) Was actually notified of the provisions of this code; and
 - (b) After receiving notice of the code provisions, committed acts in violation of the code or failed to take action necessary for compliance with the code.

8.322 Orders.

- (1) Written orders. The commission shall cause a written final decision to be prepared when it has made its determination.

(2) A copy of said final decision shall be:

- (a) Sent by certified mail, return receipt requested, to all of those persons entitled to notice of hearing under article 8.2006 hereof;
- (b) Published one time within ten calendar days after mailing as herein provided; and
- (c) Filed in the office of the City secretary.
- (d) Filed with the Denton County Clerk.

(3) Evidence of penalty for judgment. A commission decision to impose a civil penalty is final and binding and constitutes prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the City for final judgment. No other proof shall be required for a district court to enter final judgment on a penalty established by the building and standards commission other than filing with the district clerk.

8.323 Judicial review.

(1) Standing. Any persons jointly or severally aggrieved by a decision of the commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds for the illegality.

(2) Presentment. The petition must be presented to the court within 30 calendar days after the date of a copy of the final decision was mailed, as provided for in article 8.2022.

(3) District court action.

(a) Writ of certiorari. The court may allow a writ of certiorari directed to the commission to review the decision of the commission. Said writ:

- (i) Shall prescribe the time, not less than ten days, within which a return on the writ must be made, and served on relator or the relator's attorney;
- (ii) May require return of certified or sworn copies of papers or parts of papers; and
- (iii) Shall require the commission to verify and concisely set forth other pertinent facts material to show grounds for the decision appealed from.

(b) Extraordinary remedies. Allowance of a writ does not stay proceedings on the decision appealed from, however, on application, notice to the commission and with good cause shown, a restraining order or injunction may be granted by the court.

(c) Proceedings. If, on a hearing by the court, it appears that testimony is necessary for the proper disposition of the matter, the court may take evidence as it may direct and report the evidence to the court with the referee's findings of fact

and conclusions of law, which constitute a part of the proceedings on which the determination of the court shall be made.

(d) Disposition. The court may:

- (i) Reverse, in whole or in part;
- (ii) Affirm, in whole or in part; or
- (iii) Modify the commission decision.

(e) Costs. Costs may be allowed against the commission only when the court finds it acted with gross negligence, in bad faith, or with malice in making its decision.

(f) Attorney's fees. The court shall enter a judgment on behalf of the City for its attorney's fees and all other costs and expenses incurred, which may be against the property owners as well as all persons found to be in occupation of the subject property, if the commission decision is affirmed or not substantially reversed, but only modified.

8.324 Commission decision final.

If no appeals are taken from the decision of the commission within the required period, the decision of the commission, is in all things, final and binding.

8.325 Lien; abstract.

(1) An abstract of judgment shall be issued against all parties found to be the owners of the subject property or in possession of the property.

(2) A lien holder does not have standing to obtain judicial review on the grounds that the lien holder was not notified of the proceedings before the commission or was unaware of the condition of the property, unless the lien holder had first appeared before the commission and entered an appearance in opposition to the proceedings.

8.326 Municipal court proceeding not affected.

Establishment of the building and standards commission does not affect the ability of the court to proceed under the jurisdiction of the municipal court.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the

same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 16th day of **June**, 2025.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance 06-17-25 amendments to Chapter 12, Traffic and Vehicles, of the Code of Ordinances, amending the chapter to include more enforceable code regulations.

SUMMARY:

- New definitions added.
- Requires parking to be on improved surface.
- Prohibits vehicle storage.
- Makes it unlawful to use a vehicle for living or sleeping quarters, or storage of trash.
- Prohibits recreational, utility or commercial vehicles, boats or trailers on public right-of-way or obstruct visibility from adjacent driveways and street corners.
- Planning & Zoning recommended approval on 06-09-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 06-17-25

CITY OF SANGER, TEXAS

ORDINANCE 06-17-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 12 TRAFFIC AND VEHICLES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; PROVIDING FOR A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, On June 16, 2025 the City Council approved Ordinance 06-17-25 amending Chapter 12 Traffic and Vehicles; and

WHEREAS, all requests for a amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on June 9, 2025, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That Chapter 12 Traffic and Vehicles, is amended as provided below.

Amend section below

12.601 Definitions

Recreational vehicle. A vehicle which is:

a. built on a single chassis;

- b. designed to be self-propelled or towable by a light duty truck; and,
- c. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Street. The width between the boundary lines of a publicly or privately maintained way, any part of which is open to the public for vehicular travel.

Travel trailer. A structure designed for temporary dwelling for travel, recreation and vacation, and which can be readily towed over the road by a motor vehicle.

Truck-tractor. A motor-driven vehicle designed and used primarily for drawing another vehicle and not constructed to carry a load other than a part of the weight of the vehicle and load to be drawn.

Water Craft. A boat or other vessel that travels on water.

12.602 Unlawful to Park Across or Upon Parking Lines or Markings

12.603 Chief of Police to Maintain Parking Lines or Markings

12.604 Parking Prohibited in Certain Places

12.605 Parking Time Limits

12.606 Parallel Parking

12.607 Owner Responsible for Violation

12.608 Impoundment of Vehicles Violating Parking Regulations

12.609 Redemption of Impounded Vehicles by Owner

12.610 Arrest without a Warrant for Violating Article

12.611 Off-Street Parking

(a) Parking on grass, gravel, or rock surfaces, except as allowed in subsection (f) below, is prohibited in all zoning districts except A (agriculture).

(b) Required off-street parking shall meet the requirements of the zoning ordinance.

(c) Nonrequired off-street parking shall only be allowed on paved concrete or asphalt surfaces except in [district] A (agriculture). All driveways and approaches to off-street parking spaces shall be similarly paved.

(d) Additional parking areas for recreational vehicles, trailers and boats in residential areas shall be allowed on paved surfaces. The size of the parking space must be at a minimum the length and width of the vehicle, trailer, or boat. All driveways and approaches accessing these parking areas must be similarly paved.

(e) Nonrequired off-street parking in front of a residence must be perpendicular to the street ~~and no more than ten (10) feet in width.~~

(f) Parking on gravel or rock surfaces in existence on the effective date of this section shall be allowed to continue. These surfaces may be repaired or improved from time-to-time but may not be expanded.

(g) Hereinafter it shall be unlawful for any person, driver, or owner to leave, park or stand any boat, recreational vehicle, truck-tractor, road tractor, semitrailer, flatbed trailer, livestock trailer, bus, or other type of trailer in a circle driveway in front of a residence. Only passenger vehicles may be parked in circle driveways in front of a residence.

Add below

Parking

(a) Parking regulations. It shall be deemed illegal for any person to park in violation of the following provisions:

(1) It shall be unlawful for a person to park or store or allow another to park or store a vehicle in the front, side, or rear yard of any property upon any surface other than an improved parking surface. The approach to any improved parking space shall also be improved and consisting of the same materiel of asphalt or concrete. Parallel parking ribbons made of stone are not allowed.

(2) It shall be unlawful for any person to park any vehicle or store any objects, items, or personal property in or upon any easement.

(3) It shall be unlawful to use a vehicle for living or sleeping quarters, or for the storage of trash, debris or personal property not normally associated with the vehicle.

(4) Residential properties with homesteads that exceed two (2) acres may have operable agricultural equipment, two (2) of which may be trailers, parked on an unimproved surface. The surface must be located one hundred fifty (150) feet from the street and adjacent properties and behind the front building line. Additionally, the agricultural equipment may not be parked on any easement or right-of-way. Agricultural equipment is equipment used for farming operations that is not required to be registered by the State of Texas.

(b) Maintenance of improved parking surfaces. It shall be unlawful for any person to fail to maintain all improved parking surfaces in good and safe condition, and free of any defects affecting the use, safety, and drainage of the surface or of the adjoining property.

Street Parking

Commercial and Large Vehicle Parking Restrictions.

(a) **Parking of Vehicles in Right-of-Way.** - It is unlawful for any person to park and/ or permit any other person to park a recreational vehicle, utility vehicle, commercial vehicle, boat, or trailer that intrudes into the public right-of-way or obstructs visibility from adjacent driveways or street corners.

(b) **Truck Tractors, Trailers, and Large Commercial Vehicles.** - Parking of commercial vehicles over 10,000 pounds gross weight, exceeding 20 feet in length and/or seven and a half (7 ½) feet in width, is prohibited in residential areas.

Recreational Vehicle Parking

(a) **Applicability.** Recreational vehicles may be used for temporary living quarters in an approved recreational vehicle park, subject to the requirements of this section.

(b) **Unlawful Occupancy.**

(1) **Compliance.** It shall be unlawful for any person to occupy a recreational vehicle, or to permit the occupancy of any recreational vehicle except as specifically permitted in this article.

(c) **Timeframe.**

(1) **Limitation.** No person shall place, keep, maintain, or occupy a recreational vehicle upon any lot or parcel of ground within the city for a period exceeding 12 hours, except in a manufactured home park or recreational vehicle park approved by the city.

(2) **Temporary Occupancy.** A recreational vehicle may be occupied on the driveway of a residential lot by out-of-town guests for living, sleeping, and housekeeping purposes for no more than 15 days in any three (3) month period.

(d) **Parking.** Parking of recreational vehicles and water craft on private property is subject to the following requirements:

(1) **Front Yard Restriction.** A recreational vehicle may not be parked in a primary or secondary front yard.

(2) **Surface.** The recreational vehicle is located on a parking surface made of concrete, asphalt or other hard all-weather surface approved by the Director of Development Services which is kept free of litter, debris, weeds, and other objectionable material or objects.

(e) **Utility Connections.**

(1) **Electrical.** Connections to any source of electricity without approval of the electrical inspector and the payment of the required fee is prohibited. All electrical connections must comply with the requirements of the adopted National Electric Code.

(2) Plumbing. Connections to any source of water supply or sewage disposal without the approval of the plumbing inspector and the payment of the required fee is prohibited. All plumbing connections must comply with the requirements of the adopted International Plumbing Code.

Vehicles for sale

- (a) No vehicle for sale may be parked or stored within two hundred (200) feet of the right-of-way or easement on vacant lots or on commercial properties that do not have a certificate of occupancy to operate as a new or used car dealership.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 16th day of June, 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ronnie Grace, Director of Electric

AGENDA ITEM: Consideration and possible action on purchasing materials from Techline Inc. for the Blue Star Building L Service and authorizing the City Manager to execute the agreement and all necessary documents.

SUMMARY:

- Crossland Construction Co. has paid for the purchase of the Materials upfront.

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$65,214.17

GL Account: 008-00-2260

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- Techline Quote

Project: Sanger Blue Star Industrial Quote

Date: 2025-05-01

Attention: Ranell Wolf

Number of Pages: 1

Justin Gums

209.712.8969

Justin.Gums@Techline-Inc.com

Item#	QTY	Item Description	Sanger #	MFR	Catalog #	Price	UOM	Ext. Price	Ship
QUOTE VALID UNTIL JUNE 30th 2025 PRICING PER LCRA CONTRACT #5045 WITH THE CITY OF SANGER									
1	1	45' CLASS 2 WOOD POLE	S1220	STELLA JONES	45CL2-CREO	\$ 1,105.59	E	\$ 1,105.59	FTW STK
2	1	8' FIBERGLASS CROSSARM	S5600	SHAKESPEARE	STB096N12602	\$ 194.12	E	\$ 194.12	FTW STK
3	3	15kv PIN INSULATOR	S4235	GAMMA	6183R-70	\$ 4.13	E	\$ 12.39	FTW STK
4	3	1/0 URD TERMINATION KIT	S1318	ELASTIMOLD	PCT112404	\$ 79.20	E	\$ 237.60	FTW STK
5	3	15kv 100a CUTOUT	S4935	HUBBELL	C710112PB	\$ 125.59	E	\$ 376.77	FTW STK
6	1	3 POSITION FIBERGLASS STANDOFF BRACKET	S4970	ALUMAFORM	3SBM3618CLRH	\$ 266.49	E	\$ 266.49	1-2 WKS
7	90	2" SCHEDULE 80 PVC CONDUIT	S1420	ATKORE	9308	\$ 1.95	FT	\$ 175.50	FTW STK
8	3	RISER ARRESTER 15kv	S5067	HUBBELL	2216097214	\$ 72.03	E	\$ 216.09	FTW STK
9	1	GROUND ROD	S5025	ERICO	815880	\$ 16.20	E	\$ 16.20	FTW STK
10	1	GROUND BUTT PLATE	S4248	LINE HARDWARE	GP100	\$ 12.23	E	\$ 12.23	FTW STK
11	1	GROUND ROD CLAMP	S4360	ERICO	G5	\$ 2.02	E	\$ 2.02	FTW STK
12	10	UNITSRUT	S5029	TBD	H-132-PG10	\$ 2.66	FT	\$ 26.60	ODE STK
13	9	UNISTRUT CLAMP	S4357	TBD	C-1102-2	\$ 1.34	E	\$ 12.06	ODE STK
14	3	RISER BRACKET	S4975	HUBBELL	C6-CSO	\$ 44.54	E	\$ 133.62	FTW STK
15	2	CROSSARM SADDLE PIN	S4237	HUBBELL	C14322P	\$ 27.24	E	\$ 54.48	FTW STK
16	1	RIDGE PIN	S4240	HUBBELL	AF715	\$ 20.59	E	\$ 20.59	FTW STK
17	1	NEUTRAL SPOOL	S4195	GAMMA	8442-70	\$ 1.37	E	\$ 1.37	FTW STK
18	1	5/8" X 12" SINGLE UPSET BOLT	S4035	HUBBELL	C7743	\$ 9.56	E	\$ 9.56	FTW STK
19	25	#6 SOFT DRAWN BARE COPPER 25# = 315'	S1790	ALANWIRE	#6SSDBC-25#SPL	\$ 7.50	LB	\$ 187.50	FTW STK
20	3	STIRRUP CLAMP	S4085	HUBBELL	AHLS022019E	\$ 27.38	E	\$ 82.14	ODE STK
21	3	HOTLINE CLAMP	S4095	HUBBELL	BC20	\$ 19.46	E	\$ 58.38	FTW STK
22	3	ELBOW ARRESTER	S1313	HUBBELL	167ESA10	\$ 152.14	E	\$ 456.42	FTW STK
23	1	1500kva 277/480 PADMOUNT TRANSFORMER REBUILD	S6094	T&R	TBD	\$ 44,416.67	E	\$ 44,416.67	14-16 WKS
24	1899	1/0 15kv AL PRIMARY CABLE	S8090	OKONITE	162-23-3072	\$ 3.88	FT	\$ 7,368.12	VAN STK
25	3	1/0 15kv LOADBREAK ELBOW	S1305	ELASTIMOLD	162LRB5240	\$ 61.50	E	\$ 184.50	FTW STK
26	3	1/0 URD SPLICE	S1337	ELASTIMOLD	5411C11/0	\$ 56.24	E	\$ 168.72	SNL STK
28	3	GROUND ROD	S5025	ERICO	815880	\$ 16.20	E	\$ 48.60	FTW STK
29	1	ANODE	S4962	TBD	54070982	\$ 182.53	E	\$ 182.53	FTW STK
30	1	GROUND ROD CLAMP	S4360	ERICO	G5	\$ 1.92	E	\$ 1.92	FTW STK
31	1	SECONDARY METERING SET PER REQUEST SPEC SHEET ATTACHED Part# S96M1E00500CNKS1NT06		EHV	SEE BELOW	\$ 2,964.78	FT	\$ 2,964.78	FTW STK
32	8	2"X90X36 PVC ELBOW	S5350	ATKORE	5233848	\$ 15.38	E	\$ 123.04	FTW STK
33	1	LARGE URD PULL BOX	S1660	HUBBELL	PG4896Z6136Y1	\$ 6,097.57	E	\$ 6,097.57	VAN STK

Total: \$ 65,214.17

- This quote is valid for 30 days.
- Freight allowed to jobsite.
- Partial award subject to a price increase.
- Taxes not included.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Resolution 2025-06, a Petition for Creation of the Elada Public Improvement District No. 1 (PID-01) from the PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners).

SUMMARY:

- This petition provides the following information:
 - General Nature of Proposed Improvements
 - Estimated Costs
 - District Boundaries
 - Method of Assessment
 - Apportionment of Costs
 - Consent and Request of Petitioner
 - Advisory Board
 - Standing of Petitioner

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

PID Petition

Resolution 2025-06

CITY OF SANGER, TEXAS

RESOLUTION NO. 2025-06

A RESOLUTION SETTING A PUBLIC HEARING UNDER ER SEC. 372. 009 OF THE TEXAS LOCAL, GOVERNMENT CODE FOR THE CREATION OF ELADA PUBLIC IMPROVEMENT DISTRICT NO. 1 (PID-01) WITHIN THE CITY OF SANGER, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF SANGER, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Sanger is authorized under Chapter 372 of the Texas Local Government Code (the " Act"), to create a public improvement district within its corporate limits and;

WHEREAS, on May 29, 2025, PAC Group, LTD, a Texas limited liability company, and Ron Williamson Quarter Horses, INC.a corporation (collectively, the “Petitioner”) the owners of 306.356 acres within the city limits of Sanger submitted and filed with the City Secretary of Sanger a petition (" Petition"), attached as Exhibit A, requesting the establishment of a public improvement district for property within the city limits of Sanger; and

WHEREAS, the City Council of Sanger wishes to hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in Sanger in accordance with the Petition; and.

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372. 009 of the Act; and.

WHEREAS, the City Council of Sanger has determined to hold a public hearing on June 16, 2025 on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Sanger.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. That a public hearing is hereby called for June 16, 2025, at 7:00 p.m. at Historic Building, 403 N 7th Street, Sanger, Texas 76266, for the purpose of hearing public testimony with respect to the creation of a public improvement district.

SECTION 2. At such time and place the City Council of Sanger will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

SECTION 3. Attached hereto as Exhibit A is the Petition for the Creation of a Public Improvement District within the City of Sanger, Texas for the Elada Addition Public Improvement Addition.

SECTION 4. Attached here to as Exhibit B is a form of the Notice of Public Hearing (the Notice") the form and substance of which is here by adopted and approved.

SECTION 5. Attached here to as Exhibit C is a legal description and depiction of the 85.90 acres of property to be included in the proposed public improvement district.

SECTION 6. The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in Sanger and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice before the 15th day before the June 16, 2025 hearing.

SECTION 7. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 8. This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED THIS THE 16th DAY OF JUNE 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

**PETITION TO ESTABLISH THE
ELADA PUBLIC IMPROVEMENT DISTRICT**

COMES NOW, PAC GROUP LTD, a _____ limited liability company, and RON WILLIAMSON QUARTER HORSES, INC, a _____ corporation (collectively, the "Petitioner"), and hereby requests and petitions the City of Sanger, Texas, a home-rule municipality (the "City"), to establish the Elada Public Improvement District (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code (the "Act"), on the hereinafter described property situated within the corporate limits of the City, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed public improvement projects to be provided by the District, in phases, include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8), above; (10) acquisition, by purchase or otherwise, of real property in connection with an authorized improvements; (11) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; (12) acquisition of contract rights in connection with an authorized improvement (items (1) through (12), collectively, the "Public Projects"); and (13) the payment of expenses incurred in the establishment, administration, and operation of the District, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the "Administrative Expenses") (together with the Public Projects, the "Authorized Improvements").

Section 2. Estimated Costs. The current estimated cost of the Authorized Improvements is \$80,000,000.

Section 3. District Boundaries. The boundaries of the proposed District are fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Section 4. Method of Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. After creation of the District, a service and assessment plan will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same.

Section 5. Apportionment of Costs. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

Section 6. Management of the District. Management and administration of the District shall be by the City. The City may contract with a private company for District administrative services.

Section 7. Consent and Request of Petitioner. The individual executing this Petition is duly authorized to do so and hereby consents to and request the establishment of the District.

Section 8. Advisory Board. An Advisory Board may, at the discretion of City Council of the City (the "Council"), be established to develop and recommend an improvement plan to the Council. Petitioner requests that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioner or their designees.

Section 9. Standing of Petitioner. This Petition has been executed by, for, and on behalf of (i) the owners of more than 50% of the taxable real property described in said Exhibit A, representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Denton Central Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City. Petitioner owns 100% of the property liable for assessment under this Petition.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the Authorized Improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

[remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER

PAC GROUP LTD

a _____ limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of PAC Group LTD, a _____ limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

RON WILLIAMSON QUARTER HORSES, INC.

a _____ corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of Ron Williamson Quarter Horses, Inc., a _____ corporation, and acknowledged that he executed the foregoing document on behalf of said corporation.

Notary Public in and for the State of Texas

Exhibit A

PROPERTY DESCRIPTION
306.356 ACRES

BEING A 306.356 ACRE TRACT OF LAND SITUATED IN THE H. TIERWESTER SURVEY, ABSTRACT NO. 1241, CITY OF SANGER, DENTON COUNTY, TEXAS, AND BEING ALL OF A 246.024 ACRE TRACT OF LAND, CONVEYED TO PAC GROUP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-150425, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND PART OF A 91.822 ACRE TRACT OF LAND CONVEYED TO RON WILLIAMSON QUARTER HORSES, INC., AS RECORDED IN COUNTY VOLUME 2040, PAGE 78, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID 306.356 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 246.024 ACRE TRACT. SAID POINT BEING AT THE APPARENT INTERSECTION OF BELZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY) AND METZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), AND BEING ON THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING AT THE SOUTHWEST LINE OF A 20' WIDE PUBLIC ROAD RESERVATION, AS RECORDED IN VOLUME 60, PAGE 379, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT BEARS, SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 37.54 FEET;

THENCE, NORTH 00 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND SAID 20' WIDE PUBLIC ROAD RESERVATION AND THE COMMON EAST LINE OF SAID 5.381 ACRE TRACT, THE EAST LINE OF A 4.836 ACRE TRACT OF LAND CONVEYED TO STEPHANIE L. DEACON REVOCABLE TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-97948, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF DUCK CREEK FARMS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET G, SLIDE 122, PLAT RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.592 ACRE TRACT OF LAND CONVEYED TO STEVEN R. RICHTER AND JANNIE L. RICHTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-41763, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.562 ACRE TRACT OF LAND CONVEYED TO ELIZABETH G. ROGUE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2016-25647, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.652 ACRE TRACT OF LAND CONVEYED TO KIMMEY KEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-146856, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A TRACT OF LAND CONVEYED AS "TRACT ONE" TO ANTHONY M. BOWLAND AND WIFE GLORIA J. BOWLAND, AS RECORDED IN VOLUME 841, PAGE 340, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 24.45 ACRE TRACT OF LAND CONVEYED AS "PARCEL 1" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG SAID METZ ROAD, A DISTANCE OF 1891.40 FEET TO A 1/2" SQUARE PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 20' WIDE PUBLIC ROAD RESERVATION, AND THE COMMON SOUTHWEST CORNER OF A 10.00 ACRE TRACT OF LAND CONVEYED TO GEROMINO POLANCO JR. AND ROSEMARIE POLANCO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2015-127213, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 29.87 FEET A 1/2" SQUARE PIPE FOUND FOR WITNESS AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1571.10 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT;

THENCE, NORTH 00 DEGREES 40 MINUTES 58 SECONDS EAST, ALONG A WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 277.93 FEET A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF TRACT OF LAND CONVEYED TO DANIEL JOHNSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-95739, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG SAID WEST LINE AND THE COMMON EAST LINE OF SAID JOHNSON TRACT, IN ALL, A TOTAL DISTANCE OF 554.99 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID JOHNSON TRACT;

THENCE, NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID JOHNSON TRACT, A DISTANCE OF 1570.00 FEET TO A POINT FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID JOHNSON TRACT. SAID POINT BEING ON THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "PARCEL 3" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF AFORESAID METZ ROAD;

THENCE, NORTH 00 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 37.58 ACRE TRACT, THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE", A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO, JOE EDWARD SPRATT, AS RECORDED IN VOLUME 4917, PAGE 3869, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 3.492 ACRE TRACT OF LAND CONVEYED TO JOE EDWARD SPRATT AND WIFE JANENE EDGERLEY SPRATT, AS RECORDED IN VOLUME 2039, PAGE 204, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF 2.578 ACRE TRACT OF LAND CONVEYED AS "PARCEL 2", TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, PASSING AT A DISTANCE OF 1496.22 FEET A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 2.578 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF LOT 1, BLOCK A OF THE MEADOW GREEN FARM ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-288, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID LOT 1, BLOCK A, THE EAST LINE OF A 52.247 ACRE TRACT OF LAND CONVEYED TO METZ RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-230979, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF MEADOW GREEN FARMS ESTATES ADDITION, PHASE 1, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2020-340, PLAT RECORDS, DENTON COUNTY, TEXAS, AND ALONG THE APPROXIMATE CENTER OF SAID METZ ROAD, IN ALL, A TOTAL DISTANCE OF 2103.65 FEET TO A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 37.329 ACRE TRACT OF LAND CONVEYED TO MANGO ESTATES, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-142267, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD FOUND BEARS NORTH 82 DEGREES 46 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.03 FEET;

THENCE, SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 37.329 ACRE TRACT, A DISTANCE OF 1269.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 709" FOUND FOR THE SOUTHEAST CORNER OF SAID 37.329 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 79.719 ACRE TRACT OF LAND CONVEYED TO DAGR-1031, LLC, AS RECORDED IN COUNT CLERK'S FILE NO. 2022-47123, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 79.719 ACRE TRACT, A DISTANCE OF 1253.13 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 79.719 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF A 103.99 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4330, PAGE 1874, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 70 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.22 FEET;

THENCE, SOUTH 00 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 103.99 ACRE TRACT, A DISTANCE OF 1187.16 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 103.99 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AN 83.720 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4269, PAGE 1243, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1579.00 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID 83.720 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AFORESAID 91.822 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 62 DEGREES 43 MINUTES 01 SECOND EAST, A DISTANCE OF 28.80 FEET;

THENCE, SOUTH 89 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1408.32 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, OVER AND ACROSS SAID 91.822 ACRE TRACT A DISTANCE OF 1866.26 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF A 2.50 ACRE TRACT OF LAND CONVEYED TO JORGE CASTILLO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-15072, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF AFORESAID BELZ ROAD;

THENCE, NORTH 88 DEGREES 42 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 2.50 ACRE TRACT, THE NORTH LINE OF A 2.497 ACRE TRACT OF LAND CONVEYED TO JAMES FRANK JONES AND YOLANDA M. JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-37016, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 2.501 ACRE TRACT OF LAND CONVEYED TO DANIEL RAYMOND WOLFE AND BRIANNA LYNNE WOLFE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-21494, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 50.00 ACRE TRACT OF LAND CONVEYED TO PAC GROUP, LTD., AS RECORDED IN VOLUME 4880, PAGE 2632, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG THE APPROXIMATE CENTER OF SAID BELZ ROAD, A DISTANCE OF 1408.33 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF AFORESAID 246.024 ACRE TRACT;

THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 50.00 ACRE TRACT, PASSING AT A DISTANCE OF 350.97 FEET A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 50.00 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 30' RIGHT-OF-WAY DEDICATION OF MEADOW LANDS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET F, PAGE 80, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID MEADOW LANDS ADDITION, PASSING AT A DISTANCE OF 1011.39 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 30' RIGHT-OF-WAY DEDICATION OF SAID MEADOW LANDS ADDITION AND THE COMMON NORTHEAST CORNER OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID INDIAN CREEK ADDITION, PASSING AT A DISTANCE OF 2062.87 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID INDIAN CREEK ADDITION AND SAID VARIABLE WIDTH RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL McCLURKAN AND KATIE LAYNE McCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE NORTH LINE OF AFORESAID 3.000 ACRE GARLAND TRACT, ALONG SAID BELZ ROAD, IN ALL, A TOTAL DISTANCE OF 2536.15 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 13,344,859 SQUARE FEET OR 306.356 ACRES OF LAND.

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

Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

SEPTEMBER 16, 2024

T.B.P.E.L.S. Firm No. 10194382

EXHIBIT B

CITY OF SANGER, TEXAS

NOTICE OF PUBLIC HEARING

Notice is hereby given that public hearings will be held by the City Council in the Historic Church Building, 403 N 7th Street, Sanger, Texas at 7:00 p.m. on Monday, June 16, 2025, for the purpose of considering the following:

- **A request for a Resolution to create a Public Improvement District (PID), Elada Addition, being approximately 306.326 acres of land with 60 acres described as A1241A TIERWESTER, TR 4 and 246.36 acres described as A1241A TIERWESTER, TR 8 for land located within the City of Sanger, and generally located north of Belz Road approximately 1035 feet west of the intersection of I-35 and Belz Road.**

The hearing will consider the following;

- Estimated Costs. The current estimated cost of the Authorized Improvements is \$80,000,000.
- District Boundaries. The boundaries of the proposed District are fully described, attached hereto and made a part hereof for all purposes.
- Method of Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. After creation of the District, a service and assessment plan will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same.
- Apportionment of Costs. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

- BEING A 306.356 ACRE TRACT OF LAND SITUATED IN THE H. TIERWESTER SURVEY, ABSTRACT NO. 1241, CITY OF SANGER, DENTON COUNTY, TEXAS, AND BEING ALL OF A 246.024 ACRE TRACT OF LAND, CONVEYED TO PAC GROUP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-150425, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND PART OF A 91.822 ACRE TRACT OF LAND CONVEYED TO RON WILLIAMSON QUARTER HORSES, INC., AS RECORDED IN COUNTY VOLUME 2040, PAGE 78, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID 306.356 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS

OBSERVATIONS UTILIZING THE ALLTERRA RTKNET, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 246.024 ACRE TRACT. SAID POINT BEING AT THE APPARENT INTERSECTION OF BELZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY) AND METZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), AND BEING ON THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING AT THE SOUTHWEST LINE OF A 20' WIDE PUBLIC ROAD RESERVATION, AS RECORDED IN VOLUME 60, PAGE 379, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT BEARS, SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 37.54 FEET;
- THENCE, NORTH 00 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND SAID 20' WIDE PUBLIC ROAD RESERVATION AND THE COMMON EAST LINE OF SAID 5.381 ACRE TRACT, THE EAST LINE OF A 4.836 ACRE TRACT OF LAND CONVEYED TO STEPHANIE L. DEACON REVOCABLE TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-97948, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF DUCK CREEK FARMS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET G, SLIDE 122, PLAT RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.592 ACRE TRACT OF LAND CONVEYED TO STEVEN R. RICHTER AND JANNIE L. RICHTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-41763, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.562 ACRE TRACT OF LAND CONVEYED TO ELIZABETH G. ROGUE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2016-25647, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.652 ACRE TRACT OF LAND CONVEYED TO KIMMEY KEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-146856, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A TRACT OF LAND CONVEYED AS "TRACT ONE" TO ANTHONY M. BOWLAND AND WIFE GLORIA J. BOWLAND, AS RECORDED IN VOLUME 841, PAGE 340, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 24.45 ACRE TRACT OF LAND CONVEYED AS "PARCEL 1" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG SAID METZ ROAD, A DISTANCE OF 1891.40 FEET TO A 1/2" SQUARE PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 20' WIDE PUBLIC ROAD RESERVATION, AND THE COMMON SOUTHWEST CORNER OF A 10.00 ACRE TRACT OF LAND CONVEYED TO GEROMINO POLANCO JR. AND ROSEMARIE POLANCO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2015-127213, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;
- THENCE, SOUTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 10.00 ACRE

TRACT, PASSING AT A DISTANCE OF 29.87 FEET A 1/2" SQUARE PIPE FOUND FOR WITNESS AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1571.10 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT;

- THENCE, NORTH 00 DEGREES 40 MINUTES 58 SECONDS EAST, ALONG A WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 277.93 FEET A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF TRACT OF LAND CONVEYED TO DANIEL JOHNSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-95739, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG SAID WEST LINE AND THE COMMON EAST LINE OF SAID JOHNSON TRACT, IN ALL, A TOTAL DISTANCE OF 554.99 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID JOHNSON TRACT;
- THENCE, NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID JOHNSON TRACT, A DISTANCE OF 1570.00 FEET TO A POINT FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID JOHNSON TRACT. SAID POINT BEING ON THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "PARCEL 3" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF AFORE SAID METZ ROAD;
- THENCE, NORTH 00 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 37.58 ACRE TRACT, THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE", A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO, JOE EDWARD SPRATT, AS RECORDED IN VOLUME 4917, PAGE 3869, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 3.492 ACRE TRACT OF LAND CONVEYED TO JOE EDWARD SPRATT AND WIFE JANENE EDGERLEY SPRATT, AS RECORDED IN VOLUME 2039, PAGE 204, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF 2.578 ACRE TRACT OF LAND CONVEYED AS "PARCEL 2", TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, PASSING AT A DISTANCE OF 1496.22 FEET A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 2.578 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF LOT 1, BLOCK A OF THE MEADOW GREEN FARM ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-288, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID LOT 1, BLOCK A, THE EAST LINE OF A 52.247 ACRE TRACT OF LAND CONVEYED TO METZ RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-230979, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF MEADOW GREEN FARMS ESTATES ADDITION, PHASE 1, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2020-340, PLAT RECORDS, DENTON COUNTY, TEXAS, AND ALONG THE APPROXIMATE CENTER OF SAID METZ ROAD, IN ALL, A TOTAL DISTANCE OF 2103.65 FEET TO A MAG NAIL FOUND FOR

THE NORTHWEST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 37.329 ACRE TRACT OF LAND CONVEYED TO MANGO ESTATES, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-142267, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD FOUND BEARS NORTH 82 DEGREES 46 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.03 FEET;

- THENCE, SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 37.329 ACRE TRACT, A DISTANCE OF 1269.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 7709" FOUND FOR THE SOUTHEAST CORNER OF SAID 37.329 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 79.719 ACRE TRACT OF LAND CONVEYED TO DAGR-1031, LLC, AS RECORDED IN COUNT CLERK'S FILE NO. 2022-47123, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS; THENCE, SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 79.719 ACRE TRACT, A DISTANCE OF 1253.13 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 79.719 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF A 103.99 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4330, PAGE 1874, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 70 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.22 FEET;
- THENCE, SOUTH 00 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 103.99 ACRE TRACT, A DISTANCE OF 1187.16 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 103.99 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AN 83.720 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4269, PAGE 1243, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS; THENCE, SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1579.00 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID 83.720 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AFORESAID 91.822 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 62 DEGREES 43 MINUTES 01 SECOND EAST, A DISTANCE OF 28.80 FEET; THENCE, SOUTH 89 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1408.32 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, OVER AND ACROSS SAID 91.822 ACRE TRACT A DISTANCE OF 1866.26 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF A 2.50 ACRE TRACT OF LAND CONVEYED TO JORGE CASTILLO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022- 15072, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF AFORESAID BELZ ROAD;

- THENCE, NORTH 88 DEGREES 42 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 2.50 ACRE TRACT, THE NORTH LINE OF A 2.497 ACRE TRACT OF LAND CONVEYED TO JAMES FRANK JONES AND YOLANDA M. JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-37016, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 2.501 ACRE TRACT OF LAND CONVEYED TO DANIEL RAYMOND WOLFE AND BRIANNA LYNNE WOLFE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-21494, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 50.00 ACRE TRACT OF LAND CONVEYED TO PAC GROUP, LTD., AS RECORDED IN VOLUME 4880, PAGE 2632, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG THE APPROXIMATE CENTER OF SAID BELZ ROAD, A DISTANCE OF 1408.33 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF AFORESAID 246.024 ACRE TRACT;
- THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 50.00 ACRE TRACT, PASSING AT A DISTANCE OF 350.97 FEET A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 50.00 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 30' RIGHT-OF-WAY DEDICATION OF MEADOW LANDS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET F, PAGE 80, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID MEADOW LANDS ADDITION, PASSING AT A DISTANCE OF 1011.39 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 30' RIGHT-OF-WAY DEDICATION OF SAID MEADOW LANDS ADDITION AND THE COMMON NORTHEAST CORNER OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID INDIAN CREEK ADDITION, PASSING AT A DISTANCE OF 2062.87 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID INDIAN CREEK ADDITION AND SAID VARIABLE WIDTH RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL McCLURKAN AND KATIE LAYNE McCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE NORTH LINE OF AFORESAID 3.000 ACRE GARLAND TRACT, ALONG SAID BELZ ROAD, IN ALL, A TOTAL DISTANCE OF 2536.15 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 13,344,859 SQUARE FEET OR 306.356 ACRES OF LAND

All interested citizens and property owners are hereby notified of their right to appear and be heard on this matter.

Exhibit C

**PROPERTY DESCRIPTION
306.356 ACRES**

BEING A 306.356 ACRE TRACT OF LAND SITUATED IN THE H. TIERWESTER SURVEY, ABSTRACT NO. 1241, CITY OF SANGER, DENTON COUNTY, TEXAS, AND BEING ALL OF A 246.024 ACRE TRACT OF LAND, CONVEYED TO PAC GROUP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-150425, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND PART OF A 91.822 ACRE TRACT OF LAND CONVEYED TO RON WILLIAMSON QUARTER HORSES, INC., AS RECORDED IN COUNTY VOLUME 2040, PAGE 78, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID 306.356 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 246.024 ACRE TRACT. SAID POINT BEING AT THE APPARENT INTERSECTION OF BELZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY) AND METZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), AND BEING ON THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING AT THE SOUTHWEST LINE OF A 20' WIDE PUBLIC ROAD RESERVATION, AS RECORDED IN VOLUME 60, PAGE 379, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT BEARS, SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 37.54 FEET;

THENCE, NORTH 00 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND SAID 20' WIDE PUBLIC ROAD RESERVATION AND THE COMMON EAST LINE OF SAID 5.381 ACRE TRACT, THE EAST LINE OF A 4.836 ACRE TRACT OF LAND CONVEYED TO STEPHANIE L. DEACON REVOCABLE TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-97948, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF DUCK CREEK FARMS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET G, SLIDE 122, PLAT RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.592 ACRE TRACT OF LAND CONVEYED TO STEVEN R. RICHTER AND JANNIE L. RICHTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-41763, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.562 ACRE TRACT OF LAND CONVEYED TO ELIZABETH G. ROGUE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2016-25647, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.652 ACRE TRACT OF LAND CONVEYED TO KIMMEY KEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-146856, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A TRACT OF LAND CONVEYED AS "TRACT ONE" TO ANTHONY M. BOWLAND AND WIFE GLORIA J. BOWLAND, AS RECORDED IN VOLUME 841, PAGE 340, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 24.45 ACRE TRACT OF LAND CONVEYED AS "PARCEL 1" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG SAID METZ ROAD, A DISTANCE OF 1891.40 FEET TO A 1/2" SQUARE PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 20' WIDE PUBLIC ROAD RESERVATION, AND THE COMMON SOUTHWEST CORNER OF A 10.00 ACRE TRACT OF LAND CONVEYED TO GEROMINO POLANCO JR. AND ROSEMARIE POLANCO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2015-127213, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 29.87 FEET A 1/2" SQUARE PIPE FOUND FOR WITNESS AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1571.10 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT;

THENCE, NORTH 00 DEGREES 40 MINUTES 58 SECONDS EAST, ALONG A WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 277.93 FEET A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF TRACT OF LAND CONVEYED TO DANIEL JOHNSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-95739, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG SAID WEST LINE AND THE COMMON EAST LINE OF SAID JOHNSON TRACT, IN ALL, A TOTAL DISTANCE OF 554.99 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID JOHNSON TRACT;

THENCE, NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID JOHNSON TRACT, A DISTANCE OF 1570.00 FEET TO A POINT FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID JOHNSON TRACT. SAID POINT BEING ON THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "PARCEL 3" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF AFORESAID METZ ROAD;

THENCE, NORTH 00 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 37.58 ACRE TRACT, THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE", A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO, JOE EDWARD SPRATT, AS RECORDED IN VOLUME 4917, PAGE 3869, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 3.492 ACRE TRACT OF LAND CONVEYED TO JOE EDWARD SPRATT AND WIFE JANENE EDGERLEY SPRATT, AS RECORDED IN VOLUME 2039, PAGE 204, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF 2.578 ACRE TRACT OF LAND CONVEYED AS "PARCEL 2", TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, PASSING AT A DISTANCE OF 1496.22 FEET A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 2.578 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF LOT 1, BLOCK A OF THE MEADOW GREEN FARM ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-288, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID LOT 1, BLOCK A, THE EAST LINE OF A 52.247 ACRE TRACT OF LAND CONVEYED TO METZ RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-230979, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF MEADOW GREEN FARMS ESTATES ADDITION, PHASE 1, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2020-340, PLAT RECORDS, DENTON COUNTY, TEXAS, AND ALONG THE APPROXIMATE CENTER OF SAID METZ ROAD, IN ALL, A TOTAL DISTANCE OF 2103.65 FEET TO A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 37.329 ACRE TRACT OF LAND CONVEYED TO MANGO ESTATES, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-142267, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD FOUND BEARS NORTH 82 DEGREES 46 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.03 FEET;

THENCE, SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 37.329 ACRE TRACT, A DISTANCE OF 1269.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 7709" FOUND FOR THE SOUTHEAST CORNER OF SAID 37.329 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 79.719 ACRE TRACT OF LAND CONVEYED TO DAGR-1031, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-47123, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 79.719 ACRE TRACT, A DISTANCE OF 1253.13 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 79.719 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF A 103.99 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4330, PAGE 1874, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 70 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.22 FEET;

THENCE, SOUTH 00 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 103.99 ACRE TRACT, A DISTANCE OF 1187.16 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 103.99 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AN 83.720 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4269, PAGE 1243, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1579.00 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID 83.720 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AFORESAID 91.822 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 62 DEGREES 43 MINUTES 01 SECOND EAST, A DISTANCE OF 28.80 FEET;

THENCE, SOUTH 89 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1408.32 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, OVER AND ACROSS SAID 91.822 ACRE TRACT A DISTANCE OF 1866.26 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF A 2.50 ACRE TRACT OF LAND CONVEYED TO JORGE CASTILLO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-15072, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF AFORESAID BELZ ROAD;

THENCE, NORTH 88 DEGREES 42 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 2.50 ACRE TRACT, THE NORTH LINE OF A 2.497 ACRE TRACT OF LAND CONVEYED TO JAMES FRANK JONES AND YOLANDA M. JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-37016, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 2.501 ACRE TRACT OF LAND CONVEYED TO DANIEL RAYMOND WOLFE AND BRIANNA LYNNE WOLFE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-21494, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 50.00 ACRE TRACT OF LAND CONVEYED TO PAC GROUP, LTD., AS RECORDED IN VOLUME 4880, PAGE 2632, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG THE APPROXIMATE CENTER OF SAID BELZ ROAD, A DISTANCE OF 1408.33 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF AFORESAID 246.024 ACRE TRACT;

THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 50.00 ACRE TRACT, PASSING AT A DISTANCE OF 350.97 FEET A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 50.00 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 30' RIGHT-OF-WAY DEDICATION OF MEADOW LANDS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET F, PAGE 80, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID MEADOW LANDS ADDITION, PASSING AT A DISTANCE OF 1011.39 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 30' RIGHT-OF-WAY DEDICATION OF SAID MEADOW LANDS ADDITION AND THE COMMON NORTHEAST CORNER OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID INDIAN CREEK ADDITION, PASSING AT A DISTANCE OF 2062.87 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID INDIAN CREEK ADDITION AND SAID VARIABLE WIDTH RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL McCLURKAN AND KATIE LAYNE McCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE NORTH LINE OF AFORESAID 3.000 ACRE GARLAND TRACT, ALONG SAID BELZ ROAD, IN ALL, A TOTAL DISTANCE OF 2536.15 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 13,344,859 SQUARE FEET OR 306.356 ACRES OF LAND.



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the June 2, 2025, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on June 2, 2025.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

JUNE 02, 2025, 6:00 PM



CITY COUNCIL REGULAR MEETING
HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 6:01 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Josh Burrus
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Councilmember, Place 4	Allen Chick
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Marketing and Civic Engagement Director Donna Green, Library Director Laura Klenke, and Police Officer Trevino.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

Discussion ensued regarding the variances listed on the regular agenda. Director Hammonds addressed questions.

Director Klenke addressed questions regarding Items 10-12 listed on the regular agenda.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 6:56 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:02 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Josh Burrus
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Councilmember, Place 4 Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Library Director Laura Klenke, and Lt. Justin Leiws.

INVOCATION AND PLEDGE

Councilmember Bilyeu gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

CITIZENS COMMENTS

No one addressed the Council.

PUBLIC HEARING ITEMS

1. Conduct a public hearing on a request for a Replat of Sanger South Subdivision being approximately 0.662 acres of land described as A0071A BURLESON, TR 8 and Sanger South, BLK 3, Lot 15 within the City of Sanger, generally on the west side of Cowling Road and across from the Cowling Road and Quail Crossing intersection.

Mayor Muir opened the public hearing at 7:05 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:07 p.m.

2. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision, 10.106.b.4.D General Plat Requirements to allow a variance from the maximum longitudinal slopes of 2% within 100 feet of an intersection and to allow for maximum 2% within 60 feet of an intersection for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.

Mayor Muir opened the public hearing at 7:07 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:08 p.m.

3. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision, 10.105.3.A General Plat Requirements to allow for a Gated Community in a R-1 Residential 1 District for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.

Mayor Muir opened the public hearing at 7:09 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:10 p.m.

4. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision, 10.106.d.9.v General Plat Requirements to allow a variance from the detention pond slope of 0.50% and to allow for minimum slope of 0.25% and a channel slope of 2% for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.

Mayor Muir opened the public hearing at 7:10 p.m.

Director Hammonds provided an overview of the item.

Jack Leonard, Developer, commented on a typo on the side.

Mayor Muir closed the public hearing at 7:12 p.m.

5. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision, 10.106.b.3.A.i General Plat Requirements to allow a variance from the 31' street width and allow for 28' street width for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.

Mayor Muir opened the public hearing at 7:13 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:14 p.m.

CONSENT AGENDA

6. Consideration and possible action on a request for a variance from Chapter 10 Subdivision, 10.105.3.A General Plat Requirements to allow for a Gated Community in a R-1 Residential 1 District for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.
7. Consideration and possible action on a request for a variance from Chapter 10 Subdivision, 10.106.b.4.D General Plat Requirements to allow a variance from the maximum longitudinal slopes of 2% within 100 feet of an intersection and to allow for maximum 2% within 60 feet of an intersection for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.
8. Consideration and possible action on a request for a variance from Chapter 10 Subdivision, 10.106.d.9.v General Plat Requirements to allow a variance from the detention pond slope of 0.50% and to allow for minimum slope of 0.25% and a channel slope of 2% for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.
9. Consideration and possible action on a request for a variance from Chapter 10 Subdivision, 10.106.b.3.A.i General Plat Requirements to allow a variance from the 31' street width and allow for 28' street width for a residential development, generally located on the east side of Marion Road, approximately 1180 north of the intersection of FM 455 and Marion Road.
10. Consideration and possible action on adopting a new library study room policy.
11. Consideration and possible action on adopting a new library notary services policy.

12. Consideration and possible action on adopting a revised library collection development policy.
13. Consideration and possible action on the minutes from the May 13, 2025, meeting.
14. Consideration and possible action on the minutes from the May 19, 2025, meeting.

Councilmember Bilyeu removed Item 9 for additional discussion.

Motion to approve Items 6-8 and Items 10-14 of the consent agenda as presented.

Motion: Bilyeu

Second: Gann

Ayes: Barrett, Bilyeu, Burrus, and Gann.

Nays: None

Motion passed unanimously.

Motion to approve Item 9 of the consent agenda as presented.

Motion: Bilyeu

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, and Gann.

Nays: None

Motion passed unanimously.

ACTION ITEMS

15. Consideration and possible action on a Replat of Sanger South Subdivision being approximately 0.662 acres of land described as A0071A BURLESON, TR 8 and Sanger South, BLK 3, Lot 15 within the City of Sanger, generally on the west side of Cowling Road and across from the Cowling Road and Quail Crossing intersection.

Motion to deny due to comments that have not been satisfied.

Motion: Bilyeu

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, and Gann.

Nays: None

Motion passed unanimously.

16. Consideration and possible action on a Final Plat of Sanger 91 Addition being approximately 90.367 acres of land with 1.996 in Denton County and Sanger ETJ described as A0367C F FITZGERALD, TR 2, within the City of Sanger, generally on the east side I-35 North and approximately 2335 feet north of the intersection of Chisam Rd and I-35 Frontage Rd North.

Motion to deny due to comments that have not been satisfied.

Motion: Bilyeu

Second: Barrett

Ayes: Barrett, Bilyeu, Burrus, and Gann.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Bilyeu inquired about how residents were informed of the fireworks ban within city limits and requested that staff provide a copy of the ordinance.

Councilmember Bilyeu requested a work session regarding policy and procedures, as discussed in the email received by Councilmembers.

Councilmember Bilyeu requested copies of materials before the special meeting. He will email a list of items to the Mayor and City Manager.

INFORMATIONAL ITEMS

17. Financial Statement April 30, 2025

18. Disbursements Report April 2025

19. Rider GCR - Rate Filing under Docket No. 10170 - May 27, 2025

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:33 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres of land described as MARY H SHIRLEY BLK 14(S PT), 15, and A1241A TIERWESTER, TR 276, generally located on the east side of 2nd Street approximately 142 feet north of Jackilu Street.

SUMMARY:

- The developer is proposing to subdivide two unplatted lots into five developable lots.
- The development consists of approximately 5.070 acres.
- The lots range in size from 0.138 to 2.479 acres.
- A proposed daycare will be constructed on Lot 2.
- The Planning & Zoning Commission recommended approval with the condition all comments were satisfied prior to City Council approval.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

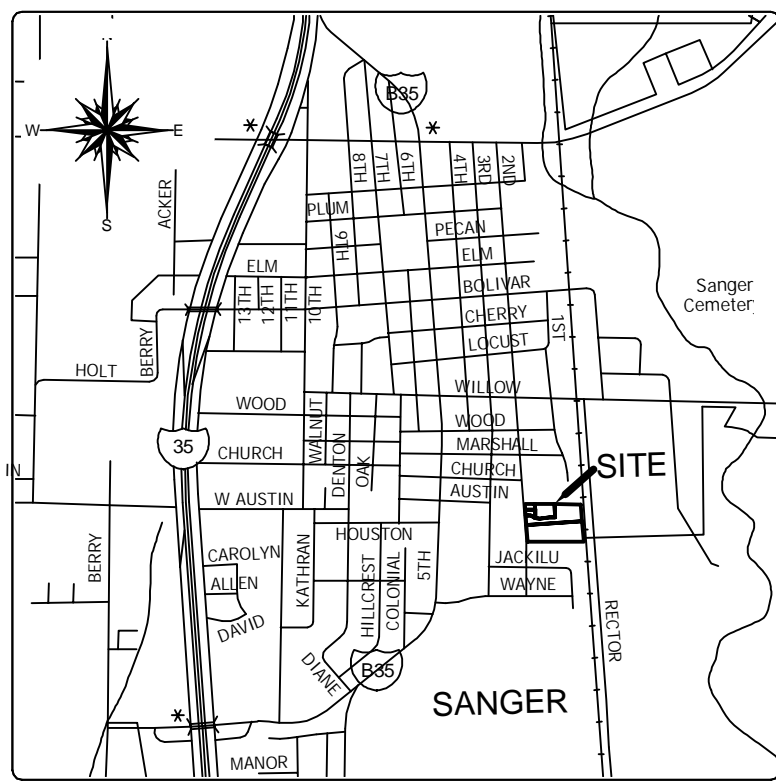
GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends DENIAL on the condition all comments have not been satisfied.

ATTACHMENTS:

Location Map
 Preliminary Plat
 Application
 Letter of Intent
 Planning Comments
 Engineering Comments

VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
- NOTICE- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT REMOVE EXISTING DEED RESTRICTION, IF ANY, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE TO BE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.
- FLOOD STATEMENT:** I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF SANGER, COMMUNITY NUMBER 480786 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 210 G OF SAID MAP.
- THE PURPOSE OF THIS PLAT IS TO CREATE 5 LOTS OF RECORD FROM A 5.070 ACRE PARCEL OF LAND.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
- PRIVATE IMPROVEMENTS MAY NOT BE BUILT UPON OR ENCRROACH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.

Closure Report Thu Dec 5 09:37:08 2024

Nothing	Easting	Bearing	Distance
7178468.316	2374892.537	N 88°52'34" W	576.154
7178479.616	2374316.493	N 02°48'53" W	389.910
7178869.055	2374297.347	S 88°02'41" E	100.000
7178865.643	2374397.289	S 87°56'56" E	473.369
7178848.700	2374870.354	S 03°20'15" E	381.030
7178468.316	2374892.537		

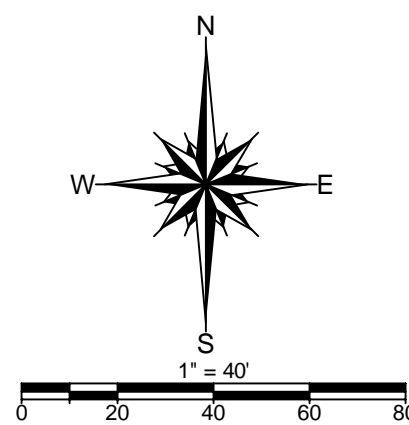
Closure Error Distance> 0.00000
Total Distance> 1920.463
Polyline Area: 220854 sq ft, 5.070 acres

4321 I-35 SUITE 575
GAINESVILLE, TX 76205
(940)382-3446
JOB NUMBER: 230464-02
DRAWN BY: TEP
DATE: 1-14-2025
R.P.L.S.
KENNETH A. ZOLLINGER

SURVEYOR:
KAZ SURVEYING, INC.
4321 I-35 SUITE 575
DENTON, TEXAS 76205
PHONE: 940-382-3446
TBPLS FIRM# 10002100

OWNER:
SPRINGER FAMILY RENTALS LTD.
P.O. BOX 248
SANGER, TEXAS 76266
CONTACT: (940) 458-7758

BOUNDARY LINE TABLE				24' FIRE LANE, ACCESS & WATER EASEMENT LINE TABLE				15' SANITARY SEWER EASEMENT LINE TABLE				CURVE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE		CURVE	RADIUS	ARC LENGTH	CHORD BEARING
L1	N 88°52'34" W	17.40		L5	N 87°51'38" E	17.30		L1	S 87°56'56" E	115.07		C1	113.00	173.16	N 73°55'33" W
L2	N 87°31'38" E	17.31		L6	N 85°51'46" E	97.97		L20	S 03°20'15" E	148.00		C2	87.00	16.90	S 60°56'37" E
L3	N 85°51'46" E	98.00		L7	N 88°55'57" E	63.72		L21	S 87°11'07" W	1238.88		C3	87.00	41.95	N 80°19'22" W
L4	N 88°55'57" E	158.74		L8	N 01°04'03" W	100.02		L22	S 01°10'16" W	215.92		C4	112.00	72.51	N 73°55'33" W
				L9	S 01°04'03" E	94.68		L23	N 88°49'44" W	15.00		C5	88.00	59.53	N 74°45'29" W
				L10	N 87°49'56" E	25.02		C6	25.00	39.27	S 43°55'57" W				35.36
				L11	S 01°58'21" E	15.06		C7	49.00	24.81	S 13°29'14" W				24.65
				L12	S 87°56'46" W	38.44		C8	49.00	31.88	N 70°17'45" E				31.32
				L13	S 88°55'57" W	137.07		C9	112.00	75.76	N 74°45'29" W				74.33
				L14	S 85°51'46" W	97.33		C10	88.00	56.97	S 73°55'33" E				55.88
				L15	S 87°31'38" W	17.16		C11	25.00	78.54	N 88°55'57" W				50.00
				L16	N 02°48'53" W	24.00		C12	25.00	78.54	N 88°55'57" E				50.00
				L17	N 01°04'03" W	45.00									
				L18	S 01°04'03" E	45.00									



LEGEND	
R.O.W.	= RIGHT-OF-WAY
FIR	= FOUND IRON ROD
FIR/CAP	= FOUND IRON ROD W/CAP
SIR/CAP	= SET IRON ROD W/CAP
CM	= CONTROLLING MONUMENT
()	= PLAT OR DEED CALL
POB	= POINT OF BEGINNING
—	= BOUNDARY LINE
- - -	= BUILDING LINE
- · - · -	= EASEMENT LINE
- · - · -	= ADJOINER LINE
- - -	= CENTERLINE
+++++	= RAILROAD

OWNERS CERTIFICATION:

WHEREAS SPRINGER FAMILY RENTALS LTD. IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241 DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 5.062 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPRINGER FAMILY RENTALS, LTD RECORDED IN DOCUMENT NUMBER 2015-68194, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED IRON ROD FOUND MAINTAINING THE SOUTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE NORTHEAST CORNER OF V.H. WARD JR. SUBDIVISION, BLOCK 2, AN ADDITION IN THE CITY OF SANGER, TEXAS AS SHOWN BY PLAT OF RECORD IN CABINET A, SLIDE 142, PLAT RECORDS, DENTON COUNTY, TEXAS, AND IN THE WEST LINE OF BURLINGTON NORTHERN, SANTA FE RAILROAD;

THENCE NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 5.062 ACRE TRACT, AND THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 576.15 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHWEST CORNER OF SAID 5.062 ACRE TRACT, IN THE EAST RIGHT OF WAY LINE OF SECOND STREET, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 2, OF SAID V.H. WARD JR. SUBDIVISION, BEARS NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.40 FEET;

THENCE NORTH 02 DEGREES 48 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID 5.062 ACRE TRACT AND SAID EAST RIGHT-OF-WAY LINE, DISTANCE OF 389.91 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE NORTHWEST CORNER OF SAID 5.062 ACRE TRACT AND THE SOUTHWEST CORNER OF A "FIRST TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 88 DEGREES 02 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID "FIRST TRACT", A DISTANCE OF 100.00 FEET TO A 1/2 INCH CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHEAST CORNER OF SAID "FIRST TRACT" AND THE SOUTHWEST CORNER OF A 3.390 ACRE "SECOND TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 87 DEGREES 56 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID 3.390 ACRE "SECOND TRACT", A DISTANCE OF 473.37 FEET TO A 1/2 INCH IRON ROD FOUND MAINTAINING THE NORTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 3.390 ACRE "SECOND TRACT", AND IN THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD;

THENCE SOUTH 03 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID 5.062 ACRE TRACT AND THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD, A DISTANCE OF 381.03 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.070 ACRES OF LAND, MORE OR LESS.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, SPRINGER FAMILY RENTALS, LTD., through its duly sworn representative, does hereby adopt this Final Plat, designating the hereinabove described property as SANGER DAYCARE ADDITION, an addition to the City of Sanger, Texas, and do hereby dedicate to public use forever by fee simply title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, dive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all items in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to a access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

JEFF SPRINGER DATE
REPRESENTATIVE SPRINGER FAMILY RENTALS, LTD.

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFF SPRINGER**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SANGER, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER, L.S. # 5312 DATE _____

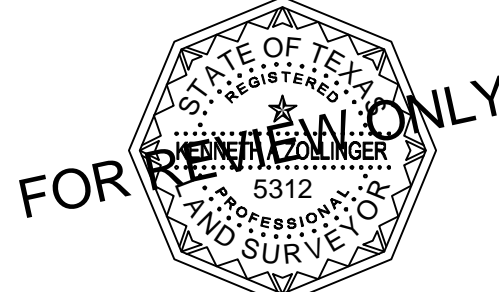
STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.



*APPROVED AND ACCEPTED

CHAIRMAN, PLANNING & ZONING COMMISSION
CITY OF SANGER, TEXAS

MAYOR
CITY OF SANGER

ATTESTED BY

CITY SECRETARY
CITY OF SANGER, TEXAS

APPROVAL BLOCK

FINAL PLAT
LOTS 1-5, BLOCK A
SANGER DAYCARE ADDITION
BEING 5.070 ACRES
IN THE HENRY TIERWESTER SURVEY,
ABSTRACT NUMBER 1241,
IN THE CITY OF SANGER,
DENTON COUNTY, TEXAS

DATE OF PLAT 1-14-2025

GRADING NOTES

1. A GRADING PERMIT IS REQUIRED FROM THE CITY PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS PERMIT AND PAYING ALL ASSOCIATED FEES.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.
3. ALL SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVING SURFACE OR FINISHED EARTH GRADE UNLESS NOTED OTHERWISE. ADD 6-INCHES TO SPOT GRADES SHOWN, FOR TOP OF CURB ELEVATIONS.
4. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING. IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED.
5. THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
6. ALL EXISTING CONCRETE PAVING, CHANNEL IMPROVEMENTS, SIDEWALK, STRUCTURES AND CURB DEMOLITION SHALL BE REMOVED IN THEIR ENTIRETY, AND DISPOSED OF BY THE CONTRACTOR, OFF SITE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
7. ALL AREAS DISTURBED BY GRADING OPERATIONS SHALL BE SEEDED, TEMPORARILY IRRIGATED AND MAINTAINED UNTIL A UNIFORM COVERAGE OF 70% MINIMUM DENSITY, AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE, IS ACHIEVED.
8. THE GRADING CONTRACTOR SHALL COORDINATE WITH THE FRANCHISE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS.
9. THE CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. ANY DEVIATION FROM A BALANCED CUT AND FILL SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND ANY VARIANCE SHALL BE SPECIFICALLY ITEMIZED ON THE BID.

WATER AND SANITARY SEWER NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
3. ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.
4. ALL FIRE LINES SHALL CONFORM TO THE CITY DESIGN CRITERIA.
5. ALL APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT CITY DESIGN STANDARDS.
6. FOR PIPES 12" AND SMALLER IN THE PROPOSED OR EXISTING PAVEMENT, DEPTH OF OVER SHALL BE 42". FOR 12" AND SMALLER WATER MAIN IN AREAS WITHOUT PERMANENT PAVING SURFACES WITH BASE, THE MINIMUM DEPTH OF COVER SHALL BE 5 FEET.
7. ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 12 FEET SHALL BE SDR-26. ALL WATER LINES 12" AND SMALLER SHALL BE C900, DR-14 PVC.
8. THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
9. EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OR VERTICAL SEPARATION. CONTRACTOR TO MAINTAIN MINIMUM 9'-FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER, WATER AND STORM SEWER MAIN. FIRE HYDRANTS ARE NOT TO BE INSTALLED CLOSER THAN 9 FEET TO ANY WASTEWATER MAIN OR APPURTENANCE.
10. EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN.
11. CONTRACTOR SHALL CONTACT NECESSARY FRANCHISE UTILITY COMPANIES PRIOR TO CONSTRUCTION, IN ORDER TO LOCATE AND/OR DISCONNECT SERVICES.
12. FOR EACH SEWER AND WATER CROSSING, CENTER ONE JOINT OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
13. ALL VALVES AND FITTINGS SHALL HAVE MEGALUG ANCHORS.
14. ALL CONNECTIONS TO EXISTING WATER MAINS SHALL BE DONE BY CITY PERSONNEL AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR TO COORDINATE WATER SERVICES AND METERS WITH THE MEP PLANS FOR EACH BUILDING.
16. CONTRACTOR TO COORDINATE IRRIGATION SERVICES AND METERS WITH THE LANDSCAPE AND IRRIGATION PLANS.

TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS, AT LEAST 48 HOURS PRIOR TO ANY WORK IN A CITY RIGHT-OF-WAY.
2. ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION.
3. THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THESE TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL UNCOVER EXISTING SIGNS AND REPLACE PAVEMENT MARKINGS IN-KIND AS ORIGINALLY CONFIGURED AT THE END OF CONSTRUCTION OPERATIONS AND PRIOR TO FINAL ACCEPTANCE BY THE OWNER.
5. ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND ORIGINAL TRAFFIC CONTROL MEASURES REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
6. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
7. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

EROSION CONTROL NOTES

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:
MINIMUM SIZE STONE: 3 INCH DIAMETER
THICKNESS: NOT LESS THAN 8 INCHES
A: NOT LESS THAN 50 FEET
B: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.
12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.

PAVING AND STRIPING NOTES

1. ALL WORK AND MATERIALS ON SITE SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS.
2. ALL PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL REPORT.
3. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER. FOR TESTING MATERIALS, PROCUREMENT OF THE TESTING LABORATORY AND THE PAYMENT OF SUCH TESTING SERVICES SHALL BE MADE BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE CITY AND PROJECT SPECIFICATIONS.
4. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
5. RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
7. ALL TRAFFIC STRIPING AT ENTRANCE SHALL BE EXTRUDED THERMOPLASTIC MARKING MATERIAL. STANDARD PARKING STRIPING SHALL BE PAINTED WHITE.
8. SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE CITY PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LINES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
10. CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S OUTER LINE TO THE TOP, BACK OF CURB.
11. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. CITY ORDINANCE CHAPTER 29-2 SECTION 503.3 AMENDING THE 2006 INTERNATIONAL FIRE CODE.
12. ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT OF 1994 AND THE TEXAS ARCHITECTURAL BARRIERS ACT OF 1994, AND ALL ADDENDA OR UPDATES.
13. ALL EXISTING CONCRETE OR ASPHALT SHOWN TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE.
14. CONTRACTOR SHALL CONDUCT STABILIZATION ANALYSIS OF SUBGRADE & PROVIDE A REPORT TO THE CITY AND THE CITY ENGINEER DETAILING THE RECOMMENDED AMOUNT OF LIME OR CEMENT TO BE ADDED AND THE APPROPRIATE APPLICATION & COMPACTION METHODS.

GENERAL CONSTRUCTION NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY DESIGN STANDARDS.
2. THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS. SERVICES SHOWN ON THE PLANS ARE CONCEPTUAL.
3. THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
4. BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF PIPE.
5. THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY RECORDS AND PLANS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
6. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
7. THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
10. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
13. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
14. CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
15. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
16. ALL HORIZONTAL DIMENSIONS GIVEN ARE TO FACE OF CURB AND TO PIPE CENTERLINES UNLESS OTHERWISE NOTED ON PLANS.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELOCATION AND INSTALLATION OF FRANCHISE UTILITIES NECESSARY FOR ON AND OFF SITE CONSTRUCTION. PAYMENT FOR RELOCATION AND INSTALLATION WILL BE NEGOTIATED ONCE IDENTIFIED.
18. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED, IRRIGATED, AND STABILIZED AS SPECIFIED IN THE PLANS, AND MAINTAINED UNTIL SOIL IS STABILIZED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE STABILIZED AND MULCHED AS SHOWN ON THE LANDSCAPE, GRADING, AND EROSION CONTROL PLANS.
19. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE SHOWN.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
21. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
22. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CIVIL ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
23. ALL WORK ON STATE RIGHT-OF-WAY (ROW) SHALL COMPLY WITH THE TxDOT PERMIT PROVISIONS AND TxDOT STANDARDS.
24. CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
25. ALL "RECORD" DIMENSIONS SHALL CONFORM TO THE DESIGN DIMENSIONS PLUS OR MINUS 0.02 FEET. ALL "RECORD" SLOPES SHALL CONFORM TO THE DESIGNED SLOPES PLUS OR MINUS 0.005 FOOT/FOOT.
26. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK, PROVISION OF A SAFE AND HEALTHFUL WORK ENVIRONMENT INCLUDES PROVISION OF A TRENCH SAFETY SYSTEM.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS AND LABOR TO CONSTRUCT THE PROJECT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
28. THE CONTRACTOR SHALL SEED AND FERTILIZE ALL AREAS DISTURBED BY CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES INCLUDING TEMPORARY IRRIGATION TO ENSURE FULL COVERAGE OF VEGETATION. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING.

MATERIAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL EITHER:
a) BE AMONGST THOSE LISTED ON CITY'S PROJECT MATERIAL SUBMITTAL CHECKLISTS (IN WHICH CASE APPLICANT NEED NOT PROVIDE MATERIAL SUBMITTALS); OR
b) BE "OR-EQUAL" MATERIALS, CONFORMING TO THE SPECIFICATIONS ON THAT CHECKLIST (IN WHICH CASE APPLICANT SHALL PROVIDE CORRESPONDING MATERIAL SUBMITTALS TO PUBLIC WORKS INSPECTION DEPT. FOR CITY'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.)

REV. 1

REV. 2

REV. 3

REV. 4

REV. 5

2415 N. ELM STREET
DENTON, TEXAS 76201
Phone (940) 380-9453
FAX (940) 380-9431

Texas Board of
Professional Engineers
Registration Number: E-7998

info@ae-gp.com

03/19/2025

STATE OF TEXAS
WILLIAM TODD ESTES
92659
REGISTERED
PROFESSIONAL ENGINEER

W. Todd Estes

Drawn by: JSM
Checked by: WTE

JEFF SPRINGER
CONSTRUCTION PLANS

SANGER DAY CARE

CITY OF SANGER, DENTON COUNTY, TEXAS

GENERAL NOTES

Job: SFP2301

SHEET
02



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

SUBDIVISION APPLICATION

☒

Preliminary Plat
Minor Plat

☐

Final Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance Plat

Applicant	Owner (if different from applicant)
Name: Jason Monk	Name: Jeff Springer
Company: Allison Engineering Group, Inc.	Company: Springer Family Rentals, LTD
Address: 2415 N. Elm St.	Address 1807 Westminster Street
City, State, Zip: Allison Engineering Group, Inc.	City, State, Zip: Denton, TX 76205
Phone 940-380-9453	Phone: 940-387-0404
Fax:	Fax:
Email: info@ae-grp.com; jmonk@ae-grp.com	Email: jeff@springer-lyle.com

Submittal Checklist

✓	Pre-Application Conference (Date: <u>1/30/2024</u>)
✓	Application Form (Signed by Owner and Applicant)
✓	Letter of Intent
✓	Non-Refundable Application Fee (Check Payable to City of Sanger)
✓	Applicable Plat Checklist (Completed)
✓	Additional Required Documents/Traffic & Drainage Studies etc.

Supporting Materials (List if provided): _____

R Number(s): R57773 & R56810

Owner's Signature 

March 18, 2025
Date

Applicant's Signature _____

Date _____

May 1, 2025

City of Sanger Development Services
P.O. Box 1729
Sanger, TX 76266

Re: Springer Commons Addition

Written Description

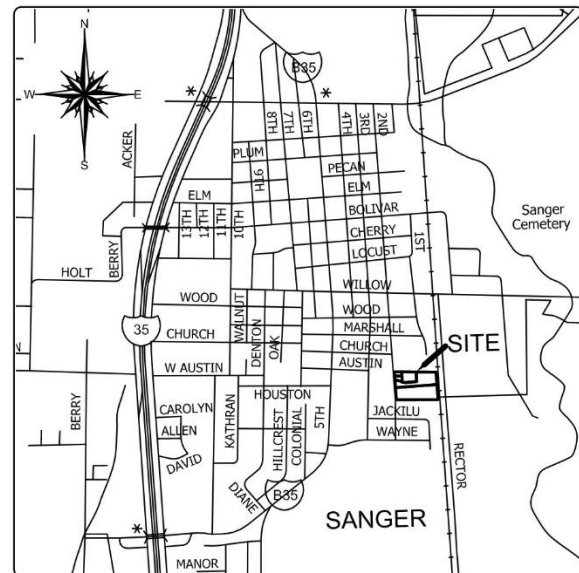
Project Description/Summary and Site History

Springer Family Rentals, LLC, is proposing to plat a portion of the Henry Tierwester Survey, Abstract #1241 into five lots. This new plat is located on the west side of the 600 block of Second St. The Owner is also proposing to develop Lot 2 of this new addition into a daycare center with concrete parking and a driveway in a 24' wide fire lane, access, & water easement.

Owner will tap existing 8" water line in second street and run a 6" water line onto the site, ending in a fire hydrant. Water services will be installed on new 6" line.

Owner will tap existing 6" sanitary sewer line on site for sewer services.

Current zoning is I-1. Adjacent zoning is SF-10 and 2F.



Site Conditions

The existing area currently consists of vacant land adjacent to single family residential.

Infrastructure includes:

- Public Water – Existing 8" along Second Street.
- Public Sanitary Sewer – Existing 6" on south side of plat in Lot 2
- Existing drainage channel on site will be cleaned and cleared and used for site detention and to account for any additional runoff.

Respectfully Submitted,
Allison Engineering Group



DATE: 4/14/25

1st REVIEW COMMENTS – Preliminary Plat – Sanger Daycare Addition

The request is for a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres in the A1241A TIERWESTER, TR 276, 277, and 278 and MARY H SHIRLEY BLK 13, 14, and 14(S PT), prepared by KAZ Surveying, submitted on 3/19/25. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Planning

Provide the following;

1. Add -Title Block with the following information:
 - 1) Provided
 - 2) Provided
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Provided
 - 5) Provided
 - 6) Right-of-Way acreage, if dedicated
 - 7) Provided
2. Existing Features:
 - 1) Provided
 - 2) Provided
 - 3) Provided
 - 4) Contours with intervals of two feet (2') or less, referred to mean sea level datum. In areas where the terrain is relatively flat, supplementary contours shall be shown so that the average horizontal distance between said lines does not exceed two hundred feet (200').
 - 5) Provided
 - 6) Location of existing fire hydrants and fire lanes



3. New Features:
 - 1) Provided
 - 2) Provided
 - 3) Provided
 - 4) Acreage or square footage of right-of-way dedicated should be shown, including corner clips and deceleration/turn lanes on the plat
 - 5) Provided.
 - 6) Provided
 - 7) Provided
 - 8) Location of proposed fire hydrants and fire lanes
 - 9) N/A
 - 10) Provided
 - 11) Provided
4. Table showing the following information:
 - 1) Listing of the lots with square footage, and the associated lot widths at the front building line
 - 2) Square footage of total building footprint and of each land use (if known)
 - 3) N/A
 - 4) N/A
5. Approval Block matching checklist.

Informational Comments

1. The property is within the City of Sanger.
2. The Preliminary Plat will be scheduled for Planning and Zoning (P&Z) Commission meeting on Monday, April 14, 2025, and the City Council meeting on Monday, May 5, 2025.



April 8, 2025
AVO 37449.004

Ms. Ramie Hammonds
Development Services Director/Building Official
City of Sanger
201 Bolivar Street
P.O. Box 1729
Sanger, Texas 76266

Re: Sanger Daycare – Construction Plans Review

Dear Ms. Hammonds,

Halff was requested by the City of Sanger to review the Construction Plans for Sanger Daycare. The submittal was prepared by Allison Engineering Group and was received March 25, 2025.

We have completed our review and offer the following comments:

Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments may be written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses. Please note additional comments may be provided in subsequent reviews once additional data/responses are received.

General Comments

1. Approval pending. A drainage study should be included showing all the appropriate calculations. The hydrology model and all appropriate supporting files should be included with the submittal package.

Construction Plan Comments

Cover Sheet:

1. Inlet calculations and STM line sheets are not included. Please provide.

Drainage Area Map:

2. Please further divide the offsite area as shown on the attached markups.
3. Please add a point of hydrologic analysis at the existing culvert under S 2nd St.
4. Calculations should be provided for existing culverts showing that appropriate capacity exists.

Grading Plan



5. If natural ditch is to be replaced by improved flume, the flow from the 100-year flood must be contained within the improved channel while allowing for one (1) foot of freeboard. Please revise design to account for this. See § 10.106(d)(9)(B)(ii)
6. Please provide an explanation of the context in which these rational method calculations are applicable. Additionally, an increase in discharge is noted. Please demonstrate that this increase does not cause any adverse impacts to adjacent properties.
7. The approved drainage system shall provide for positive overflow at all low points. The system shall be designed for the 10-year with 100-year positive overflow in streets such that the depth of flow in the street does not exceed the top of curb. Also provide the velocity in the pipe, the discharge velocity and the hydraulic gradient calculations and grade line.
8. It appears that no outlet is provided for the revised channel along the south side of the improvement. How does it drain? Please revise or clarify.

If you have any questions or need additional information, please do not hesitate to call me at (214)-937-3921.

Sincerely,

HALFF

TBPELS Firm No. 312

A handwritten signature in black ink, appearing to read "Y. Tong", written over a horizontal line.

Yangbin Tong, PE, CFM



April 7, 2025
AVO 37449.004

Ms. Ramie Hammonds
Development Services Director/Building Official
City of Sanger
201 Bolivar Street
P.O. Box 1729
Sanger, Texas 76266

Re: Sanger Daycare - Review #1

Dear Ms. Hammonds,

Halff was requested by the City of Sanger to review the Construction Plans for the Sanger Day Care development. The submittal was prepared by the Allison Engineering Group and was received March 25, 2025.

We have completed our review and offer the following comments:

Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments are written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses. Please address all Hydrology and Hydraulics comments provided in a separate letter.

Overall

1. Provide embedment details for water, sanitary sewer services, and storm drain lines installations.
2. Provide pavement repair details for water line and sanitary sewer service connections in the existing concrete Second Street.
3. Confirm sheet names and sheet numbers are labelled correctly.

Site and Paving Plan

1. Consider installing "fire lane no parking" paint along this pavement edge to prevent parking from interfering with fire trucks / emergency vehicles.
2. What will keep vehicle overhang from encroaching into sidewalk? Consider widening sidewalk and/or adding wheel stops.
3. Provide geotech report to verify pavement needed.
4. Clarify where curbs are being placed!

Utility Plan



1. Per ordinance 10.106(e)(2)(B)(v) Eight-inch (8") diameter or larger mains shall be installed in zoning districts commonly referred to as "commercial", "industrial", or "multifamily".... Where dead-ends must exist, eight-inch (8") diameter or larger mains shall be installed.
2. Confirm this existing 6" SS have the capacity to handle sanitary sewer demand from these lots?

If you have any questions or need additional information, please do not hesitate to call me at (817) 764-7468.

Sincerely,

A handwritten signature in black ink that reads "Keith L. Freeman".

Keith Freeman, PE

HALFF

Firm No. 0312

Attachments: Final Plat markups

File Name: P:\Projects\SFP2301 - Sanger Daycare Center\DWG\COVER SHEET.dwg

Save Date: Wednesday, March 19, 2025 1:04:59 PM

Plot Style Table: Allison.ctb

Printed By: Jason Mork
Plot Date: Wednesday, March 19, 2025 1:05:48 PM

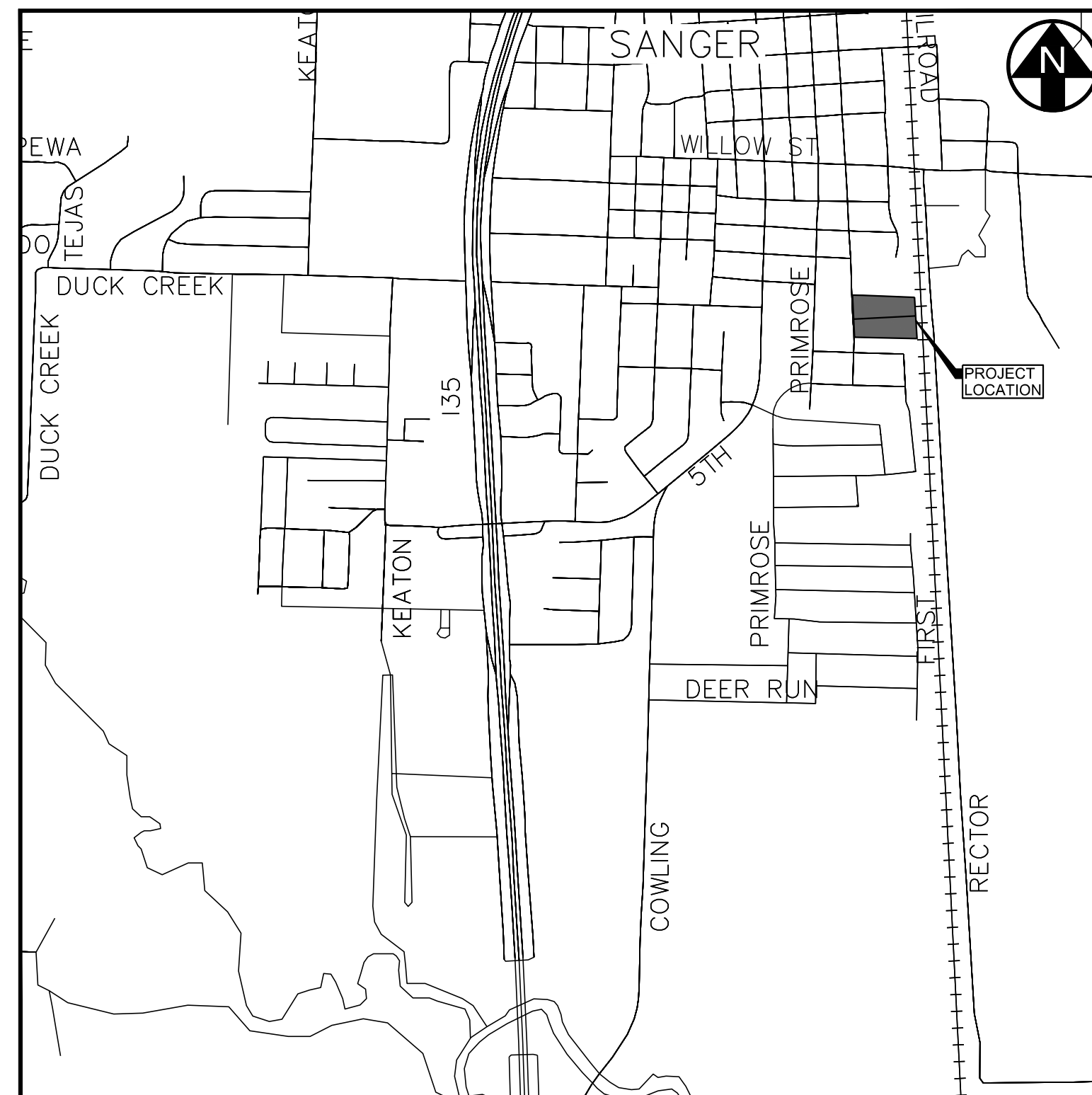
CONSTRUCTON PLANS FOR SANGER DAY CARE CITY OF SANGER, DENTON COUNTY, TEXAS MARCH 2025

OWNER:
SPRINGER FAMILY RENTALS, LLC
1807 WESTMINSTER STREET
DENTON, TX 76205
(940) 387-0404
CONTACT: JEFF SPRINGER

ENGINEER:
2415 N. ELM STREET
DENTON, TEXAS 76201
(940) 380-9453
WWW.AE-GRP.COM
TBPE FIRM REG # 7898
CONTACT: WILLIAM TODD ESTES, P.E.



SURVEYOR:
KAZ SURVEYING
4321 I-35, SUITE 575
SANGER, TX 76240
(940) 382-3446
CONTACT: KENNETH A. ZOLLINGER, R.P.L.S.



VICINITY MAP
1" = 2000'

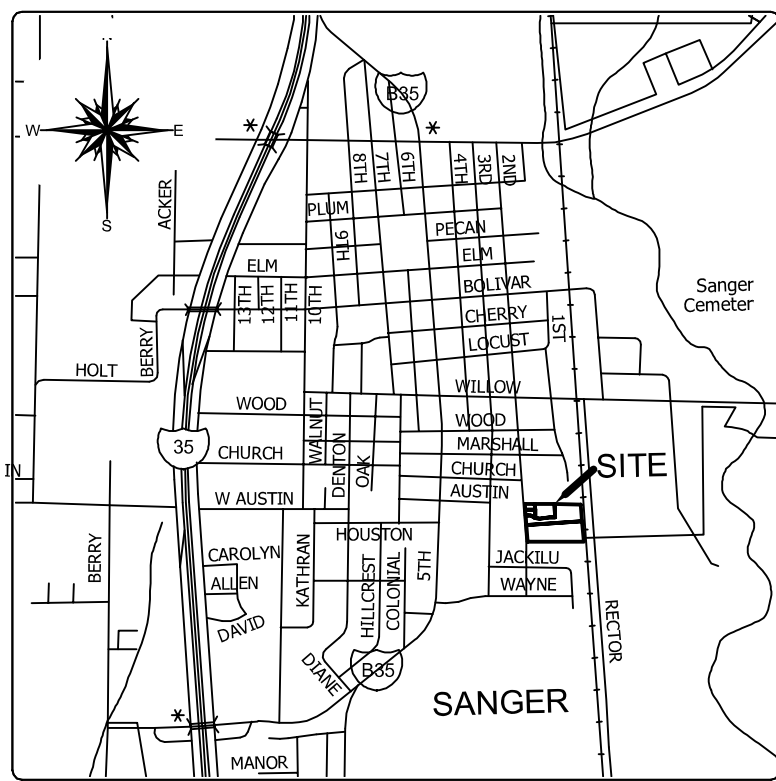
Inlet calculations and
STM line sheets are
not included. Please
provide.

SHEET INDEX

NO.	SHEET TITLE
00	COVER SHEET
01	FINAL PLAT
02	GENERAL NOTES
04	DRAINAGE AREA MAP
05	GRADING PLAN
06	SITE & PAVING PLAN
07	UTILITY PLAN
08	EROSION CONTROL PLAN
09	EROSION CONTROL DETAILS
10	STANDARD DETAILS - PAVING
11	STANDARD DETAILS - WATER
12	STANDARD DETAILS - SEWER



SUBMITTAL LOG		
NO.	DATE	SUBMITTAL
1.	12/09/2024	1ST SUBMITTAL - TO CITY FOR REVIEW NOT FOR CONSTRUCTION
2.	03/19/2025	2ND SUBMITTAL - TO CITY FOR REVIEW NOT FOR CONSTRUCTION

VICINITY MAP
NOT TO SCALE**GENERAL NOTES:**

- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
- NOTICE- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT REMOVE EXISTING DEED RESTRICTION, IF ANY, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE TO BE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.
- FLOOD STATEMENT:** I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF SANGER, COMMUNITY NUMBER 480786 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 210 G OF SAID MAP.
- THE PURPOSE OF THIS PLAT IS TO CREATE 5 LOTS OF RECORD FROM A 5.070 ACRE PARCEL OF LAND.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
- PRIVATE IMPROVEMENTS MAY NOT BE BUILT UPON OR ENCRATCH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.

Closure Report Thu Dec 5 09:37:08 2024

Northing	Eastng	Bearing	Distance
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7178468.316	2374892.537	N 88°52'34" W	576.154
7178479.616	2374316.493	N 02°48'53" W	389.910
7178869.055	2374297.347	S 88°02'41" E	100.000
7178865.643	2374397.289	S 87°59'56" E	473.369
7178848.700	2374480.354	S 03°20'15" E	381.030
7178468.316	2374892.537		

Closure Error Distance> 0.00000

Total Distance> 1920.463

Polyline Area: 220854 sq ft, 5.070 acres

4321 I-35 SUITE 575
GAINESVILLE, TX 76205
(940) 382-3446

JOB NUMBER: 230464-02
DRAWN BY: TEP
DATE: 1-14-2025

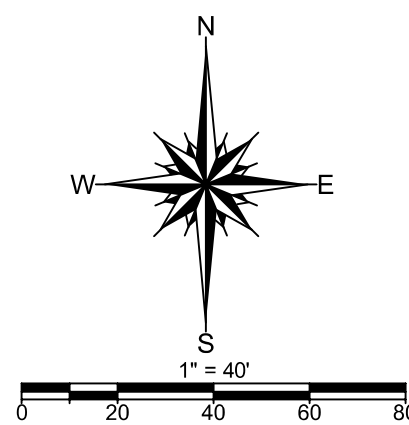
R.P.L.S.
KENNETH A. ZOLLINGER

SURVEYOR:
KAZ SURVEYING, INC.
4321 I-35 SUITE 575
DENTON, TEXAS 76205
PHONE: 940-382-3446
TBPLS FIRM# 10002100

OWNER:
SPRINGER FAMILY RENTALS LTD.
P.O. BOX 248
SANGER, TEXAS 76266
CONTACT: (940) 458-7758

BOUNDARY LINE TABLE			24' FIRE LANE, ACCESS & WATER EASEMENT LINE TABLE			15' SANITARY SEWER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 88°52'34" W	17.40	L5	N 87°31'38" E	17.30	L1	N 88°52'34" W	17.40
L2	N 87°31'38" E	17.31	L6	N 88°51'46" E	97.97	L2	N 88°52'34" W	17.40
L3	N 88°51'46" E	98.00	L7	N 88°55'57" E	63.72	L3	N 88°51'46" E	98.00
L4	N 88°55'57" E	150.74	L8	N 01°04'03" W	100.00	L4	N 88°55'57" E	150.74
			L9	S 01°04'03" E	94.68			
			L10	N 87°49'56" E	25.02			
			L11	S 01°06'21" E	15.06			
			L12	S 87°56'46" W	38.44			
			L13	S 88°55'57" W	137.07			
			L14	S 88°51'46" W	97.33			
			L15	S 87°31'38" W	17.16			
			L16	N 02°48'53" W	24.00			
			L17	N 01°04'03" W	45.00			
			L18	S 01°04'03" E	45.00			

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	113.00	173.16	N 73°55'33" W	71.89
C2	87.00	16.90	S 80°56'37" E	16.87
C3	87.00	41.95	N 80°19'22" W	41.55
C4	112.00	72.51	N 73°55'33" W	71.29
C5	88.00	59.53	N 74°45'29" W	58.40
C6	25.00	39.27	S 43°55'57" W	35.36
C7	49.00	24.81	S 13°29'14" W	24.55
C8	49.00	31.88	N 70°17'45" E	31.32
C9	112.00	75.76	N 74°45'29" W	74.33
C10	88.00	56.97	S 73°55'33" E	55.88
C11	25.00	78.54	S 88°55'57" W	50.00
C12	25.00	78.54	N 88°55'57" E	50.00



LEGEND	
R.O.W.	= RIGHT-OF-WAY
FIR	= FOUND IRON ROD
FIR/CAP	= FOUND IRON ROD W/CAP
SIR/CAP	= SET IRON ROD W/CAP
CM	= CONTROLLING MONUMENT
()	= PLAT OR DEED CALL
POB	= POINT OF BEGINNING
—	= BOUNDARY LINE
- - -	= BUILDING LINE
- . - .	= EASEMENT LINE
- - - -	= ADJOINER LINE
—+—	= CENTERLINE
++++	= RAILROAD

OWNERS CERTIFICATION:

WHEREAS SPRINGER FAMILY RENTALS LTD. IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241 DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 5.062 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPRINGER FAMILY RENTALS, LTD RECORDED IN DOCUMENT NUMBER 2015-68194, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED IRON ROD FOUND MAINTAINING THE SOUTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE NORTHEAST CORNER OF V.H. WARD JR. SUBDIVISION, BLOCK 2, AN ADDITION IN THE CITY OF SANGER, TEXAS AS SHOWN BY PLAT OF RECORD IN CABINET A, SLIDE 142, PLAT RECORDS, DENTON COUNTY, TEXAS, AND IN THE WEST LINE OF BURLINGTON NORTHERN, SANTA FE RAILROAD;

THENCE NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 5.062 ACRE TRACT, AND THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 576.15 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHWEST CORNER OF SAID 5.062 ACRE TRACT, IN THE EAST RIGHT OF WAY LINE OF SECOND STREET, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 2, OF SAID V.H. WARD JR. SUBDIVISION, BEARS NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.40 FEET;

THENCE NORTH 02 DEGREES 48 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID 5.062 ACRE TRACT AND SAID EAST RIGHT-OF-WAY LINE, DISTANCE OF 389.91 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE NORTHWEST CORNER OF SAID 5.062 ACRE TRACT AND THE SOUTHWEST CORNER OF A "FIRST TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 88 DEGREES 02 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID "FIRST TRACT", A DISTANCE OF 100.00 FEET TO A 1/2 INCH CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHEAST CORNER OF SAID "FIRST TRACT" AND THE SOUTHWEST CORNER OF A 3.390 ACRE "SECOND TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 87 DEGREES 56 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID 3.390 ACRE "SECOND TRACT", A DISTANCE OF 473.37 FEET TO A 1/2 INCH IRON ROD FOUND MAINTAINING THE NORTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 3.390 ACRE "SECOND TRACT", AND IN THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD;

THENCE SOUTH 03 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID 5.062 ACRE TRACT AND THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD, A DISTANCE OF 381.03 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.070 ACRES OF LAND, MORE OR LESS.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, SPRINGER FAMILY RENTALS, LTD., through its duly sworn representative, does hereby adopt this Final Plat, designating the hereinabove described property as SANGER DAYCARE ADDITION, an addition to the City of Sanger, Texas, and do hereby dedicate to public use forever by fee simply title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, dive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all items in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to a access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

JEFF SPRINGER DATE
REPRESENTATIVE SPRINGER FAMILY RENTALS, LTD.

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFF SPRINGER**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SANGER, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER, P.L.S. # 5312 DATE _____

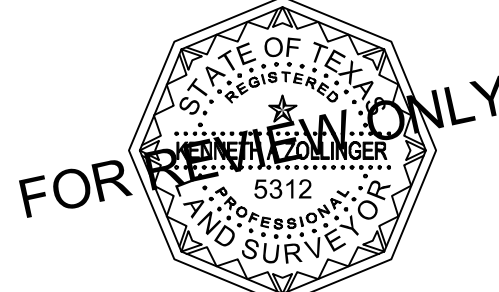
STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

***APPROVED AND ACCEPTED**

CHAIRMAN, PLANNING & ZONING COMMISSION
CITY OF SANGER, TEXAS

DATE _____

MAYOR
CITY OF SANGER

DATE _____

ATTESTED BY _____

CITY SECRETARY
CITY OF SANGER, TEXAS

DATE _____

FINAL PLAT
LOTS 1-5, BLOCK A
SANGER DAYCARE ADDITION
BEING 5.070 ACRES
IN THE HENRY TIERWESTER SURVEY,
ABSTRACT NUMBER 1241,
IN THE CITY OF SANGER,
DENTON COUNTY, TEXAS

DATE OF PLAT 1-14-2025

APPROVAL BLOCK

GRADING NOTES

1. A GRADING PERMIT IS REQUIRED FROM THE CITY PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS PERMIT AND PAYING ALL ASSOCIATED FEES.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.
3. ALL SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVING SURFACE OR FINISHED EARTH GRADE UNLESS NOTED OTHERWISE. ADD 6-INCHES TO SPOT GRADES SHOWN, FOR TOP OF CURB ELEVATIONS.
4. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING. IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED.
5. THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
6. ALL EXISTING CONCRETE PAVING, CHANNEL IMPROVEMENTS, SIDEWALK, STRUCTURES AND CURB DEMOLITION SHALL BE REMOVED IN THEIR ENTIRETY, AND DISPOSED OF BY THE CONTRACTOR, OFF SITE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
7. ALL AREAS DISTURBED BY GRADING OPERATIONS SHALL BE SEEDED, TEMPORARILY IRRIGATED AND MAINTAINED UNTIL A UNIFORM COVERAGE OF 70% MINIMUM DENSITY, AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE, IS ACHIEVED.
8. THE GRADING CONTRACTOR SHALL COORDINATE WITH THE FRANCHISE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS.
9. THE CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. ANY DEVIATION FROM A BALANCED CUT AND FILL SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND ANY VARIANCE SHALL BE SPECIFICALLY ITEMIZED ON THE BID.

WATER AND SANITARY SEWER NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
3. ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.
4. ALL FIRE LINES SHALL CONFORM TO THE CITY DESIGN CRITERIA.
5. ALL APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT CITY DESIGN STANDARDS.
6. FOR PIPES 12" AND SMALLER IN THE PROPOSED OR EXISTING PAVEMENT, DEPTH OF OVER SHALL BE 42". FOR 12" AND SMALLER WATER MAIN IN AREAS WITHOUT PERMANENT PAVING SURFACES WITH BASE, THE MINIMUM DEPTH OF COVER SHALL BE 5 FEET.
7. ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 12 FEET SHALL BE SDR-26. ALL WATER LINES 12" AND SMALLER SHALL BE C900, DR-14 PVC.
8. THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
9. EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OR VERTICAL SEPARATION. CONTRACTOR TO MAINTAIN MINIMUM 9'-FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER, WATER AND STORM SEWER MAIN. FIRE HYDRANTS ARE NOT TO BE INSTALLED CLOSER THAN 9 FEET TO ANY WASTEWATER MAIN OR APPURTENANCE.
10. EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN.
11. CONTRACTOR SHALL CONTACT NECESSARY FRANCHISE UTILITY COMPANIES PRIOR TO CONSTRUCTION, IN ORDER TO LOCATE AND/OR DISCONNECT SERVICES.
12. FOR EACH SEWER AND WATER CROSSING, CENTER ONE JOINT OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
13. ALL VALVES AND FITTINGS SHALL HAVE MEGALUG ANCHORS.
14. ALL CONNECTIONS TO EXISTING WATER MAINS SHALL BE DONE BY CITY PERSONNEL AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR TO COORDINATE WATER SERVICES AND METERS WITH THE MEP PLANS FOR EACH BUILDING.
16. CONTRACTOR TO COORDINATE IRRIGATION SERVICES AND METERS WITH THE LANDSCAPE AND IRRIGATION PLANS.

TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS, AT LEAST 48 HOURS PRIOR TO ANY WORK IN A CITY RIGHT-OF-WAY.
2. ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION.
3. THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THESE TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL UNCOVER EXISTING SIGNS AND REPLACE PAVEMENT MARKINGS IN-KIND AS ORIGINALLY CONFIGURED AT THE END OF CONSTRUCTION OPERATIONS AND PRIOR TO FINAL ACCEPTANCE BY THE OWNER.
5. ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND ORIGINAL TRAFFIC CONTROL MEASURES REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
6. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
7. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

EROSION CONTROL NOTES

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:
MINIMUM SIZE STONE: 3 INCH DIAMETER
THICKNESS: NOT LESS THAN 8 INCHES
A: NOT LESS THAN 50 FEET
B: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.
12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.

PAVING AND STRIPING NOTES

1. ALL WORK AND MATERIALS ON SITE SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS.
2. ALL PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL REPORT.
3. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER. FOR TESTING MATERIALS, PROCUREMENT OF THE TESTING LABORATORY AND THE PAYMENT OF SUCH TESTING SERVICES SHALL BE MADE BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE CITY AND PROJECT SPECIFICATIONS.
4. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
5. RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
7. ALL TRAFFIC STRIPING AT ENTRANCE SHALL BE EXTRUDED THERMOPLASTIC MARKING MATERIAL. STANDARD PARKING STRIPING SHALL BE PAINTED WHITE.
8. SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE CITY PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LINES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
10. CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S OUTER LINE TO THE TOP, BACK OF CURB.
11. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. CITY ORDINANCE CHAPTER 29-2 SECTION 503.3 AMENDING THE 2006 INTERNATIONAL FIRE CODE.
12. ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT OF 1994 AND THE TEXAS ARCHITECTURAL BARRIERS ACT OF 1994, AND ALL ADDENDA OR UPDATES.
13. ALL EXISTING CONCRETE OR ASPHALT SHOWN TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE.
14. CONTRACTOR SHALL CONDUCT STABILIZATION ANALYSIS OF SUBGRADE & PROVIDE A REPORT TO THE CITY AND THE CITY ENGINEER DETAILING THE RECOMMENDED AMOUNT OF LIME OR CEMENT TO BE ADDED AND THE APPROPRIATE APPLICATION & COMPACTION METHODS.

GENERAL CONSTRUCTION NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY DESIGN STANDARDS.
2. THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS. SERVICES SHOWN ON THE PLANS ARE CONCEPTUAL.
3. THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
4. BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF PIPE.
5. THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY RECORDS AND PLANS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
6. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
7. THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
10. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
13. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
14. CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
15. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
16. ALL HORIZONTAL DIMENSIONS GIVEN ARE TO FACE OF CURB AND TO PIPE CENTERLINES UNLESS OTHERWISE NOTED ON PLANS.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELOCATION AND INSTALLATION OF FRANCHISE UTILITIES NECESSARY FOR ON AND OFF SITE CONSTRUCTION. PAYMENT FOR RELOCATION AND INSTALLATION WILL BE NEGOTIATED ONCE IDENTIFIED.
18. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED, IRRIGATED, AND STABILIZED AS SPECIFIED IN THE PLANS, AND MAINTAINED UNTIL SOIL IS STABILIZED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE STABILIZED AND MULCHED AS SHOWN ON THE LANDSCAPE, GRADING, AND EROSION CONTROL PLANS.
19. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE SHOWN.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
21. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
22. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CIVIL ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
23. ALL WORK ON STATE RIGHT-OF-WAY (ROW) SHALL COMPLY WITH THE TxDOT PERMIT PROVISIONS AND TxDOT STANDARDS.
24. CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
25. ALL "RECORD" DIMENSIONS SHALL CONFORM TO THE DESIGN DIMENSIONS PLUS OR MINUS 0.02 FEET. ALL "RECORD" SLOPES SHALL CONFORM TO THE DESIGNED SLOPES PLUS OR MINUS 0.005 FOOT/FOOT.
26. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK, PROVISION OF A SAFE AND HEALTHFUL WORK ENVIRONMENT INCLUDES PROVISION OF A TRENCH SAFETY SYSTEM.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS AND LABOR TO CONSTRUCT THE PROJECT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
28. THE CONTRACTOR SHALL SEED AND FERTILIZE ALL AREAS DISTURBED BY CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES INCLUDING TEMPORARY IRRIGATION TO ENSURE FULL COVERAGE OF VEGETATION. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING.

MATERIAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL EITHER:
a) BE AMONGST THOSE LISTED ON CITY'S PROJECT MATERIAL SUBMITTAL CHECKLISTS (IN WHICH CASE APPLICANT NEED NOT PROVIDE MATERIAL SUBMITTALS); OR
b) BE "OR-EQUAL" MATERIALS, CONFORMING TO THE SPECIFICATIONS ON THAT CHECKLIST (IN WHICH CASE APPLICANT SHALL PROVIDE CORRESPONDING MATERIAL SUBMITTALS TO PUBLIC WORKS INSPECTION DEPT. FOR CITY'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.)

REV. 1

REV. 2

REV. 3

REV. 4

REV. 5

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Texas Board of Professional Engineers
Registration Number: F-7898

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03/19/2025

STATE OF TEXAS
WILLIAM TODD ESTES
92659
REGISTERED PROFESSIONAL ENGINEER

W. Todd Estes

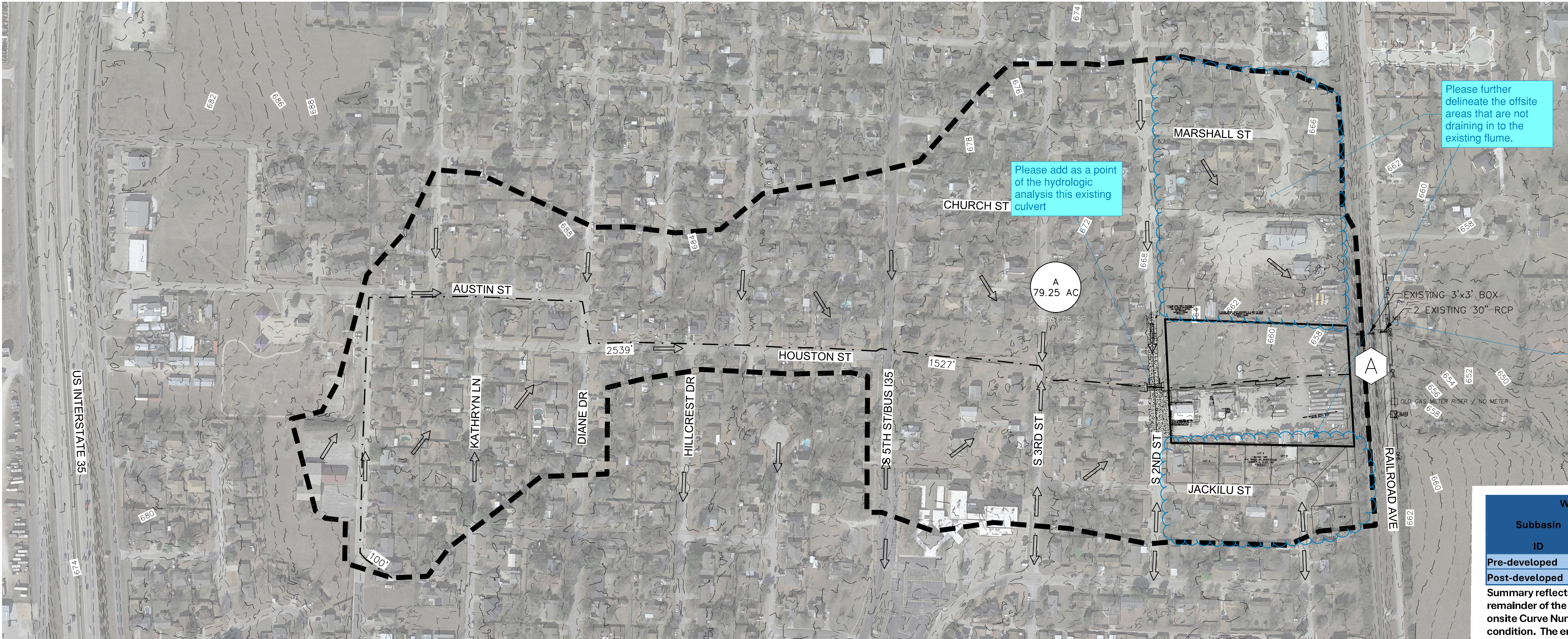
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Checked by: WTE

JEFF SPRINGER
CONSTRUCTION PLANS

SANGER DAY CARE

CITY OF SANGER, DENTON COUNTY, TEXAS

GENERAL NOTES



Watershed Response Summary (HEC-HMS Results)							
Subbasin ID	Total Area (acres)	Q2 (cfs)	Q5 (cfs)	Q10 (cfs)	Q25 (cfs)	Q50 (cfs)	Q100 (cfs)
Pre-developed	79.25	143.80	189.94	229.12	284.95	328.37	374.32
Post-developed	79.25	143.80	189.94	229.12	284.95	328.37	374.32

Summary reflects the change in Curve Number for the onsite area only as the remainder of the watershed is currently in the ultimate developed condition. The onsite Curve Number changed from 86 in the existing condition to 92 in the proposed condition. The entire watershed is in soils with a hydrologic soil group of D.

NOTE:
ENGINEER USED HEC HMS UNIT HYDROGRAPH METHODOLOGY (SCS SYNTHETIC STORM) TO CONFIRM THAT DETENTION IS NOT REQUIRED. PRE AND POST DEVELOPED FLOW FOR THE ENTIRE BASIN SHOW NO INCREASE IN PEAK FLOW TO THE CROSSING UNDER THE RAILROAD AND DOWNSTREAM. THIS IS DUE TO THE DIFFERENTIAL TIMING OF THE HYDROGRAPHS. THE OFFSITE PEAK FLOWS ARRIVE AT THE CULVERT UNDER THE RAILROAD SIGNIFICANTLY LATER THAN THE ONSITE PEAK FLOWS, WHICH GIVE NO NET INCREASE IN PEAK DISCHARGE DOWNSTREAM OF THE RAILROAD

Approval pending. A drainage study should be included showing all the appropriate calculations. The hydrology model and all appropriate supporting files should be included with the submittal package.




SITE RUNOFF CALCULATIONS FOR MODIFIED RATIONAL METHOD STORAGE CALCULATIONS													
	Area (acres)	Ca	Td (min)	I2 (in/hr)	Q2 (cfs)	I5 (in/hr)	Q5 (cfs)	I10 (in/hr)	Q10 (cfs)	I25 (in/hr)	Q25 (cfs)	I50 (in/hr)	Q50 (cfs)
Pre-developed	2.6701	0.3	12	4.05	3.25	5.23	4.19	6.11	4.89	7.24	5.80	8.07	6.47
Post-developed	2.6701	0.75	10	4.35	8.71	5.62	11.25	6.56	13.14	7.79	15.60	8.69	17.40

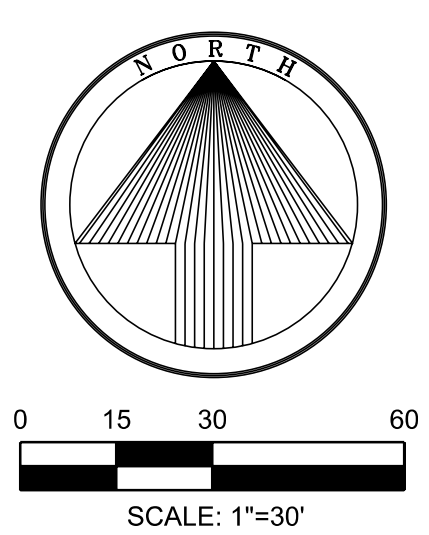
I100 (in/hr)	Q100 (cfs)
8.89	7.12

NOTE:
ENGINEER USED HEC HMS UNIT HYDROGRAPH METHODOLOGY (SCS SYNTHETIC STORM) TO CONFIRM THAT DETENTION IS NOT REQUIRED. PRE AND POST DEVELOPED FLOW FOR THE ENTIRE BASIN SHOW NO INCREASE IN PEAK FLOW TO THE CROSSING UNDER THE RAILROAD AND DOWNSTREAM. THIS IS DUE TO THE DIFFERENTIAL TIMING OF THE HYDROGRAPHS. THE OFFSITE PEAK FLOWS ARRIVE AT THE CULVERT UNDER THE RAILROAD SIGNIFICANTLY LATER THAN THE ONSITE PEAK FLOWS, WHICH GIVE NO NET INCREASE IN PEAK DISCHARGE DOWNSTREAM OF THE RAILROAD

CAUTION!!



EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.

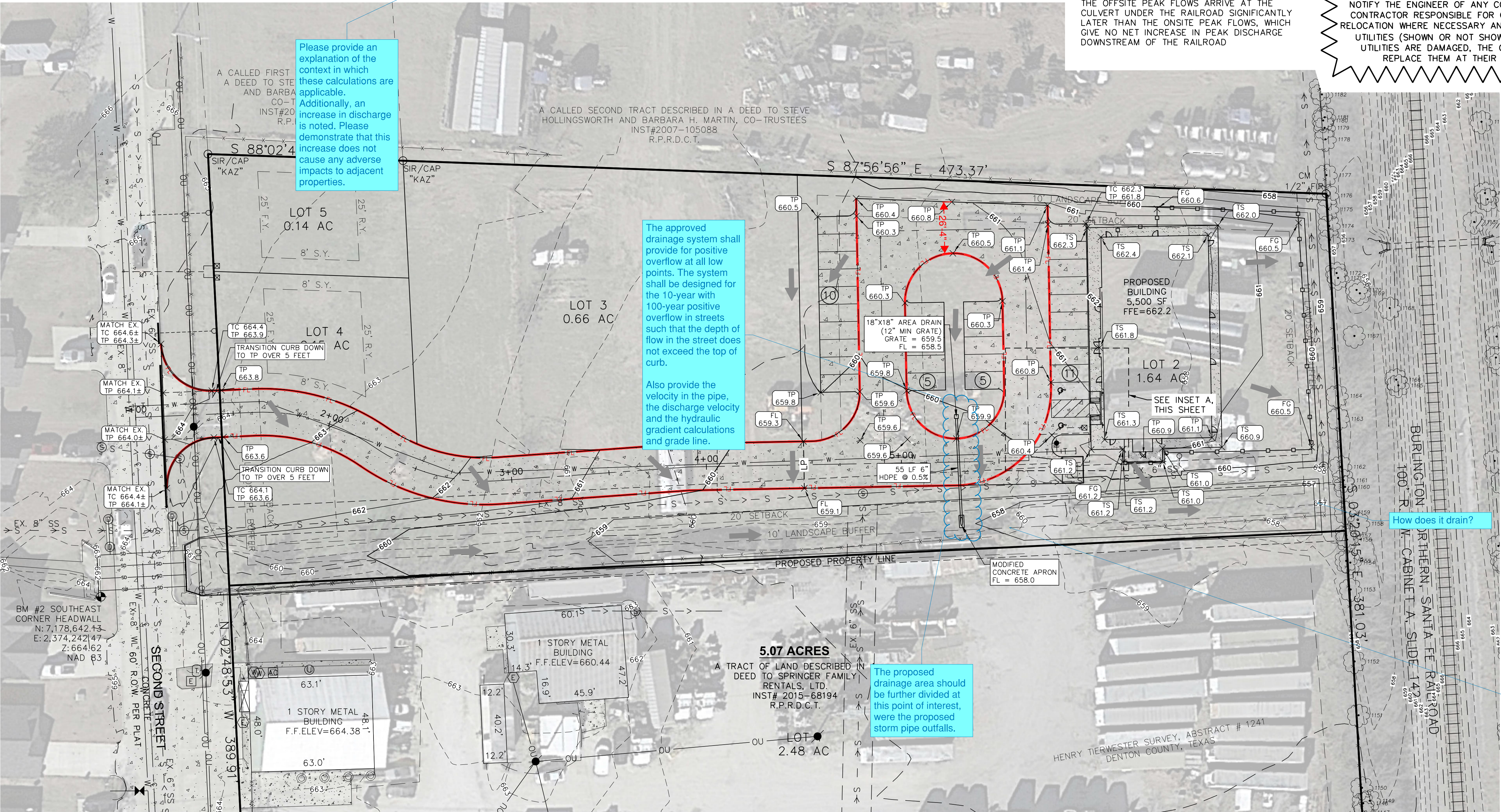


BENCHMARK TABLE

- BM #1
1/2" FIR/CAP
N: 7,178,468.18
E: 2,374,892.46
Z: 662.29
NAD 83
- BM #2 SOUTHEAST
CORNER HEADWALL
N: 7,178,642.13
E: 2,374,242.47
Z: 664.62
NAD 83

LEGEND

- PROPERTY LINE
--- 700 --- EXISTING CONTOUR
--- 700 --- PROPOSED CONTOUR
--- HP --- HIGH POINT LINE
--- LP --- LOW POINT LINE
→ DRAINAGE FLOW ARROW
TP 700.0 TOP OF PAVEMENT ELEVATION
TS 700.0 TOP OF SIDEWALK ELEVATION
FG 700.0 FINISHED GROUND ELEVATION
FL 700.0 FLOWLINE ELEVATION
TC 700.5 TOP OF CURB ELEVATION/
TP 700.0 TOP OF PAVEMENT ELEVATION
MATCH EX. EQ. 700.0+ MATCH EXISTING GROUND



Please provide an explanation of the context in which these calculations are applicable. Additionally, an increase in discharge is noted. Please demonstrate that this increase does not cause any adverse impacts to adjacent properties.

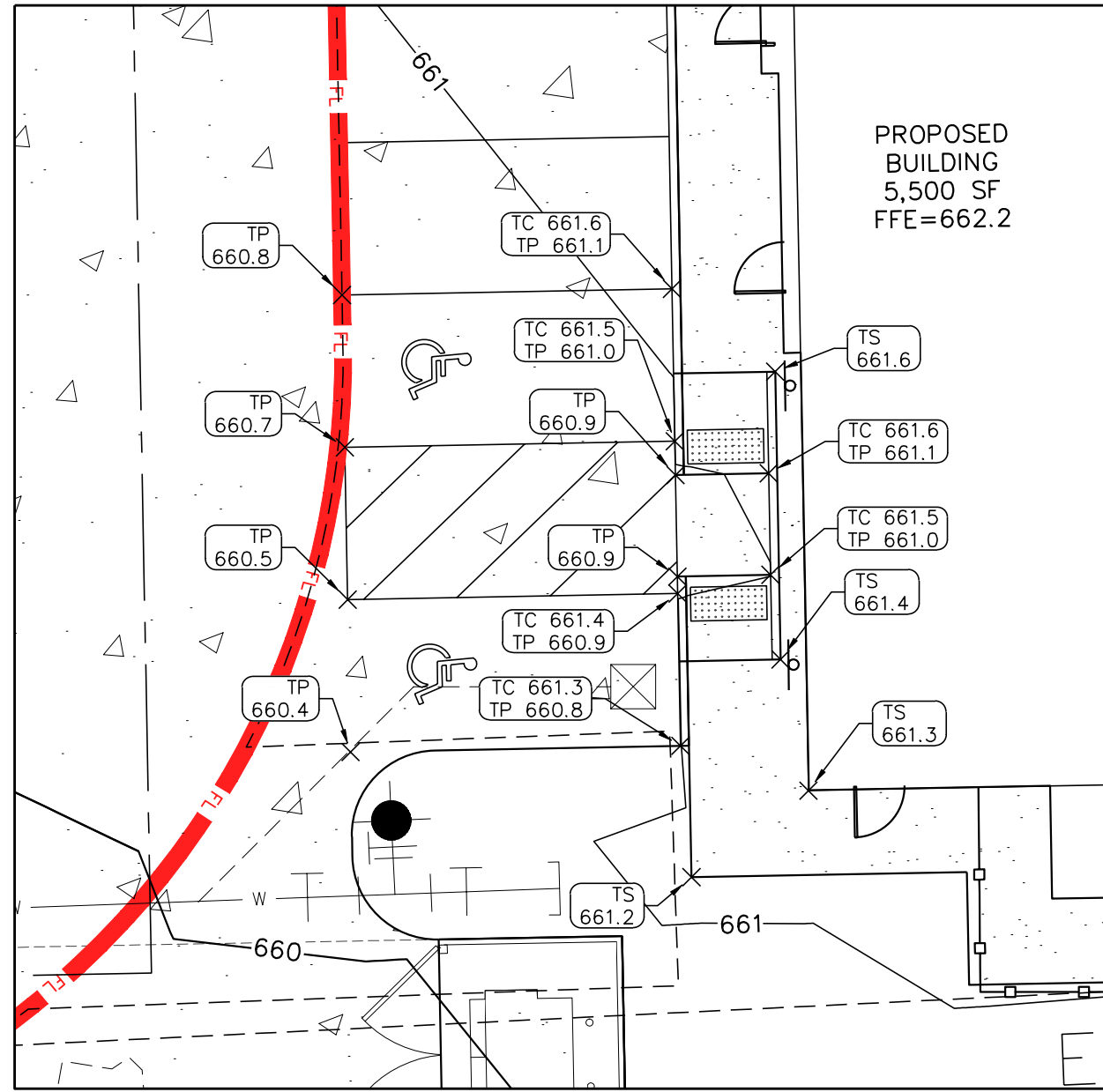
The approved drainage system shall provide for positive overflow at all low points. The system shall be designed for the 10-year with 100-year positive overflow in streets such that the depth of flow in the street does not exceed the top of curb.

Also provide the velocity in the pipe, the discharge velocity and the hydraulic gradient calculations and grade line.

The proposed drainage area should be further divided at this point of interest, were the proposed storm pipe outfalls.

How does it drain?


If the natural channel is to be replaced by an improved channel, the flow from the 100-year design flood must be contained within the improved channel while allowing for one (1) foot of freeboard. Hydraulic calculations should be included for existing ditch, showing no adverse impacts from proposed site.




INSET A
SCALE: 1"=10'

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

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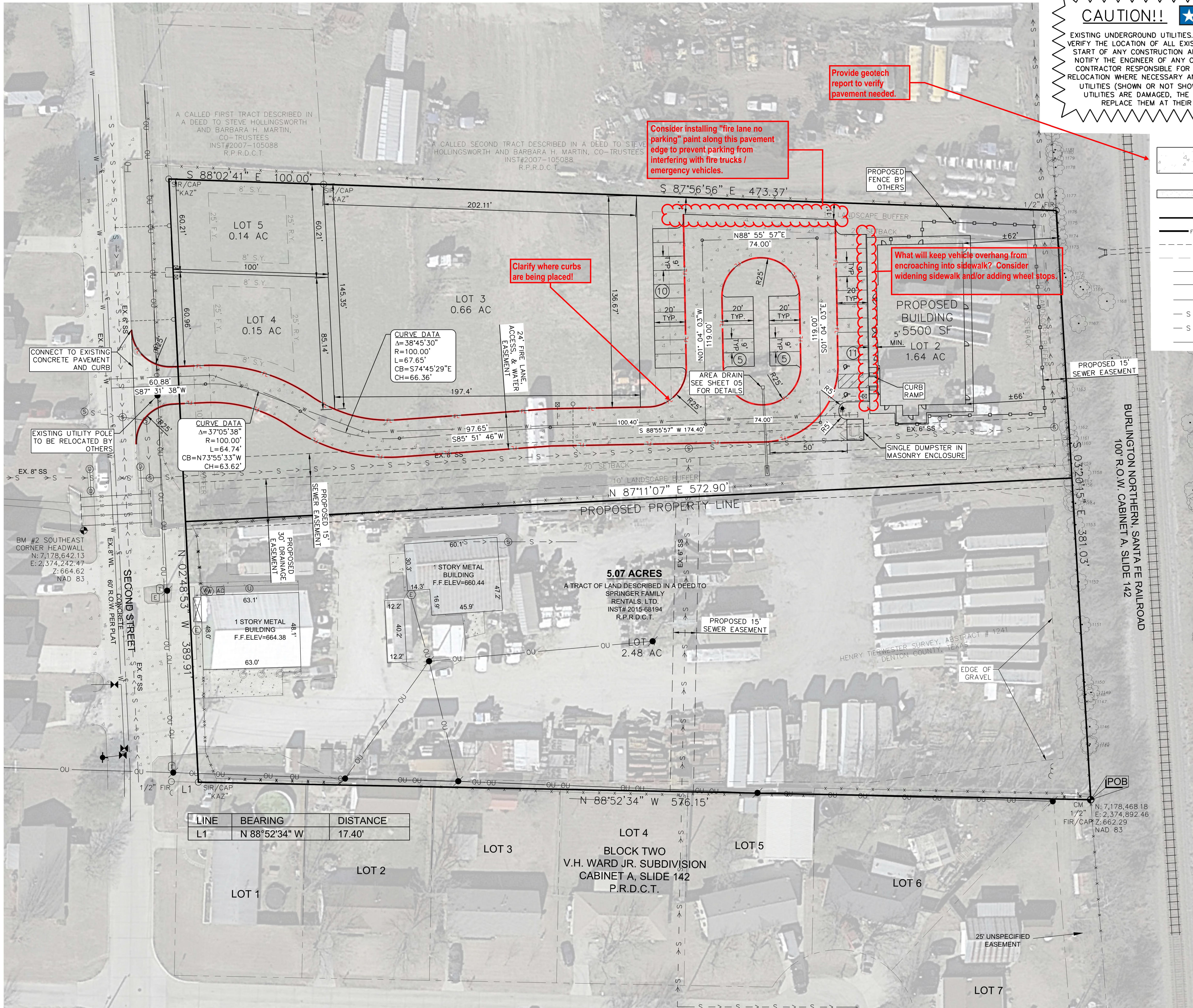
Planning Communities - Designing the Systems That Serve Them



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Checked by: WTE

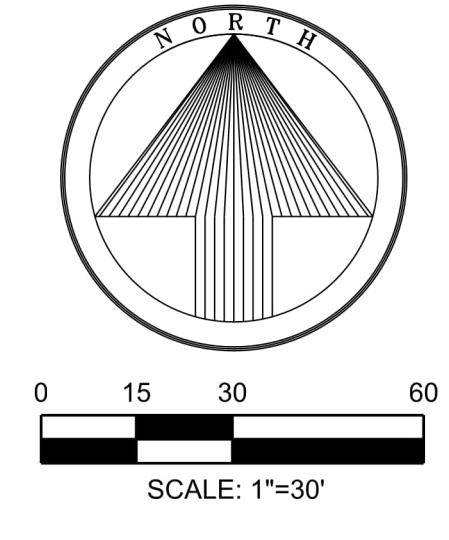
JEFF SPRINGER
CONSTRUCTION PLANS
SANGER DAY CARE
CITY OF SANGER, DENTON COUNTY, TEXAS
GRADING PLAN

Job: SFP2301
SHEET
05



CAUTION!!

EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



- LEGEND**
- PROPOSED 6" 3,600 PSI CONCRETE PAVEMENT REINF. WITH #3 BARS @ 18" O.C.E.W. ON COMPACTED SUB-BASE (PER CITY STD. OR PER GEOTECH)
 - PROPOSED 4" 3,000 PSI CONCRETE SIDEWALK WITH #3 BARS @ 24" O.C.E.W. (PER CITY STD. OR PER GEOTECH)
 - PROPERTY LINE
 - PROPOSED FIRE LANE STRIPING
 - PROPOSED EASEMENT
 - PROPOSED SETBACK
 - EXISTING WATER LINE
 - EXISTING WATER VALVE
 - EXISTING FIRE HYDRANT
 - EXISTING SANITARY SEWER LINE
 - EXISTING SANITARY SEWER MANHOLE
 - EXISTING OVERHEAD UTILITIES

BENCHMARK TABLE

BM #1	1/2" FIR/CAP
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E: 2,374,892.46	
Z: 662.29	
NAD 83	

BM #2 SOUTHEAST CORNER HEADWALL	
N: 7,178,642.13	
E: 2,374,242.47	
Z: 664.62	
NAD 83	

REV. 1

REV. 2

REV. 3

REV. 4

REV. 5

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Allison Engineering Group

Planning Communities - Designing the Systems That Serve Them

03/19/2025

STATE OF TEXAS

WILLIAM TODD ESTES

REGISTERED PROFESSIONAL ENGINEER

92659

W. Todd Estes

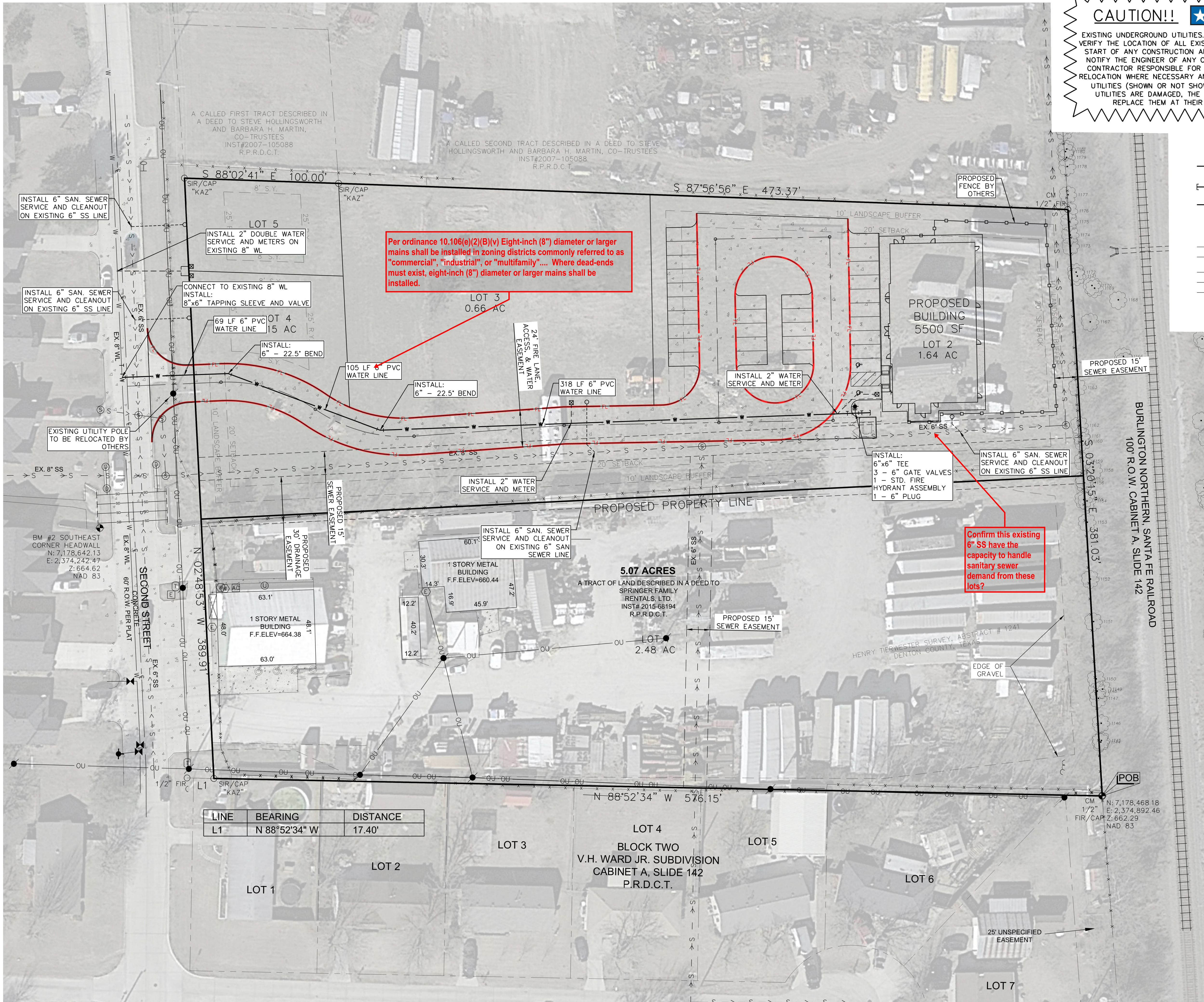
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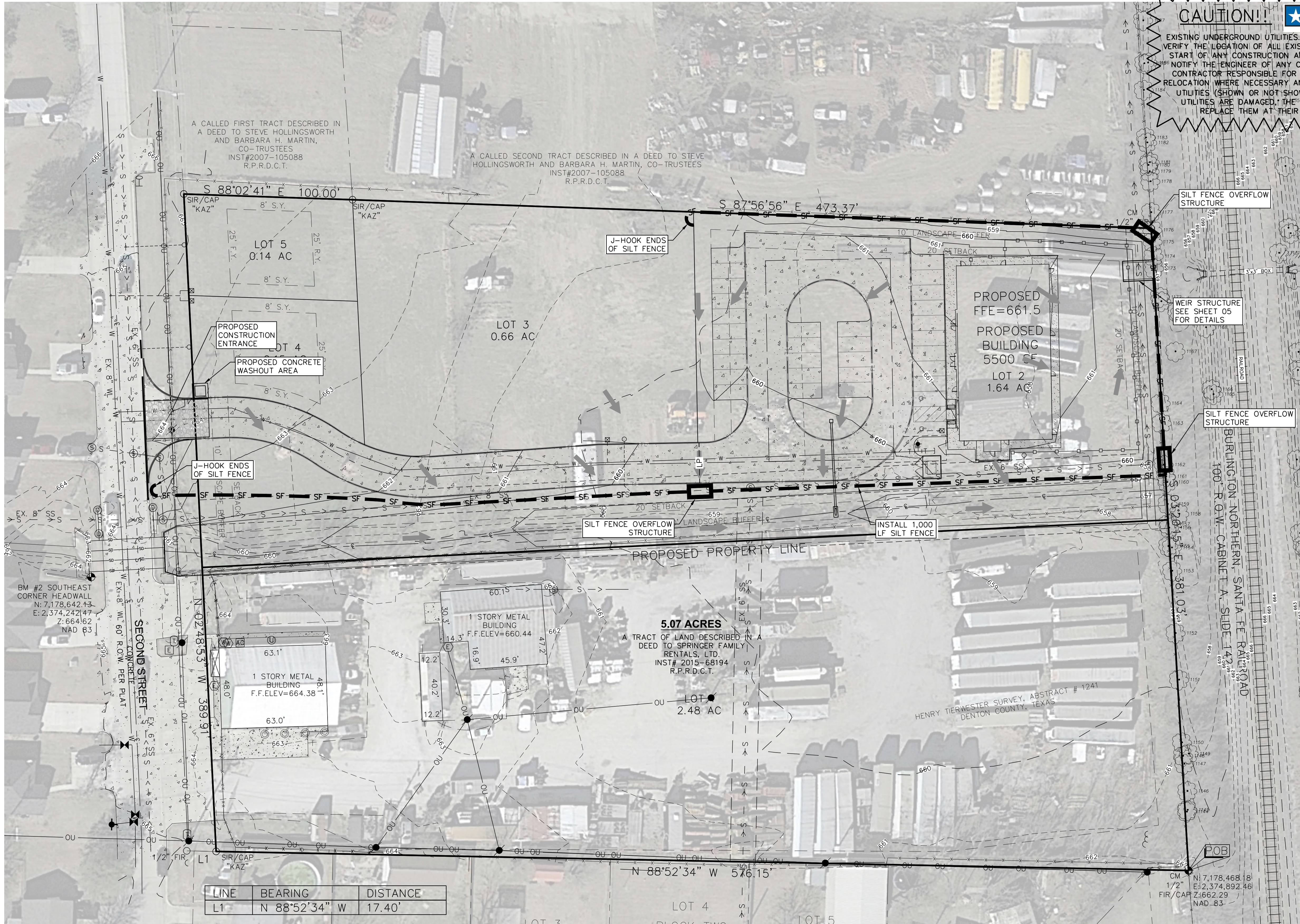
JEFF SPRINGER
CONSTRUCTION PLANS
SANGER DAY CARE
CITY OF SANGER, DENTON COUNTY, TEXAS

SITE & PAVING PLAN

Job: SFP2301

SHEET 06





EROSION CONTROL NOTES

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:
MINIMUM SIZE STONE: 3 INCH DIAMETER
THICKNESS: NOT LESS THAN 8 INCHES
NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS

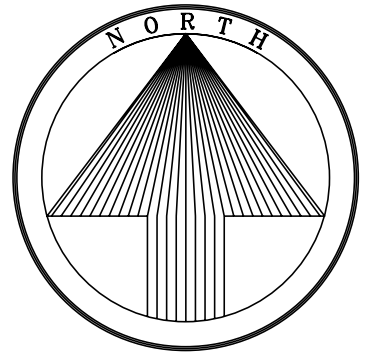
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.

12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.
18. IN AREAS WHERE TREE FENCING AND SILT FENCING IS PROPOSED, BOTH FENCES CAN USE THE SAME T-POSTS, BUT THE SPACING BETWEEN POSTS SHALL FOLLOW THE 6 FOOT MAXIMUM SPACING OF THE SILT FENCE.

CAUTION!!



EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHEN NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



0 15 30 60
SCALE: 1"=30'

BENCHMARK TABLE

- BM #1
1/2" FIR/CAP
N: 7,178,468.18
E: 2,374,892.46
Z: 662.29
NAD 83
- BM #2 SOUTHEAST
CORNER HEADWALL
N: 7,178,642.13
E: 2,374,242.47
Z: 664.62
NAD 83

LEGEND

- PROPERTY BOUNDARY
- ADJACENT LOT LINE
- GREEK-CENTERLINE
- PAVEMENT CENTERLINE
- EXISTING EASEMENT
- EXISTING OVERHEAD UTILITY
- EXISTING SANITARY SEWER
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SILT FENCE
- EXISTING TREE

REV. 1	
REV. 2	
REV. 3	
REV. 4	
REV. 5	

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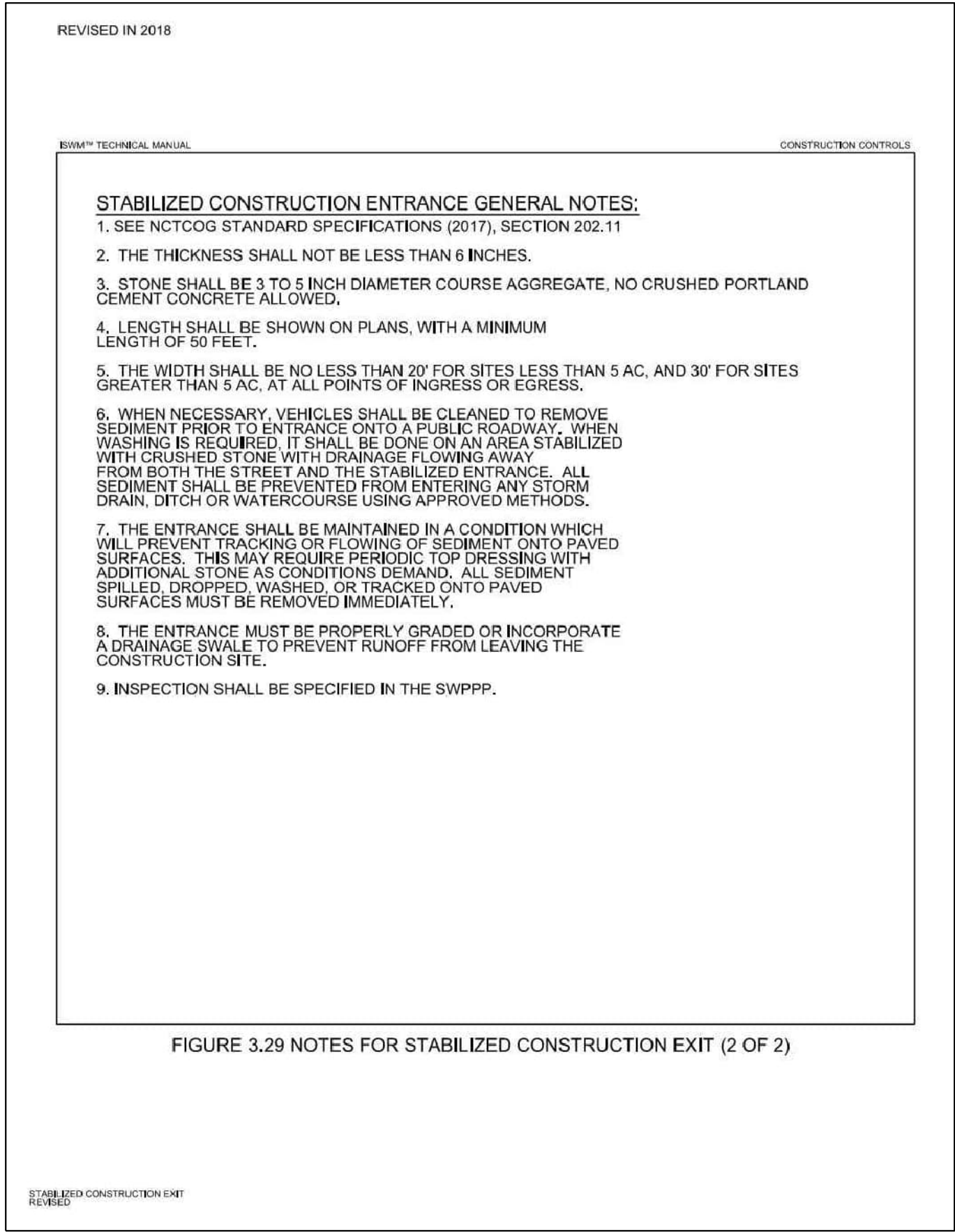
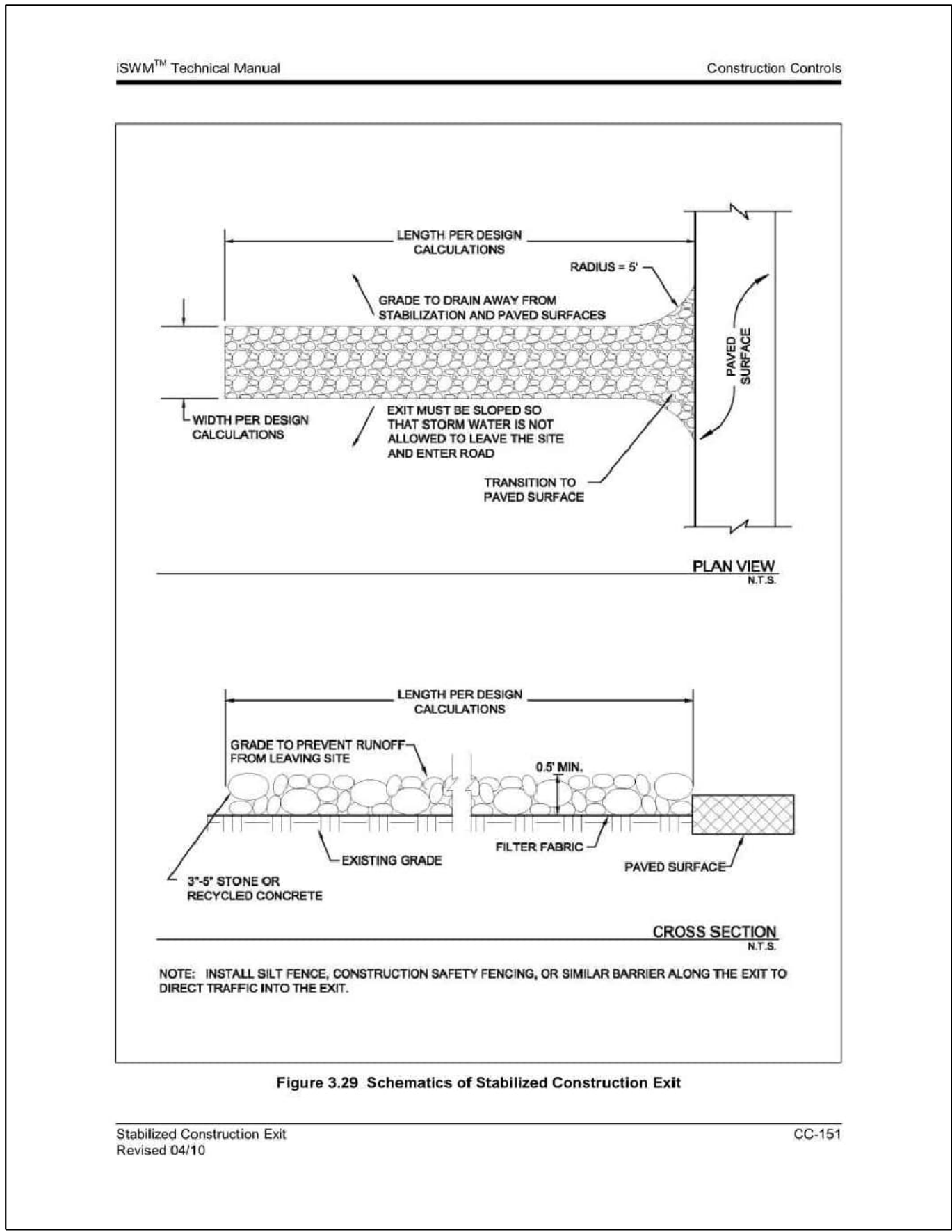


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Checked by: WTE

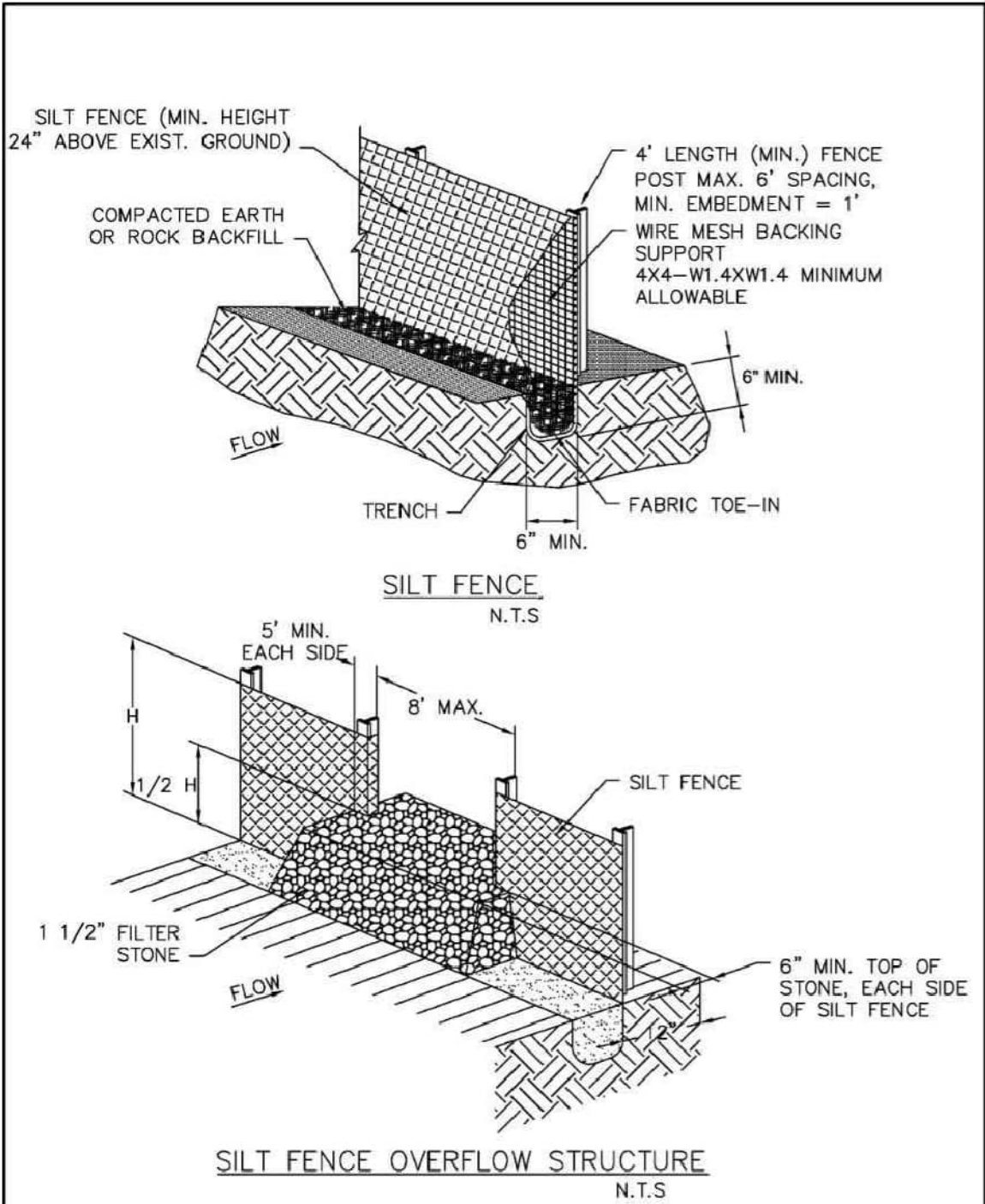
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SANGER DAY CARE
CITY OF SANGER, DENTON COUNTY, TEXAS

GRADING PLAN

Job: SFP2301
SHEET
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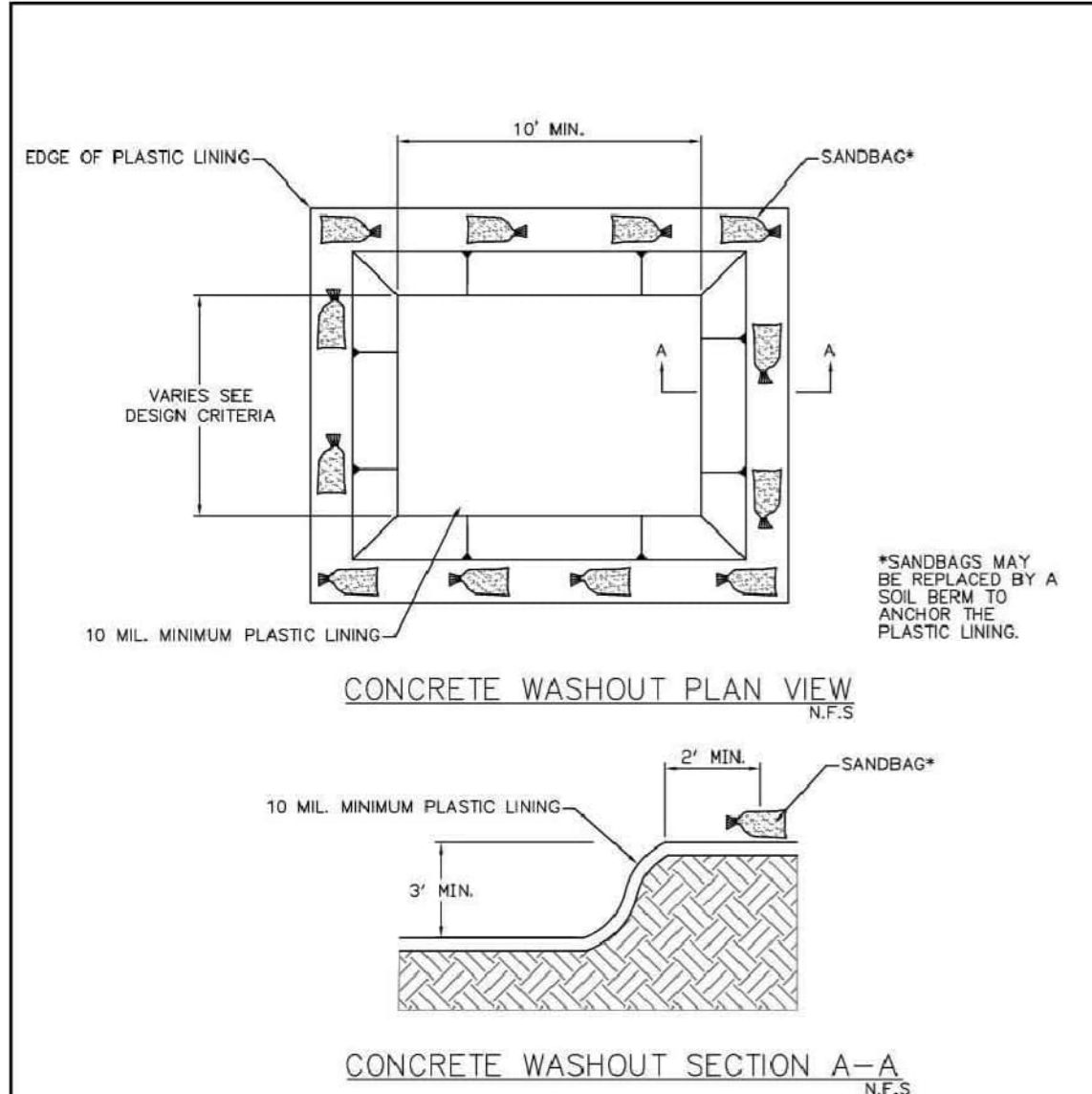
NOTE:
DETAILS ARE FROM ISWM MANUAL. SIZE AND
PLACEMENT MUST BE IN ACCORDANCE WITH CITY
SPECIFICATIONS AND THE INTENT OF THE ISWM MANUAL.



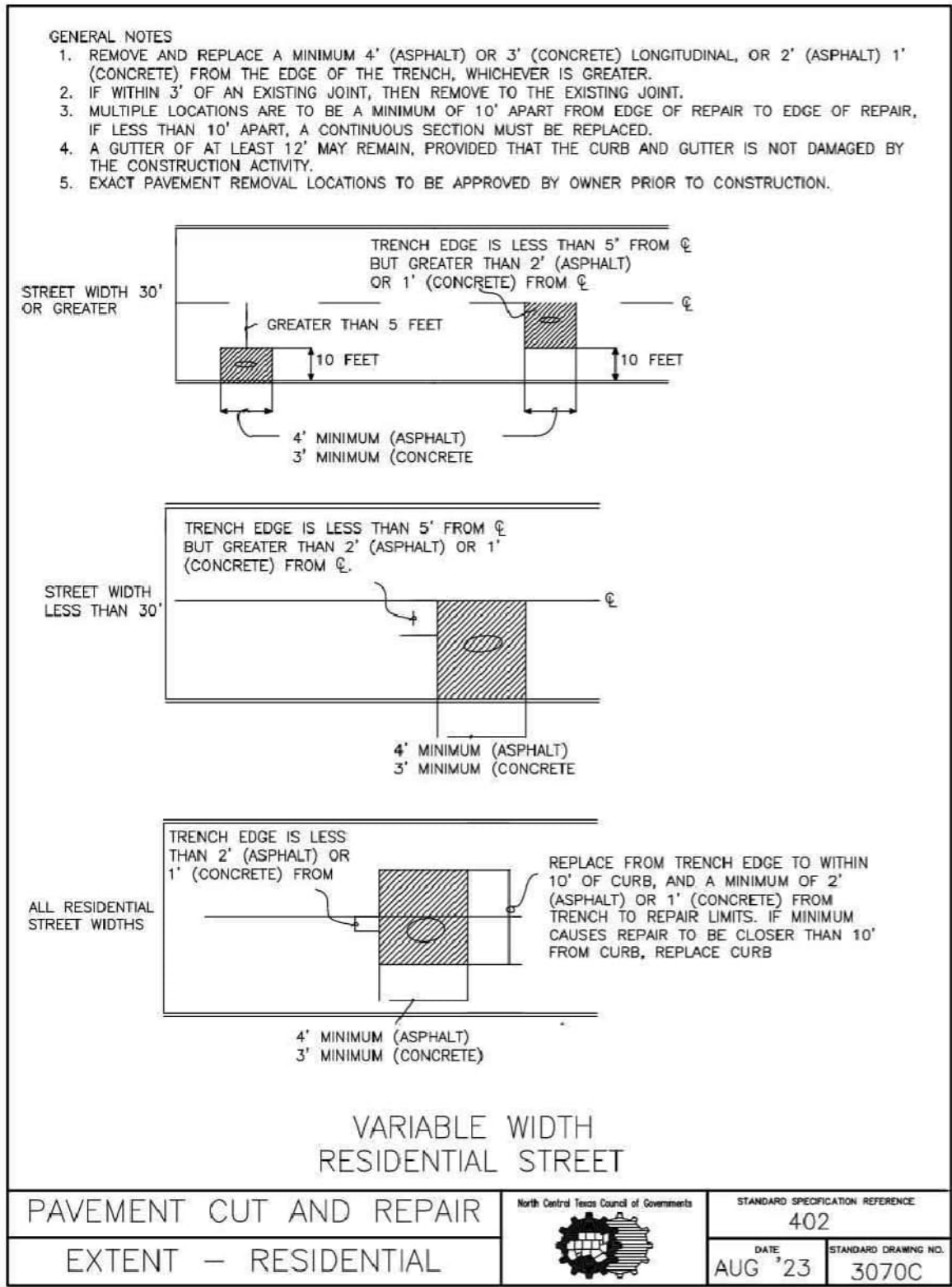
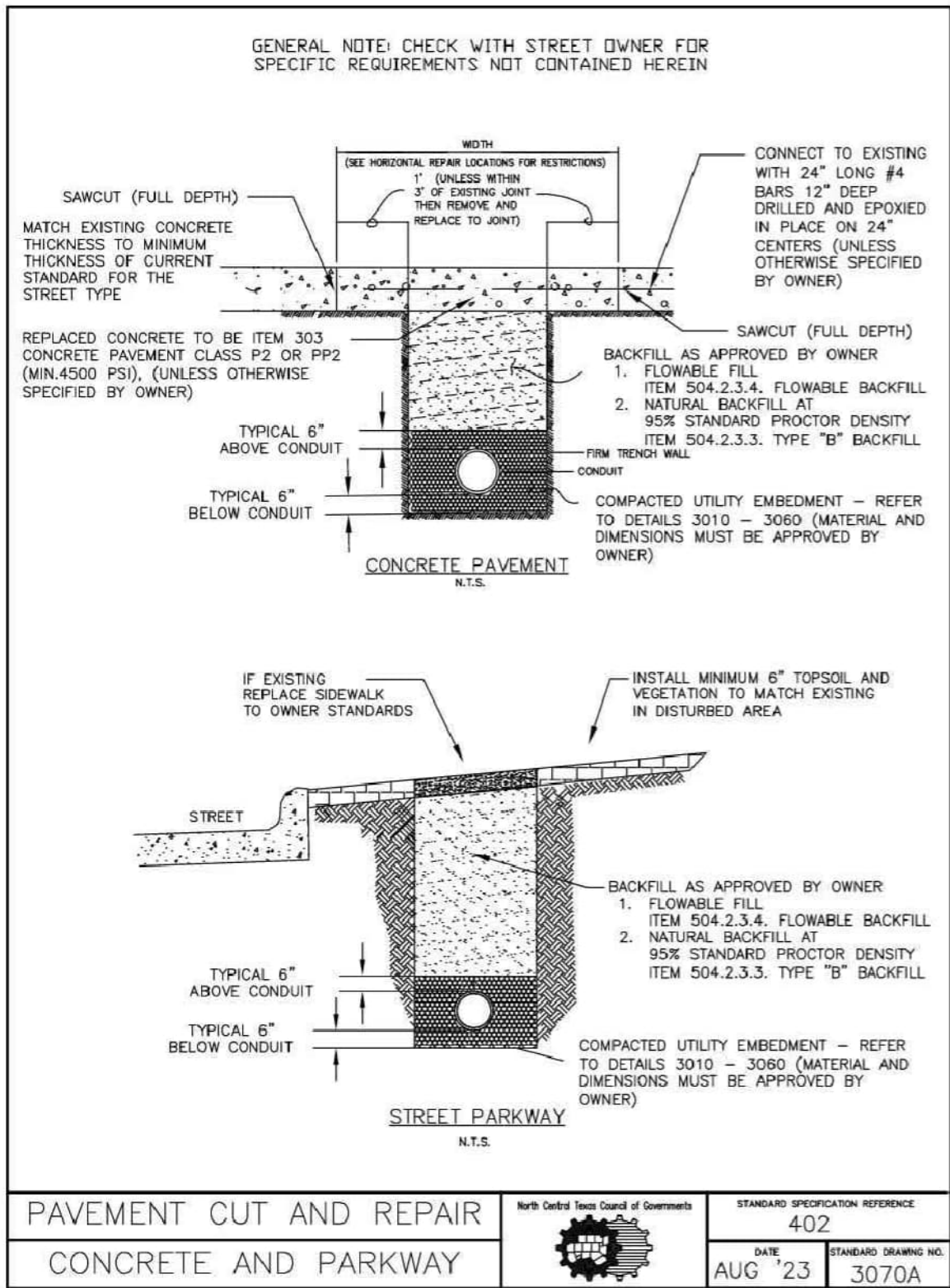
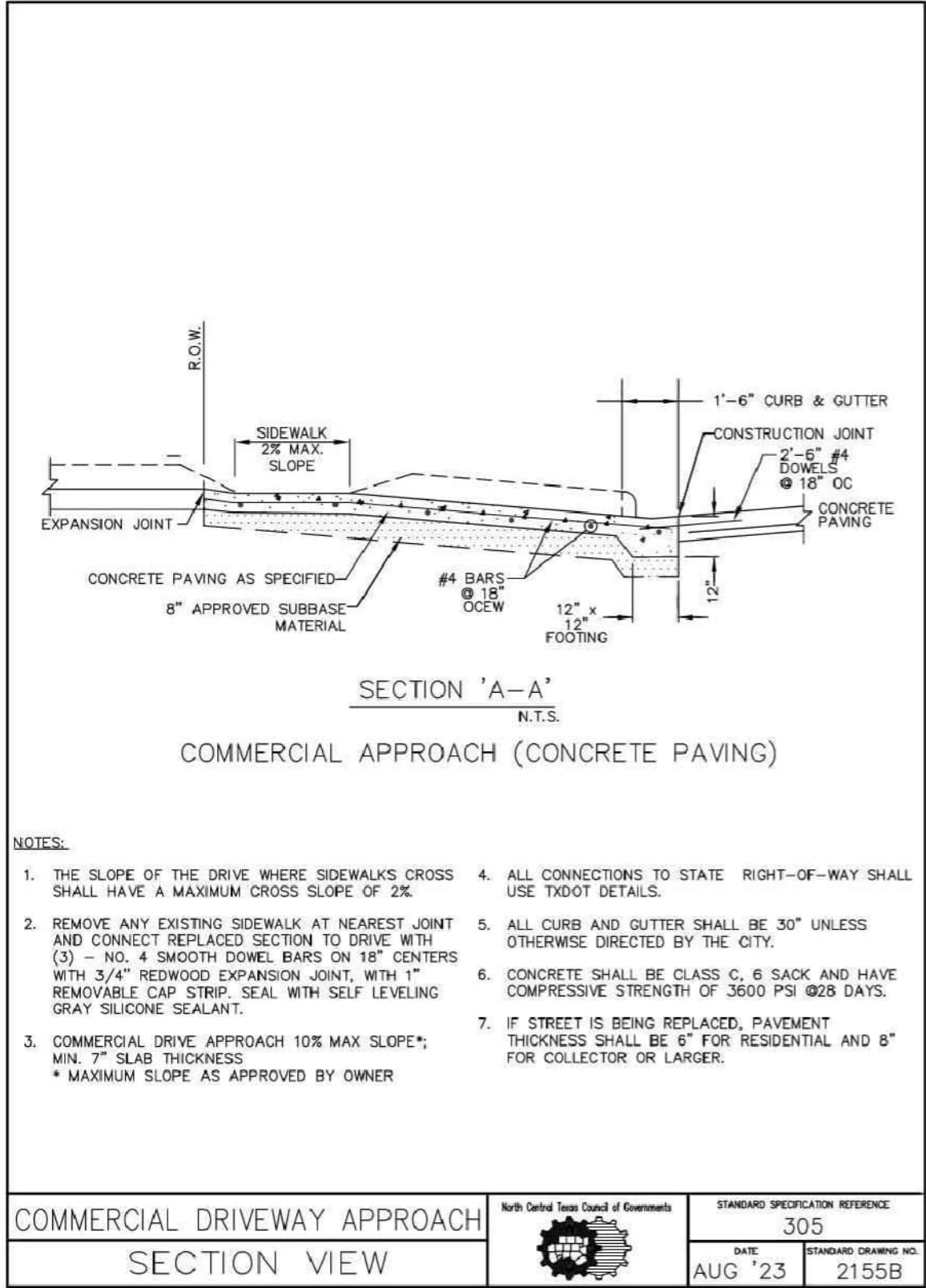
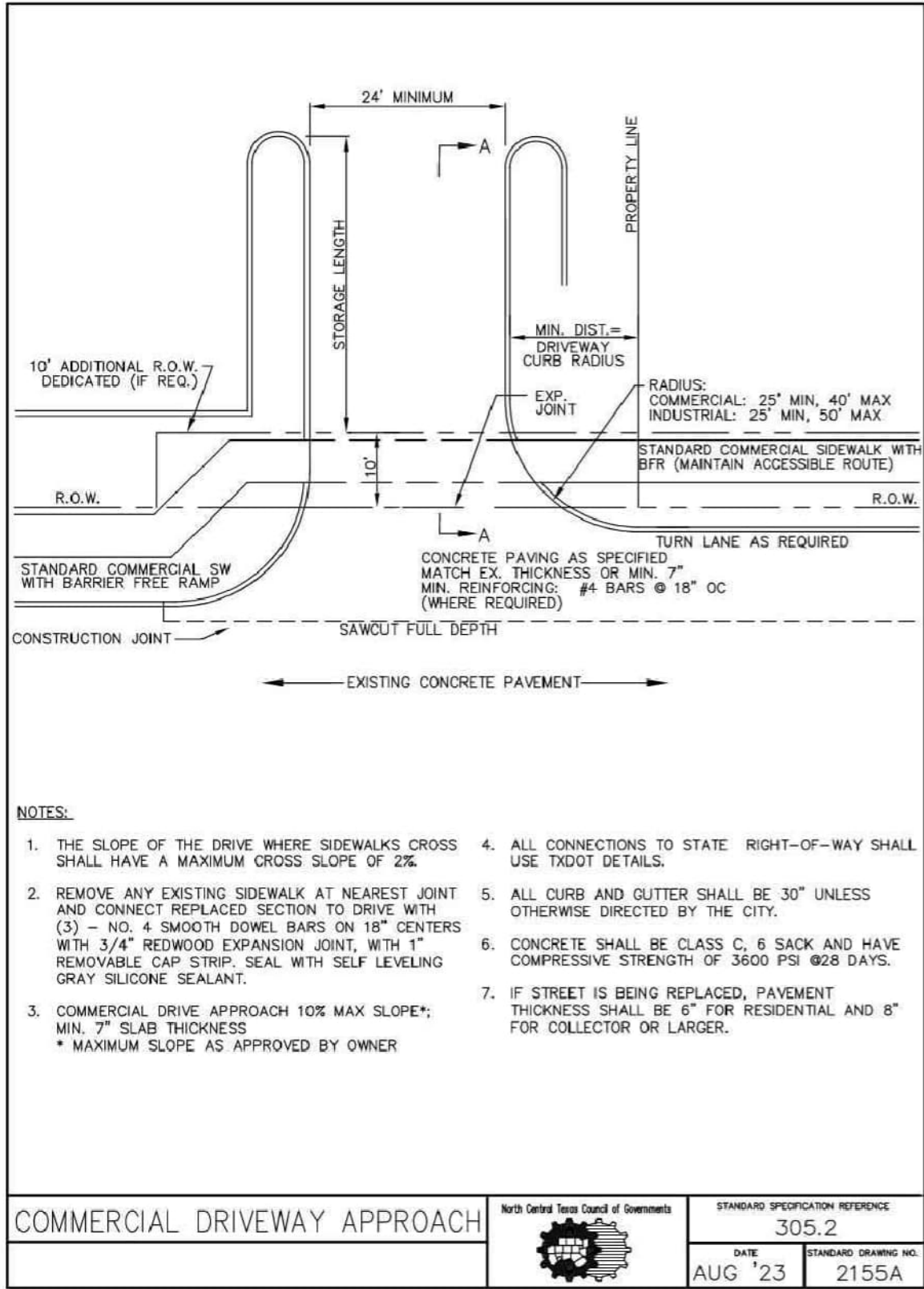
SILT FENCE	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE
		202.5
	DATE	STANDARD DRAWING NO.
	AUG '23	1020A

- SILT FENCE GENERAL NOTES:**
1. DESIGN SHALL SHOW ON THE DRAWINGS THE LOCATIONS WHERE OVERFLOW STRUCTURES SHALL BE INSTALLED. OVERFLOW STRUCTURES ARE REQUIRED AT ALL LOW POINTS AND AT A SPACING OF APPROXIMATELY 300 FEET WHERE NO LOW POINT IS APPARENT.
 2. DESIGNER SHALL SHOW ON THE DRAWINGS THE LOCATIONS WHERE SILT FENCE IS TO BE TURNED UPSLOPE AT THE ENDS. UPSLOPE LENGTHS SHALL BE A MINIMUM OF 10 FEET.
 3. POST WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
 4. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
 5. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 8 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 6. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WIRE BACKING, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
 7. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 8. SILT FENCE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
 9. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
 10. SEE NCTCOG STANDARD SPECIFICATIONS (2017), SECTION 202.5

SILT FENCE GENERAL NOTES	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE
		202.5
	DATE	STANDARD DRAWING NO.
	AUG '23	1020B



CONCRETE WASHOUT CONTAINMENT	North Central Texas Council of Governments	STANDARD SPECIFICATION REFERENCE
		N/A
	DATE	STANDARD DRAWING NO.
	AUG '23	1240



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REV. 5

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Allison Engineering Group

Planning Communities - Designing the Systems That Serve Them

03/18/2025
STATE OF TEXAS
WILLIAM TODD ESTES
92659
REGISTERED PROFESSIONAL ENGINEER
W. Todd Estes

Drawn by: JSM
Checked by: WTE

JEFF SPRINGER
CONSTRUCTOR PLANS
SANGER DAY CARE
CITY OF SANGER, DENTON COUNTY, TEXAS
STANDARD DETAILS - PAVING

Job: SFP2301
SHEET
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THRUST BLOCK GENERAL NOTES		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.4 DATE AUG '23 STANDARD DRAWING NO. 4040
<p>GENERAL NOTES FOR ALL THRUST BLOCKS:</p> <ol style="list-style-type: none"> CONCRETE FOR BLOCKING SHALL BE CLASS "B". ALL CALCULATIONS ARE BASED ON INTERNAL PRESSURE OF 200 PSI FOR DUCTILE IRON, P.V.V. AND 150 PSI FOR CONCRETE PIPE. VOLUMES OF THRUST BLOCKS ARE NET VOLUMES OF CONCRETE TO BE FURNISHED. THE CORRESPONDING WEIGHT OF THE CONCRETE (CLASS "B") IS EQUAL TO OR GREATER THAN THE VERTICAL COMPONENT OF THE THRUST ON THE VERTICAL BEND. WALL THICKNESS (T) ASSUMED HERE FOR ESTIMATING PURPOSES ONLY. POUR CONCRETE FOR BLOCKS AGAINST UNDISTURBED EARTH. DIMENSIONS MAY BE VARIED AS REQUIRED BY FIELD CONDITIONS WHERE AND AS DIRECTED BY THE ENGINEER. THE VOLUME OF CONCRETE BLOCKING SHALL NOT BE LESS THAN SHOWN HERE. THE SOIL BEARING PRESSURES ARE BASED ON 1000 LBS./S.F. IN SOIL AND 2000 LBS./S.F. IN ROCK. USE POLYETHYLENE WRAP OR EQUAL BETWEEN CONCRETE AND BEND, TEE, OR PLUG TO PREVENT THE CONCRETE FROM STICKING TO IT. CONCRETE SHALL NOT EXPAND BEYOND JOINTS. RESTRAINED JOINTS AND/OR THRUST BLOCKING SHALL BE USED TO RESIST THRUST FORCES AT ALL FITTINGS. IF USED IN LIEU OF THRUST BLOCKING, RESTRAINING LENGTH SHALL BE CALCULATED IN ACCORDANCE WITH AWWA M41 FOR DUCTILE IRON PIPES AND AWWA M23 FOR PVC PIPES. IF ADDING ADDITIONAL SACRIFICIAL ANODE DETAIL: SACRIFICIAL ANODES CAN BE ADDED TO FITTINGS AS DIRECTED BY OWNER AND/OR ENGINEER. 		

HORIZONTAL THRUST BLOCK AT PIPE BEND		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.4 DATE AUG '23 STANDARD DRAWING NO. 4010A
<p>NOTE: ALL FITTINGS REQUIRE A MEGALUG JOINT RESTRAINT IN CONCERT WITH THRUST BLOCKING OR IN REFERENCE TO STANDARD DRAWING 4040 FOR GENERAL NOTES.</p>		

FIRE HYDRANT INSTALLATION		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.3 DATE AUG '23 STANDARD DRAWING NO. 4120
<p>NOTES:</p> <ol style="list-style-type: none"> IN GENERAL, ALL FIRE HYDRANTS SHALL CONFORM TO AWWA STANDARD SPECIFICATIONS FOR FIRE HYDRANTS. FIRE HYDRANTS SHALL HAVE A 5 1/2" MIN. VALVE DIAMETER. ALL HYDRANTS SHALL BE EQUIPPED WITH AN ANTI-SIPHON VALVE. ALL JOINTS SHOULD BE MECHANICAL WITH PROPERLY DESIGNED JOINT RESTRAINTS AND THRUST BLOCKING AS SHOWN. TYPICAL VALVE ACTUAL VALVE LOCATION WILL DEPEND ON LOCATION OF WATER MAIN. VALVE SHALL BE LOCATED WITHIN 15' OF EXISTING OR PROPOSED SIDEWALK (USDA). STANDARD BURY DEPTH 4' FEET. SET FIRE HYDRANT ON THE LOT LINE EXTENDED WHEN POSSIBLE. FILE SHALL BE LOCATED MINIMUM 1 FT. OUTSIDE OF THE VALVE BOX. PROVIDE 18" MIN. CLEARANCE BETWEEN VALVE BOX AT INTERSECTIONS. (SEE PLAN VIEW) PLACEMENT OF F.H. SHALL BE WHERE PUMPED NOZZLE IS PERPENDICULAR TO AND FACING THE NEAREST CURB. 		

HORIZONTAL THRUST BLOCK AT PIPE BEND		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.4 DATE AUG '23 STANDARD DRAWING NO. 4010B
<p>TABLES OF DIMENSIONS AND QUANTITIES</p>		

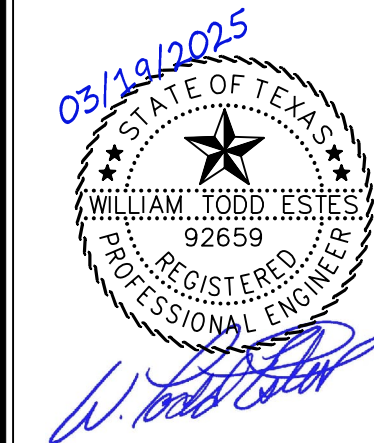
GATE VALVE 4" TO 12" BOX & EXTENSION STEM		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.6 DATE AUG '23 STANDARD DRAWING NO. 4050
<p>NOTE: IN UNPAVED AREAS, INSTALL 2" x 2" x 6" CONCRETE VALVE PAD FLUSH WITH THE TOP OF VALVE BOX. REINFORCE WITH #3 BARS ON 6" CENTERS BOTH WAYS.</p>		

HORIZONTAL THRUST BLOCK AT PIPE BEND		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.4 DATE AUG '23 STANDARD DRAWING NO. 4010C
<p>TABLE OF DIMENSIONS AND QUANTITIES</p>		

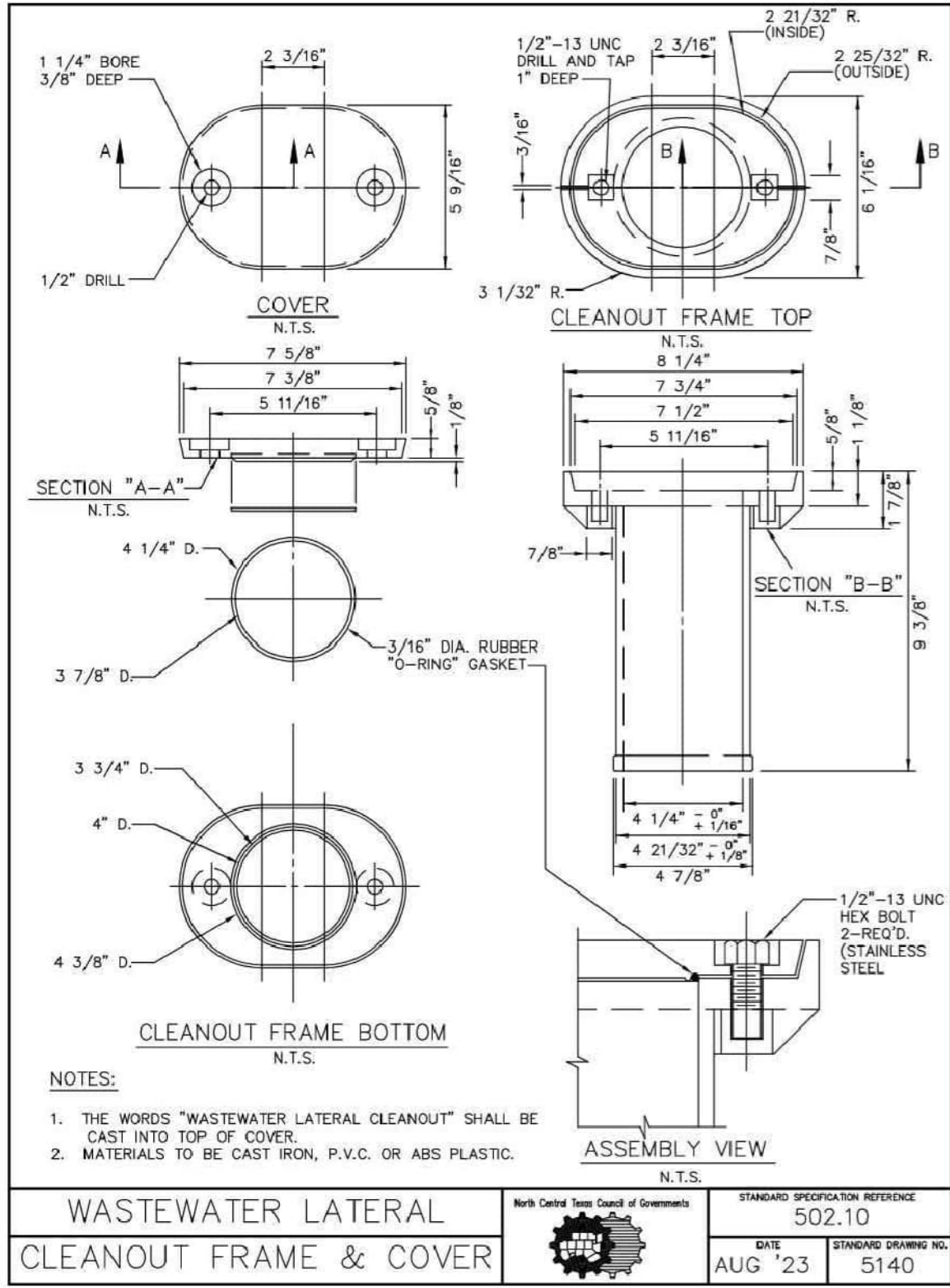
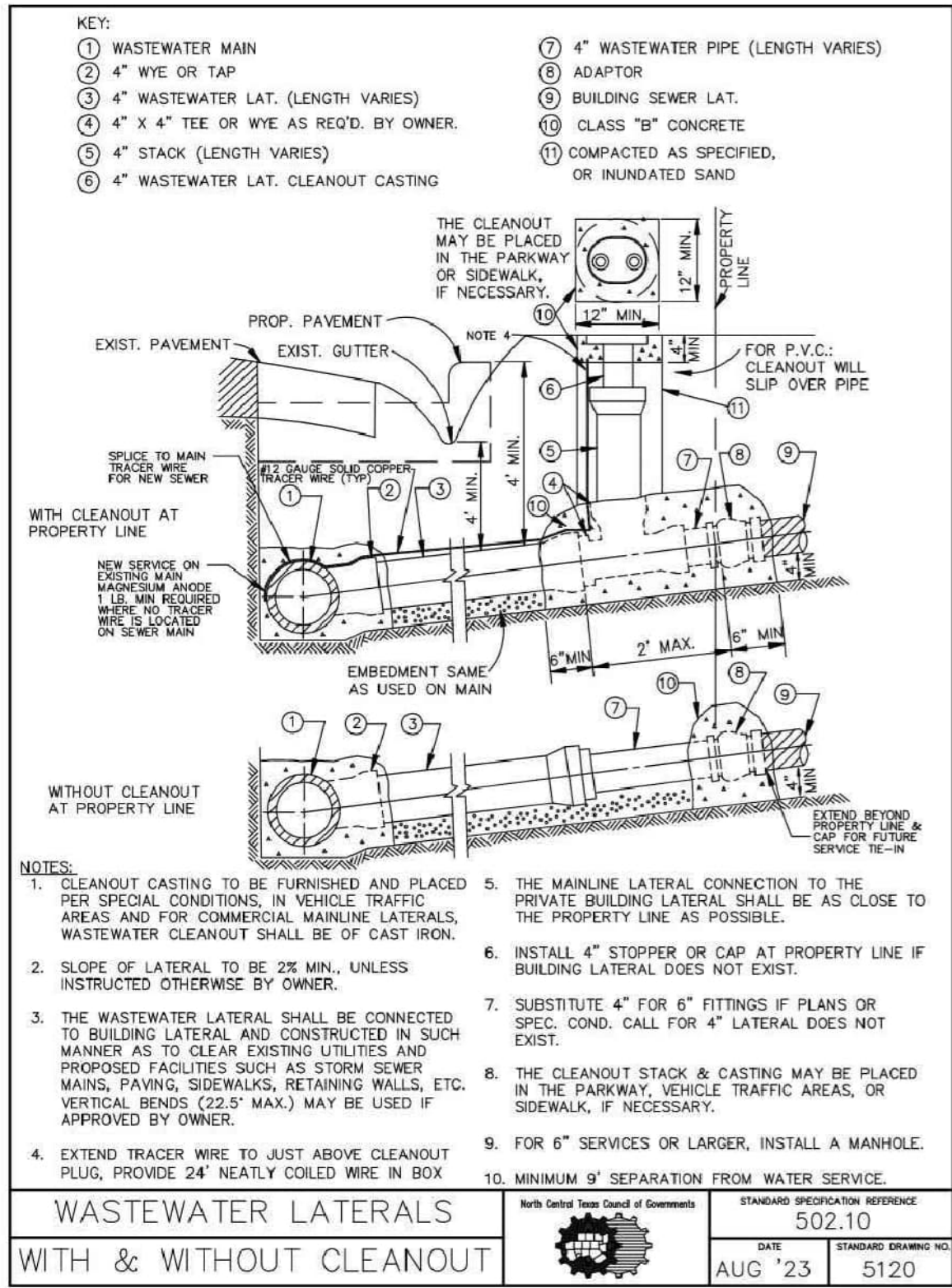
WATER SERVICE INSTALLATION 3/4" OR 1" LINE		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.10 DATE AUG '23 STANDARD DRAWING NO. 4130
<p>NOTES:</p> <ol style="list-style-type: none"> LOCATION OF METER BOX WITHIN PARKWAY SHALL BE SPECIFIED BY OWNER. IF THE SIDEWALK IS ADJACENT TO THE PARKWAY, THE METER BOX SHALL BE DETERMINED BY THE OWNER OR UTILITY. THE SERVICE LINE BETWEEN THE MAIN AND METER BOX SHALL BE CONTINUOUS WITH A PLUG. MATERIALS OTHER THAN BRONZE, COPPER, OR BRASS ARE NOT PERMITTED WITHOUT OWNER APPROVAL. 		

HORIZONTAL THRUST BLOCK AT TEES AND PLUGS		North Central Texas Council of Governments STANDARD SPECIFICATION REFERENCE 502.4 DATE AUG '23 STANDARD DRAWING NO. 4020
<p>PLAN OF TEE THRUST BLOCK</p>		

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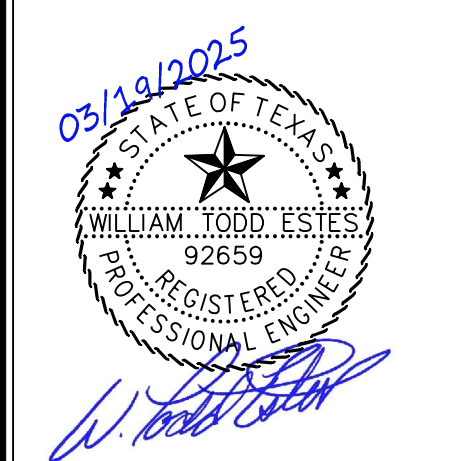


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CITY OF SANGER, DENTON COUNTY, TEXAS

STANDARD DETAILS - SEWER



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Development Agreement between the City of Sanger, Meritage Homes (Developer), PAC Group, LTD and Ron Williamson Quarter Horses, Inc. (Owners), to develop a residential development utilizing a Public Improvement District.

SUMMARY:

- This agreement outlines the following:
 - Public Infrastructure
 - Development Regulations
 - Capital Recovery Fees; Indemnification
 - Term
 - Zoning and Land Use Matters
 - Infrastructure Financing
 - Events of Default; Remedies
 - Assignment and Encumbrance
 - Recordation and Estoppel Certificates
 - Additional Provisions

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and among Meritage Homes of Texas, LLC, an Arizona limited liability company (the "Developer"), PAC Group LTD and Ron Williamson Quarter Horses, Inc. (collectively, the "Owner") and the City of Sanger (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date"). Those terms that are capitalized but not defined shall be given the meaning ascribed to them in Article I herein.

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I;

WHEREAS, the City is a home rule municipality of the State of Texas located within Denton County;

WHEREAS, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement;

WHEREAS, on the date the City Council voted to approve this Agreement, Owner owns 306.36 acres of land wholly within the corporate limits of the City, Denton County, Texas, and is described by metes and bounds on Exhibit A (the "Property");

WHEREAS, the Developer intends to purchase the Property from the Owner, and Owner intends to sell the Property to Developer, and the Developer intends to develop the Property pursuant to the terms of this Agreement;

WHEREAS, the Developer intends to develop the Property as a planned development with single-family residential uses (the "Development");

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property;

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein;

WHEREAS, the Parties intend that the Property will be developed as a single-family master-planned, amenitized neighborhood in accordance with (i) the development plan attached as Exhibit "B" to the PD Zoning (the "Concept Plan"), (ii) the Open Space Improvements set forth in Exhibit "F" to the PD Zoning, and (iii) the amenities and related improvements in accordance with the Required Amenities improvements set forth in Exhibits "D" and "E" of the PD Zoning;

WHEREAS, the Developer intends to construct and/or make financial contributions toward the construction of certain onsite and/or offsite public improvements to serve the Development;

WHEREAS, in consideration of the Developer's agreements contained herein to develop the Property as envisioned by the Parties and to incentivize the development of the Property, the City has agreed to create a PID (defined below) for the development of the Property as specifically set forth in this Agreement;

WHEREAS, the City holds the certificate of convenience and necessity ("CCN") to provide retail wastewater service to the Property, and the Parties intend for the City to provide retail wastewater service to the Property;

WHEREAS, the City does not currently hold, but intends to acquire, the CCN to provide retail water service to the Property, and the Parties intend for the City to provide retail water service to the Property;

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities serving the Property to also serve surrounding properties, the Development will require Developer to (i) build certain onsite infrastructure, including streets and roads; alleys; stormwater; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, trail systems, and Open Space Improvements generally; and (ii) dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements") and together with the offsite Roadway Improvements, Wastewater Improvements, and Water Improvements, the "Public Infrastructure";

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues;

WHEREAS, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"); and

WHEREAS, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I

GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, zoning requirements (including PD Zoning), development standards, or other City-adopted requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan, with improvement areas/phases depicted, as shown in Exhibit "B" of the PD Zoning.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 10.1.

Indemnified Party is defined in Section 4.2(a).

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Open Space Improvements means open spaces, trails, trail head parking lot, common areas, right-of-way and any other common improvements or appurtenances that will be open to the public and eligible to be an "authorized improvement" under the PID Act, some of which are depicted on Exhibit "F" to the PD Zoning. Open Space Improvements are PID Projects.

Oversized Costs is defined in Section 2.1(h).

Oversized Public Infrastructure is defined in Section 2.1(h).

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

PD Zoning means the planned development zoning established over the Property, as set forth in **Exhibit B** attached hereto, but which shall be superseded in its entirety by the zoning approved by the City Council, without necessity of an amendment to this Agreement, subject to Section 6.1 of this Agreement.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Bonds means the assessment revenue bonds secured solely by PID assessments.

PID Projects is defined in Section 7.1.

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure is defined in the Recitals. Public Infrastructure includes the PID Projects.

Required Amenities is defined in Section 3.4.

Roadway Improvements is defined in Section 2.1(c) and depicted in **Exhibit C** as well as the Concept Plan. The portions of Roadway Improvements lying within the Property are considered Onsite Public Improvements, and all Roadway Improvements are PID Projects.

Service and Assessment Plan means the service and assessment plan under the PID Act for the PID and any amendments, supplements or updates thereto, adopted and approved by the City, which identifies and allocates the assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the assessments, the PID Projects and the method of collection of the assessments.

Wastewater Improvements is defined in Section 2.1(e) and described and depicted in **Exhibit D**. The portions of Wastewater Improvements lying within the Property are considered Onsite Public Improvements, and the Wastewater Improvements are PID Projects.

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit E**. The portions of Water Improvements lying within the Property are considered Onsite Public Improvements, and the Water Improvements are PID Projects.

ARTICLE II

PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed, and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Should such plans contain variations from the design and location of the Public Infrastructure set forth in any exhibit to this Agreement, the approved plans and specifications shall control without the need to amend this Agreement. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. Proof of such maintenance bonds shall be submitted to the City in writing as soon as reasonably practicable and/or upon written demand from the City. To the extent easements or rights of way are needed within the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way as required by the City Regulations. The size of the Public Infrastructure shall be determined by the City's Engineer; however, should the City's Engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract in accordance with the terms of this Agreement, and such portion shall not be paid out of any proceeds of PID Bonds or from assessments levied within the PID.

(b) ROW and Easement Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys lying within the Property. All right-of-way shall be dedicated to the City without costs as provided for in Section 2.1(a) above.

(c) Roadway Improvements by Developer. As required by the City Regulations and in accordance with plans finally approved by the City, which plans shall be in conformance with the plans depicted on Exhibit C attached hereto unless changes are otherwise required by the City, in its sole discretion, Developer shall, at its sole cost and expense (but subject to City's payment of one-half of Belz Road and one hundred percent (100%) of the costs of the relocation of any existing utility facilities), design and construct the following (the "Roadway Improvements"):

(1) All portions of the Onsite Public Improvements that are street and roads and are required by the City Regulations and needed to serve the Development; and

(2) *Belz Road.*

(i) Together with the first phase of the development, the Developer shall provide a two-lane overlay of Belz Road, as depicted on Exhibit G, which overlay shall be complete prior to the issuance of a certificate of occupancy in Phase 1. To the extent any easements or rights of way are required for the two-lane overlay

that do not lie within the Property, such shall be provided by the Developer at its expense, in accordance with and subject to Section 2.3 herein.

(ii) The Developer shall construct or rebuild the entire 80' cross section of Belz Road, to the extent shown on **Exhibit G**. Such construction shall be substantially complete prior to the issuance of a certificate of occupancy for Phase 3 of the development. The Developer's design and construction of the entire 80' cross section of Belz Road shall be subject to the following:

- Escrow by the City of one-half of the estimated costs of the design and engineering of Belz Road, currently estimated at _____; and
- Upon completion of the design of Belz Road and approval of the plans for such by the City, escrow by the City of one-half of the estimated costs of construction of Belz Road, plus the entire cost of any utility relocation that may be required.

(v) Upon final City approval of the plans for Belz Road, the City shall escrow one-half of the estimated costs of completion of construction of one-half of Belz Road. The Developer shall be permitted to draw on such escrowed funds not more often than once every thirty (30) days in conjunction with payments made to the contractor(s) designing and constructing the roadway. On acceptance of the roadway by the City in writing, if cost overruns from the approved budget exist, the City shall pay its proportionate share of such costs to the Developer within thirty (30) days of written request from the Developer; if costs do not exceed the estimated costs in the approved budget and there are funds left in the escrow account, the funds shall be returned to the City immediately upon written demand by the City. Notwithstanding anything herein to the contrary, the City shall not be required to fund its portion of the costs of the design and construction of Belz Road until after the end of the City's current fiscal year ending September 30, 2025.

(d) Water Improvements by Developer. As required by the City Regulations and in accordance with plans finally approved by the City, which plans shall be in conformance with the plans depicted on **Exhibit E** attached hereto unless changes are otherwise required by the City, in its sole discretion, Developer shall, at its sole liability, cost and expense, design and construct the following (the "Water Improvements"):

(1) All Water Improvements required by the City Regulations and needed to serve the Development, which Water Improvements are generally depicted in **Exhibit E** attached hereto; and

(2) *Reserved for any specific water improvements.*

(e) Wastewater Improvements by Developer. As required by the City Regulations and in accordance with plans finally approved by the City, which plans shall be in conformance with the plans depicted on **Exhibit D** attached hereto unless changes are otherwise required by the City,

in its sole discretion, Developer shall, at its sole liability, cost and expense, design and construct the following (the “Wastewater Improvements”):

(1) All Wastewater Improvements required by the City Regulations and needed to serve the Development, which Wastewater Improvements are generally depicted on **Exhibit D** attached hereto; and

(2) *Reserved for any specific wastewater improvements or oversizing; and*

(3) To the extent that wastewater treatment service is required within the Property prior to such time as wastewater transportation facilities or treatment facilities are made available to the Property, the City agrees to allow the Developer to provide, at its sole liability, cost, and expense, “pump and haul” service within the Property, if and in the manner allowed under Applicable Law, including applicable regulations of the Texas Commission on Environmental Quality (the “TCEQ”), or to make such other arrangements as are compatible with Applicable Law and regulations in order to assist Developer in attaining necessary wastewater treatment services as set forth herein. Notwithstanding the foregoing, City’s cooperation set forth in this Section 2.1(e)(3) does not imply, and shall not be interpreted to mean, that City automatically approves specific plans for alternative wastewater treatment, that Developer does not need to submit plans and obtain approvals in accordance with the City Regulations, or that cooperation implies City will dedicate funds toward alternative wastewater treatment.

(f) **Drainage, Flooding and Escarpment.** Engineering plans required by the City Regulations shall include drainage, flooding, and escarpment plans in conformance with plans finally approved by the City, which plans shall be in conformance with the plans depicted on **Exhibit F** attached hereto unless changes are otherwise required by the City, in its sole discretion.

(g) **Tree Mitigation/Preservation.** The City has not adopted tree mitigation or preservation ordinances. In the event the City adopts such an ordinance after the Effective Date, the ordinance shall not apply to the Property during the term of this Agreement.

(h) **Oversized Infrastructure.** The Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of design of the applicable infrastructure, the City has requested the oversizing and made arrangements to finance from sources other than PID Bonds or PID assessments the City's portion of the costs of design and construction attributable to the oversizing requested by the City (the “Oversized Costs”). Developer shall provide a ninety (90)-day Notice to City containing the date Developer will commence design of any Public Infrastructure for the sole purpose of allowing City to analyze whether oversizing may be necessary. The Developer shall not be required to construct any Oversized Public Infrastructure if such oversizing would lengthen by more than sixty (60) days from the date that is the last day of the 90-day Notice to City or result in additional costs to the Developer. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, it is understood that the City shall be solely responsible for all the Oversized Costs of the Oversized Public Infrastructure costs and that the PID shall not be utilized for financing the Oversized Costs. The City shall pay its share of the costs of any

Oversized Public Infrastructure within thirty (30) days of receipt of an invoice from Developer illustrating the City's costs, such invoices to be submitted by the Developer not more often than every thirty (30) days. The City shall be required to escrow funds for its share of any Oversized Costs and all such Public Infrastructure must be included within the CCN and owned or to be owned by the City.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway Improvements and Storm Water Infrastructure. The City shall have the right to inspect, at any time and without necessity of prior Notice, the construction of all Roadway Improvements and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed, and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, the City Regulations, and this Agreement.

(b) Water and Wastewater Improvements. The City shall have the right to inspect the construction of all Water and Wastewater Improvements at any time and without necessity of prior Notice, which Water and Wastewater Improvements shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, the City Regulations, and this Agreement. The timing of construction of the various components of the Water and Wastewater Improvements shall be as required by the City Regulations and/or this Agreement.

(c) City Owned. From and after the inspection and acceptance in writing by the City of the Public Infrastructure and any other dedications contemplated under this Agreement, such improvements and dedications shall be owned by the City, other than those to be owned by a homeowner's association as provided in Section 2.4. City reserves the right to refuse acceptance of any portion of the Public Infrastructure if it determines, in its sole discretion, that the Public Infrastructure does not meet the standards set forth in the City Regulations. Developer agrees to use good faith to resolve as soon as practicable any concerns raised by the City during or after the City's inspection of any portion of the Public Infrastructure.

(d) Approval of Plats/Plans. Approval of plats, permits, plans, designs, or specifications by the City shall be in accordance with the City Regulations and/or this Agreement. Any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the Parties that approval by the City's Engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights of way, consents, or easements, if any, required for the Public Infrastructure, at its sole cost and expense. If, however, the Developer is unable to obtain such third-party rights of way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer

shall be responsible for funding all reasonable and necessary costs, expenses, legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees ("collectively, Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, in the City's sole discretion, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written Notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the escrow agent. Any unused escrow funds will be refunded to the Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance in writing of the Public Infrastructure or any portions thereof, the City shall maintain and operate the accepted Public Infrastructure or any accepted portions thereof, except that the Public Infrastructure identified on Exhibit "E" of the PD Zoning shall be maintained by a homeowners' association.

(b) The Required Amenities and Open Space Improvements that are not open for use by the general public shall be maintained and operated by a homeowner's association in accordance with the City Regulations, unless the City selects to maintain an improvement by written Notice to Developer.

2.5 Water and Wastewater Services.

(a) Upon inspection, approval, and acceptance in writing of the Water Improvements and Wastewater Improvements, respectively, and subject to Section 2.6 herein, the City shall provide adequate, continuous retail water and wastewater treatment services to the Property on the same terms and at the same rates provided to other in-City customers.

(b) As of the Effective Date of this Agreement, the City has, and will continue to hold, sufficient water and wastewater capacity to serve the Property at full buildout, provided the Water and Wastewater Improvements are completed

2.6 Water CCN Matters. The water CCN that includes the a portion of the Property is currently held by Bolivar Water Supply Corporation ("Bolivar WSC"). The Parties agree to cooperate in having the portion of the Property included in the water CCN held by Bolivar WSC released or transferred into the CCN of the City. Should Bolivar WSC refuse to cooperate in the release the of the Property from its CCN, or should the Public Utility Commission refuse to release

the Property from the CCN of Bolivar WSC, the Parties agree and acknowledge that the Developer shall not be entitled to any reimbursements or funding from the PID for Water Improvements that are not dedicated to the City.

ARTICLE III

DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations. The Parties agree and acknowledge that they have reviewed and are familiar with City Regulations and have negotiated this Agreement to fulfill specific intentions.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Final boundaries, lot mixes and general layouts shall be determined by plat in conformance with the zoning that applies to the Property.

3.2 **Plat.** A preliminary plat application for the entire Property shall be submitted by Developer to the City for consideration. Following approval of the preliminary plat, the Developer may submit final plat(s) in phases for all or any portion of the Property, so long as all of the Property will be platted when the last final plat is approved. Any plat shall be in general conformance with the zoning that applies to the Property. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 **Vested Rights.** Upon submittal of an administratively complete application for a final plat for any portion of the Property and except as otherwise specifically set forth herein, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 **Amenities.** Developer shall construct the amenity center(s), irrigation systems, right-of-way landscaping, screening walls, detention ponds, entry monuments, security cameras, and any other improvements to be owned and maintained by a homeowners' association, described in the PD Zoning (the "Required Amenities"), at its sole liability, cost and expense.

3.5 **Dedications for Public Parks and Open Space.** The Parties agree and acknowledge that upon development of the Property consistent with the PD Zoning, the Developer will have

fulfilled all parkland dedication and development requirements of the City and that no fees in lieu of such dedication will be owed.

ARTICLE IV **CAPITAL RECOVERY FEES; INDEMNIFICATION**

4.1 Capital Recovery Fees. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located within the corporate limits of the City. Impact fees for (a) water and (B) wastewater shall be credited dollar for dollar against any reimbursement owed, as required by Chapter 395, Texas Local Government Code, for Developer's costs to construct Public Infrastructure that are part of the City's Capital Improvement Plan and not reimbursed with PID Bonds or PID assessments. The City has not adopted a master thoroughfare plan, however named, or roadway impact fees. In the event the City adopts such plan or fees after the Effective Date, such shall not apply to the Property during the term of this Agreement.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) **THE DEVELOPER AND THE OWNER, AND THEIR SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER OR OWNER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR NEGLIGENCE (INCLUDING COMPARATIVE OR CONTRIBUTORY) OF ANY INDEMNIFIED PARTY. DEVELOPER AND OWNER, JOINTLY AND SEVERALLY, ARE EXPRESSLY REQUIRED TO DEFEND THE INDEMNIFIED PARTY AGAINST ALL SUCH CLAIMS, AND THE INDEMNIFIED PARTY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER AND/OR OWNER IN PROVIDING SUCH DEFENSE.**

(b) **THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE**

UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S AND/OR OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S AND/OR OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER AND/OR OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN TEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES.

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(i) SUBJECT TO THE CREATION OF THE PID, LEVY OF PID ASSESSMENTS, AND ISSUANCE OF PID BONDS, THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(C) NUISANCE.

(ii) SUBJECT TO THE CREATION OF THE PID, LEVY OF PID ASSESSMENTS, AND ISSUANCE OF PID BONDS BY THE CITY, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) SUBJECT TO THE CREATION OF THE PID, LEVY OF PID ASSESSMENTS, AND ISSUANCE OF PID BONDS BY THE CITY, THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER

HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V **TERM**

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI **ZONING AND LAND USE MATTERS**

6.1 Zoning. The Owner shall apply for zoning of the Property as a planned development prior to this Agreement such that it is an item on a City Council agenda for consideration, which application shall be consistent with the PD Zoning attached hereto as **Exhibit B**. To the extent not already done as of the Effective Date, the City shall consider the zoning application for the Property as a planned development immediately before the consideration of this Agreement and after public notices are provided and public hearings conducted as required by law. Should the zoning of the Property not be established prior to the execution of this Agreement and/or should the zoning established over the Property after the execution of this Agreement be in any way more restrictive than that included in the PD Zoning, then prior to the levy of any PID assessments, the Developer may request the less restrictive zoning, from the City. If the zoning is not granted the Developer may have the right but not the obligation, to terminate this Agreement upon thirty days (30) written Notice to the City. If the PID has been created, Developer must include a valid petition for dissolution of the PID to the City in order for Developer's Notice of termination of this Agreement to be effective. Developer and Owner each agree to execute and file in the land records the consent to allow enforcement of building material regulations contained in a planned development zoning ordinance.

ARTICLE VII

INFRASTRUCTURE FINANCING

7.1 **PID Financing.** The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property (the "**PID Projects**"), including those projects allowable by Chapter 372, Texas Local Government Code, and including, but not limited to, water, wastewater, roadway, drainage (including storm water), open space, park, and trail improvements. As soon as reasonably practicable following a written request by the Developer, as the owner of an applicable phase of the Property, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds in phases as development occurs, subject to City Council approval and in its sole discretion. The process to create the PID and finance the PID Projects shall be as follows, in compliance with the PID Act:

(a) A PID creation petition for the Property shall be submitted by the Owner to the City. A PID dissolution petition shall be submitted by the Owner for the Property at the same time as the PID creation petition. The City shall hold the PID dissolution petition and only take action to dissolve the PID if the Developer notifies the City in writing it is not buying any of the Property from the Owner.

(b) PID funding of the PID Projects as authorized by the PID Act and approved by the City will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer consisting of only collected PID assessments not pledged to the repayment of PID Bonds related to costs of improvements constructed by the Developer and accepted by the City pursuant to a reimbursement agreement; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio); or (iii) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition, which amount shall not exceed \$80,000,000.

(c) The PID Projects will be described in the Service and Assessment Plan. The Parties agree that the Service and Assessment Plan shall provide that the City's cost to administer the PID shall be paid as part of the administrative expenses collected in connection with the assessments levied against the property within the PID.

(d) The total estimated cost of the PID Projects (the "**PID Project Costs**") will be as stated in the Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The City and Developer shall jointly determine the PID Project Costs, and the City will prepare or direct the preparation of a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, and complies with the requirements of the PID Act, the City will consider an ordinance to levy special assessments against the Property or applicable portion thereof.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City may consider supplemental assessments, reassessments, or new assessments such that assessments are solely consistent with the requirements set forth in the PID Act. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will consider issuance of one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID and approved by the Texas Attorney General. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to consider ordinances which issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 2 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio but subject to the other requirements of this subsection) assuming that the PID Projects as well as other infrastructure for which completion guarantees have been provided, if any, are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 2 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

(h) The maximum maturity for any sales of PID Bonds shall not exceed 30 years from the date of delivery thereof and PID assessments to be utilized to secure PID Bonds shall not be levied for any period exceeding 45 years from the Effective Date of this Agreement.

(i) The PID Bonds shall be offered and sold and may be transferred or assigned only (A) upon compliance with applicable securities laws; and (B) unless otherwise agreed to by the City, (i) to qualified institutional buyers, investors or accredited investors as such buyers/investors are defined in compliance with applicable securities laws, and (ii) in minimum denominations of \$100,000 or integral multiples of \$1,000 in excess thereof.

(j) In selecting a bond index for the determination of interest rates on unpaid amounts due under a PID reimbursement agreement as set forth in Section 372.023 of the PID Act, the City shall obtain guidance from the underwriter marketing the PID Bonds.

(k) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the prior, written consent of the City.

(l) Developer agrees to provide periodic information and notices of certain events regarding Developer and Developer's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Developer continuing disclosure agreement related to PID Bonds.

(m) Developer shall be solely responsible for all costs, including but not limited to PID Project Costs, even if the costs exceed the reimbursements available for PID assessments or PID Bonds. A cash deposit in the amount necessary to complete the Public Infrastructure and, for each phase, the Required Amenities and Open Space Improvements for such phase, shall be deposited into an account established by the indenture.

(n) The City shall use its highest and best efforts to levy PID assessments and, provided the Developer is in compliance with all material terms of this Agreement set forth in this Section 7.1, issue PID Bonds. The Developer and City acknowledge that the Developer has relied on the creation of the PID, levy of PID Assessments, and issuance of PID Bonds in entering into this Agreement, and that but-for the levy of PID Assessments and issuance of PID Bonds, the Developer would not enter into this Agreement. Should the Developer be in compliance with this Section 7.1, and the City fail to issue PID Bonds within 120 days of a written request from the Developer, the Developer may pursue all remedies, legal and equitable, available to Developer.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners receiving PID assessments or PID bond revenue to fund construction of public improvements benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as

applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser in compliance with such portion of the Property Code. For the purposes of PID notices required under this Agreement, the Developer and any subsequent seller within the Property shall be entitled to rely on the disclosures attached to the Service and Assessment Plan or any amendment or update thereto.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) on or before 30 days from the alleged default and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 120 days after written Notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written Notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any **relief** available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE IX

ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer and/or Owner each have the right (from time to time with the prior, written consent of the City), to assign this Agreement with the consent of the City to another party with the financial ability and experience to complete the Development as reflected in the Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer or Owner, respectively, under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. The Developer shall have the right to transfer its rights and obligations under this Agreement without the City's consent to a third party to effectuate a land banking arrangement pursuant to which such third party acquires (directly or indirectly) all or any portion of the Property, and the Developer or an affiliate of the Developer has the right to reacquire the Property, also without the prior written consent of the City, provided the Developer will remain liable for the obligations under this Agreement. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. In addition to requirements set forth in Section 9.3 hereof, Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least thirty (30) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the State of Texas (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee whom the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agree that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City; provided, however, the Developer shall be limited to a maximum of six (6) such assignments and any additional assignments after the sixth such assignment shall require the prior, written consent of the City; and provided further, however, that no such assignment shall be made without the prior written consent of the City if such transfer would result in (1) the issuance of municipal securities and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to reasonably consider a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and

shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that is transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure and shall be transferred free of all liens. Developer agrees to record or cause contractors and/or subcontractors to record a release of liens in form acceptable to the City in the Official Public Records of Denton County, Texas, prior to transfer of any portion of the Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (defined below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE X

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Developer, its successors and assigns, for annexation and compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer").

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory

to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year. The Developer shall request by written Notice an estoppel certificate at least thirty (30) days in advance of the Developer's deadline to obtain such estoppel certificate.

ARTICLE XI

ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, return receipt requested, addressed as follows ("Notice"):

To the City:	Attn: Ramie Hammonds P. O. Box 1729 Sanger, Texas 76266
With a copy to:	Attn: Todd Brewer Jackson Walker LLP 1401 McKinney Street, Suite 1900 Houston, Texas 77010
To the Developer:	Attn: Frank Su Meritage Homes of Texas, LLC 8840 Cypress Waters Blvd, Suite 100 Coppell, Texas 75019 frank.su@meritagehomes.com
With a copy to:	Attn: Sarah Landiak Winstead PC 2728 N. Harwood St., Ste. 500 Dallas, Texas 75201
To the Owner:	

With a copy to:

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing

signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Legal Description of the Property
Exhibit B	PD Zoning
Exhibit C	Roadway Improvements
Exhibit D	Wastewater Improvements
Exhibit E	Water Improvements
Exhibit F	Drainage, Flooding, and Escarpment Improvements
Exhibit G	Belz Road Improvements

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Form 1295 Certificate. The Parties acknowledge that the Developer is a publicly-traded entity, and as such, completion of a Form 1295 is not required pursuant to Section 2252.908(c)(4), Texas Government Code.

11.18 Verifications of Statutory Representations and Covenants. The Developer and the Owner makes the following representations and verifications to enable to City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer or Owner, respectively within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. Each of the Developer and the Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each of the Developer and the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. Each of the Developer and the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. Each of the Developer and the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. Each of the Developer and the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates,

if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[signatures on following pages]

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on _____, 20__.

Date: _____

CITY OF SANGER

By: _____
_____, Mayor

ATTEST:

_____, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the Mayor of the City of Sanger, Texas, on behalf of said City.

Notary Public in and for the State of Texas

(SEAL)

DEVELOPER:**MERITAGE HOMES OF TEXAS, LLC**

an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of Meritage Homes of Texas, LLC, an Arizona limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

OWNER:**PAC GROUP LTD**

a _____ limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of PAC Group LTD, a _____ limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

RON WILLIAMSON QUARTER HORSES, INC.

a _____ corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of Ron Williamson Quarter Horses, Inc., a _____ corporation, and acknowledged that he executed the foregoing document on behalf of said corporation.

Notary Public in and for the State of Texas

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION
306.356 ACRES

BEING A 306.356 ACRE TRACT OF LAND SITUATED IN THE H. TIERWESTER SURVEY, ABSTRACT NO. 1241, CITY OF SANGER, DENTON COUNTY, TEXAS, AND BEING ALL OF A 246.024 ACRE TRACT OF LAND, CONVEYED TO PAC GROUP, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 2004-150425, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND PART OF A 91.822 ACRE TRACT OF LAND CONVEYED TO RON WILLIAMSON QUARTER HORSES, INC., AS RECORDED IN COUNTY VOLUME 2040, PAGE 78, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID 306.356 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE NAD83, DETERMINED BY GPS OBSERVATIONS UTILIZING THE ALLTERRA RTKNET, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 246.024 ACRE TRACT. SAID POINT BEING AT THE APPARENT INTERSECTION OF BELZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY) AND METZ ROAD, (A PRESCRIPTIVE RIGHT-OF-WAY), AND BEING ON THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO TOMMY GARLAND AND CAROLYN GARLAND, AS RECORDED IN VOLUME 1214, PAGE 90, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 5.381 ACRE TRACT OF LAND CONVEYED TO JERRE FRAZIER AND KELLY FRAZIER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-77478, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING AT THE SOUTHWEST LINE OF A 20' WIDE PUBLIC ROAD RESERVATION, AS RECORDED IN VOLUME 60, PAGE 379, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 3.000 ACRE TRACT BEARS, SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 37.54 FEET;

THENCE, NORTH 00 DEGREES 47 MINUTES 46 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND SAID 20' WIDE PUBLIC ROAD RESERVATION AND THE COMMON EAST LINE OF SAID 5.381 ACRE TRACT, THE EAST LINE OF A 4.836 ACRE TRACT OF LAND CONVEYED TO STEPHANIE L. DEACON REVOCABLE TRUST, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-97948, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF DUCK CREEK FARMS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET G, SLIDE 122, PLAT RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.592 ACRE TRACT OF LAND CONVEYED TO STEVEN R. RICHTER AND JANNIE L. RICHTER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-41763, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.562 ACRE TRACT OF LAND CONVEYED TO ELIZABETH G. ROGUE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2016-25647, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 0.652 ACRE TRACT OF LAND CONVEYED TO KIMMEY KEY, AS RECORDED IN COUNTY CLERK'S FILE NO. 2012-146856, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A TRACT OF LAND CONVEYED AS "TRACT ONE" TO ANTHONY M. BOWLAND AND WIFE GLORIA J. BOWLAND, AS RECORDED IN VOLUME 841, PAGE 340, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF A 24.45 ACRE TRACT OF LAND CONVEYED AS "PARCEL 1" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG SAID METZ ROAD, A DISTANCE OF 1891.40 FEET TO A 1/2" SQUARE PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 20' WIDE PUBLIC ROAD RESERVATION, AND THE COMMON SOUTHWEST CORNER OF A 10.00 ACRE TRACT OF LAND CONVEYED TO GEROMINO POLANCO JR. AND ROSEMARIE POLANCO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2015-127213, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG A NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 29.87 FEET A 1/2" SQUARE PIPE FOUND FOR WITNESS AND CONTINUING, IN ALL, A TOTAL DISTANCE OF 1571.10 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT;

THENCE, NORTH 00 DEGREES 40 MINUTES 58 SECONDS EAST, ALONG A WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 10.00 ACRE TRACT, PASSING AT A DISTANCE OF 277.93 FEET A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF TRACT OF LAND CONVEYED TO DANIEL JOHNSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-95739, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG SAID WEST LINE AND THE COMMON EAST LINE OF SAID JOHNSON TRACT, IN ALL, A TOTAL DISTANCE OF 554.99 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID JOHNSON TRACT;

THENCE, NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID JOHNSON TRACT, A DISTANCE OF 1570.00 FEET TO A POINT FOR AN EXTERIOR ELL CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID JOHNSON TRACT. SAID POINT BEING ON THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "PARCEL 3" TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING IN THE APPROXIMATE CENTER OF AFORESAID METZ ROAD;

THENCE, NORTH 00 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON EAST LINE OF SAID 37.58 ACRE TRACT, THE EAST LINE OF A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT ONE", A 37.58 ACRE TRACT OF LAND CONVEYED AS "TRACT TWO" TO, JOE EDWARD SPRATT, AS RECORDED IN VOLUME 4917, PAGE 3869, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF A 3.492 ACRE TRACT OF LAND CONVEYED TO JOE EDWARD SPRATT AND WIFE JANENE EDGERLEY SPRATT, AS RECORDED IN VOLUME 2039, PAGE 204, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE EAST LINE OF 2.578 ACRE TRACT OF LAND CONVEYED AS "PARCEL 2", TO JOE EDWARD SPRATT, AS RECORDED IN COUNTY CLERK'S FILE NO. 2024-44297, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, PASSING AT A DISTANCE OF 1496.22 FEET A MAG NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 2.578 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF LOT 1, BLOCK A OF THE MEADOW GREEN FARM ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2019-288, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID LOT 1, BLOCK A, THE EAST LINE OF A 52.247 ACRE TRACT OF LAND CONVEYED TO METZ RANCH, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-230979, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE EAST LINE OF MEADOW GREEN FARMS ESTATES ADDITION, PHASE 1, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2020-340, PLAT RECORDS, DENTON COUNTY, TEXAS, AND ALONG THE APPROXIMATE CENTER OF SAID METZ ROAD, IN ALL, A TOTAL DISTANCE OF 2103.65 FEET TO A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 37.329 ACRE TRACT OF LAND CONVEYED TO MANGO ESTATES, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-142267, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD FOUND BEARS NORTH 82 DEGREES 46 MINUTES 58 SECONDS EAST, A DISTANCE OF 17.03 FEET;

THENCE, SOUTH 89 DEGREES 56 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 37.329 ACRE TRACT, A DISTANCE OF 1269.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 709" FOUND FOR THE SOUTHEAST CORNER OF SAID 37.329 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A 79.719 ACRE TRACT OF LAND CONVEYED TO DAGR-1031, LLC, AS RECORDED IN COUNT CLERK'S FILE NO. 2022-47123, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 42 MINUTES 11 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 79.719 ACRE TRACT, A DISTANCE OF 1253.13 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 246.024 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 79.719 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF A 103.99 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4330, PAGE 1874, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 70 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 1.22 FEET;

THENCE, SOUTH 00 DEGREES 34 MINUTES 14 SECONDS WEST, ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 103.99 ACRE TRACT, A DISTANCE OF 1187.16 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 103.99 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AN 83.720 ACRE TRACT OF LAND CONVEYED TO SANGER RANCH, LTD., AS RECORDED IN VOLUME 4269, PAGE 1243, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, CONTINUING ALONG THE EAST LINE OF SAID 246.024 ACRE TRACT AND THE COMMON WEST LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1579.00 FEET TO A FENCE CORNER POST FOUND FOR THE SOUTHWEST CORNER OF SAID 83.720 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF AFORESAID 91.822 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 62 DEGREES 43 MINUTES 01 SECOND EAST, A DISTANCE OF 28.80 FEET;

THENCE, SOUTH 89 DEGREES 33 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 83.720 ACRE TRACT, A DISTANCE OF 1408.32 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 49 MINUTES 22 SECONDS WEST, OVER AND ACROSS SAID 91.822 ACRE TRACT A DISTANCE OF 1866.26 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF A 2.50 ACRE TRACT OF LAND CONVEYED TO JORGE CASTILLO, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-15072, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF AFORESAID BELZ ROAD;

THENCE, NORTH 88 DEGREES 42 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 91.822 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 2.50 ACRE TRACT, THE NORTH LINE OF A 2.497 ACRE TRACT OF LAND CONVEYED TO JAMES FRANK JONES AND YOLANDA M. JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 2014-37016, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 2.501 ACRE TRACT OF LAND CONVEYED TO DANIEL RAYMOND WOLFE AND BRIANNA LYNNE WOLFE, AS RECORDED IN COUNTY CLERK'S FILE NO. 2021-21494, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE NORTH LINE OF A 50.00 ACRE TRACT OF LAND CONVEYED TO PAC GROUP, LTD., AS RECORDED IN VOLUME 4880, PAGE 2632, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, ALONG THE APPROXIMATE CENTER OF SAID BELZ ROAD, A DISTANCE OF 1408.33 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 91.822 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF AFORESAID 246.024 ACRE TRACT;

THENCE, NORTH 88 DEGREES 25 MINUTES 43 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 246.024 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 50.00 ACRE TRACT, PASSING AT A DISTANCE OF 350.97 FEET A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 50.00 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF A 30' RIGHT-OF-WAY DEDICATION OF MEADOW LANDS ADDITION, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN CABINET F, PAGE 80, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID MEADOW LANDS ADDITION, PASSING AT A DISTANCE OF 1011.39 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 30' RIGHT-OF-WAY DEDICATION OF SAID MEADOW LANDS ADDITION AND THE COMMON NORTHEAST CORNER OF A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION OF INDIAN CREEK ADDITION, LOTS 1-5, BLOCK A, AN ADDITION TO THE CITY OF SANGER, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-75, PLAT RECORDS, DENTON COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID INDIAN CREEK ADDITION, PASSING AT A DISTANCE OF 2062.87 FEET A MAG NAIL FOUND FOR THE NORTHWEST CORNER OF SAID INDIAN CREEK ADDITION AND SAID VARIABLE WIDTH RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE NORTH LINE OF A 3.000 ACRE TRACT OF LAND CONVEYED TO JOSHUA MICHAEL McCLURKAN AND KATIE LAYNE McCLURKAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 2022-64447, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND THE NORTH LINE OF AFORESAID 3.000 ACRE GARLAND TRACT, ALONG SAID BELZ ROAD, IN ALL, A TOTAL DISTANCE OF 2536.15 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 13,344,859 SQUARE FEET OR 306.356 ACRES OF LAND.

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

Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

SEPTEMBER 16, 2024

T.B.P.E.L.S. Firm No. 10194382

EXHIBIT B
PD ZONING

[SEE ATTACHED]

THE ELADA PD (306.36 ACRES)

Purpose Statement – The purpose of this planned development district (“PD”) is to establish a quality master planned residential community for the property described by metes and bounds on Exhibit "A" (the "Property") of this PD Ordinance. Development and use of the Property shall comply with the Sanger Zoning Ordinance as it existed on the date of its adoption on August 3, 1987, as subsequently amended (the "Zoning Ordinance"), as amended by this PD ordinance. In the event of a conflict between the Zoning Ordinance and this PD Ordinance, this PD Ordinance shall control. In the event of a conflict between this PD Ordinance and the Concept Plan/ Development Plan, this PD Ordinance shall control. In the event of a conflict between the Concept Plan/ Development Plan and the Zoning Ordinance, the Concept/ Development Plan shall control.

PROPOSED USES

Single Family (306.36 Acres)

Approximately 234.73 acres are proposed as single family detached uses, and approximately 71.63 acres are proposed to be used for park, open space, detention or retention areas and amenity areas.

CONCEPT PLAN/ DEVELOPMENT PLAN

A conceptual site plan/development plan for the Property is attached as Exhibit "B" (“Concept Plan/ Development Plan”) and all development shall generally conform to the Concept Plan/ Development Plan, except as may be modified as provided herein. The Concept Plan/ Development Plan shall satisfy all requirements under the Zoning Ordinance to submit/ approve both a conceptual plan and a development plan for this PD and no further development plan or approvals by the Planning and Zoning Commission or City Council with respect to a concept plan or development plan shall be required.

Changes of detail or amendments to the Concept Plan/ Development Plan, Preliminary Open Space Concept Plan, or any other exhibits attached hereto may be authorized by the Development Services Director or his/her designated representative (the “Development Services Director”) so long as such changes or amendments: do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted, increase the density above 1,100 dwelling units, increase building height above 35 feet, or increase lot coverage for any residential lot above 65% and which do not decrease the required off street parking ratio, or reduce the minimum yards required pursuant to Section I of the Development Standards (below). The applicant may appeal the decision to deny an amendment to the Concept Plan/ Development Plan or any other exhibits attached hereto to the City’s Planning and Zoning Commission and City Council. For any amendments that are not authorized to be approved by the Development Services Director herein or in the Zoning Ordinance (or by the Building Official in the Zoning Ordinance), the applicant may apply for an amendment through the same process as a zoning amendment.

The Property may be developed in phases. The property owner or developer may designate the phases in its sole discretion as long as the Amenity Area (defined herein) is included with the first phase developed.

COMMUNITY FEATURES

The hardscape within the community shall include entry monuments, screening walls and community signage constructed of brick or stone. Signs shall not be within the sight visibility triangles.

A mandatory homeowners association shall be established to own and maintain the private open spaces, common areas and greenbelts that are accessible to all residents; landscape improvements within common areas; fencing along the perimeter of the Property or along any open space or common areas; entry monuments and signage. The homeowners' association shall maintain any on-street parking spaces within a street right-of-way and any parking spaces located within a common area lot. Private trails and sidewalks shall be constructed within a pedestrian access easement or within the right-of-way and owned and maintained by the HOA. The Parkland (defined below) will be maintained by the City of Sanger.

DEVELOPMENT STANDARDS

I. **Lot Sizes, Setbacks, etc. for Single Family Detached.** Except as otherwise provided below, detached single family residences shall comply with Section 53, "R-1" RESIDENTIAL DISTRICT -1 of the Zoning Ordinance, subject to the following changes:

A. **Minimum Lot Width, Depth, and Size.**

The Estate Lots (min. 60' X 115'):

The minimum lot width shall be 60 feet. The minimum lot depth shall be 115 feet. The minimum lot area shall be 6,900 square feet. "Estate Lots" shall be considered any residential lots that are 60 feet in width or greater.

The Manor Lots (min. 50' X 115'):

The minimum lot width shall be 50 feet. The minimum lot depth shall be 115 feet. The minimum lot area shall be 5,750 square feet. "Manor Lots" shall be considered any residential lots that are less than 60 feet in width.

B. **Minimum House Size.**

The Estate Lots:

The minimum air-conditioned area within each residence shall be 2,000 square feet, except up to 25% of the total number of Estate Lots within the overall Property may be less than 2,000 square feet, but must be at least 1,800 square feet.

The Manor Lots:

The minimum air-conditioned area within each residence shall be 1,800 square feet, except up to 25% of the total number of Manor Lots within the overall Property may be less than 1,800 square feet, but must be at least 1,600 square feet.

C. Maximum Density.

The maximum number of dwelling units that may be developed within the Property is 1,100 dwelling units, which may be a mix of Estate Lots and Manor Lots. Notwithstanding the proposed locations of lots and lot types as shown on the Concept Plan/ Development Plan, the developer may change the location of lots and/or lot types (i.e., Estate Lots and Manor Lots) and relocate lots/ lot types and such amendments to the Concept Plan/ Development Plan will be approved by the Development Services Director so long as: (i) the total number of dwelling units located on the Property is not more than 1,100 dwelling units; (ii) the total number of Estate Lots located on the Property (i.e., the entirety of the Property, not per phase) is not less than 300 lots; and (iii) the total number of Manor Lots located on the Property (i.e., the entirety of the Property, not per phase) is not more than 750 lots.

D. Maximum Height.

The maximum building height shall be 2 stories, up to 35 feet.

E. Front Yard Setback.

The minimum front yard building setback shall be twenty feet (20'). Front porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the front yard a maximum of five feet (5').

F. Side Yard Setback.

The minimum side yard building setback shall be five feet (5') on each interior side. A side yard adjacent to a street on a corner lot shall have a minimum ten-foot (10') side yard building setback.

G. Rear Yard Setback.

The minimum rear yard building setback shall be twenty feet (20') from the rear facade of the residence (excluding porches and projecting architectural features) to the rear lot line. Covered porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the rear yard a maximum of five feet (5'). Uncovered porches may extend into the rear yard beyond the five feet (5') maximum.

H. Maximum Lot Coverage.

The maximum lot coverage will be 65% for any residential lot. Lot coverage is the percentage of the total area of a lot occupied by the base (first story of floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building.

I. Garages.

An enclosed parking area of at least four hundred (400) square feet shall be provided for a garage (this does not count towards the minimum house size). The face of a garage door must be located at least 20 feet from the street right-of-way line that the garage door faces. The garage door does not have to be behind the street facing façade of the house, but may not extend more than 10 feet beyond the front façade of the house. Split garage doors with a separate door for each vehicle bay are not required.

J. Misc.

All residential dwellings may be front entry.

K. Design Elements.

Except as provided herein or elsewhere in this PD Ordinance, all residential dwellings will meet the City of Sanger Exterior Façade Design Criteria Manual as adopted on October 7, 2019 (the "Design Manual"). In the event of a conflict between this PD Ordinance (including any provisions herein) and the Design Manual, this PD Ordinance shall control.

1. Except as provided herein, all single family residential dwelling units shall have attached garages with the garage door not occupying more than 40% of the total building frontage. This 40% measurement does not apply to (i) garages facing an alley or courtyard entrance; or (ii) 3-car garage homes. Any garage facing a public street may extend beyond the house front, subject to Article I.I. above.

2. All walls, except gabled roof areas, which face a street other than an alley must contain at least 25% of the wall space in windows and doors. Windows and doors on a garage may count towards the 25% requirement.

3. The Home Variety requirements in Article VIII herein apply in lieu of the home repetition requirements in Number 7 under Single-Family and Duplex Development of the Design Manual. The home repetition requirements in Number 7 under Single-Family and Duplex Development of the Design Manual are not applicable.

II. **General Conditions.**

- A. For the purposes of determining compliance with the lot width requirements, lot widths shall be measured at the rear of the required front yard setback as shown on the Final Plats. An example of this measurement is shown in Figure 1 below.

Figure 1.

[insert figure]

- B. Sidewalks may be located outside of the public right-of-way if located within an adjacent open space lot or common area lot with a pedestrian access easement to provide for meandering sidewalks and trails that may be located within adjacent common area lots or open space lots or to preserve existing trees along perimeter roads. Any such sidewalks shall be a minimum of four feet in width.

III. **Residential Single Family Detached Landscape Requirements.** Except as otherwise provided below, landscape requirements shall comply with Section 48, Landscape Regulations of the Zoning Ordinance, subject to the following changes:

The following requirements apply to single family residential development:

- A. Each single-family residence shall have an irrigation system in the front yard and street corner side yard with a freeze sensor regulator shut off.
- B. Each residential lot shall have a minimum of one (1) large tree with a minimum caliper of three (3) inches measured at a height of six (6) inches above the ground planted in the front yard. The required large tree shall be selected from the list of large shade tree species included with Exhibit “C” (the “Approved Tree List”), unless otherwise approved by the Development Services Director.
- C. In addition to the large tree required per Section III.B. above, each residential lot shall have at least one (1) ornamental tree with a minimum caliper of two (2) inches measured at a height of six inches above the ground to be placed at the preference of the owner, builder or developer within the residential lot. The required ornamental tree shall be selected from the Approved Tree List, unless otherwise approved by the Development Services Director. If the lot fronts or sides onto a common area lot or open space lot, the ornamental tree requirement may be satisfied by at least one ornamental tree being planted in the adjacent greenspace.
- D. No other front yard, side yard, or rear yard tree planting requirement shall apply.

- E. The Development Services Director may approve other trees to be planted as required trees in addition to the trees in the Approved Tree List.
- F. Each residential lot shall have a minimum of ten (10) shrubs placed in the front yard. Individual shrubs shall be a minimum of three (3) gallons in size when planted.

IV. **Parkland/Trails/Open Space**

- A. Parkland. Developer, and its assigns, agree to dedicate approximately 21.14 acres in the aggregate within the Property for parkland (the "Parkland") to the City of Sanger. The general location(s) of the areas for Parkland dedication are shown on Exhibit "D" attached hereto as "parkland dedication areas"; however, the areas/boundaries for Parkland dedication may shift from what is shown on Exhibit "D" through further site design so long as at least 21.14 acres are dedicated in the aggregate. The Parkland may be dedicated in phases or portions (i.e., the total Parkland area is not required to be dedicated at the same time). The Parkland (or portion thereof) is required to be dedicated prior to the issuance of the 200th certificate of occupancy in the phase in which the respective portion(s) of the Parkland is located within. The developer or property owner may designate the phases of the development. The Parkland dedication shall fully satisfy the Park Land Dedication requirement in Section 15.504 of the Zoning Ordinance (i.e., no further Park Land Dedication or fee in lieu thereof will be required for the development of the Property). Prior to dedication of the applicable portion of the Parkland, subject to Section IV.B(1) herein, the developer or property owner shall construct trails within the Parkland area as generally shown on Exhibit "E", except when located in an area construction will be crossing (in which case such portions will be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the trails are located within). The trails are not strictly bound to the locations shown on Exhibit "E" and may be modified with the final design so long as the trails comply with the requirements herein. By way of clarification, only the portion of the trail within the area of Parkland being dedicated is required to be constructed prior to the dedication. Other than the aforementioned trails, the developer or property owner shall not be required to make any improvements to the Parkland area.
- B. Pedestrian Connectivity.
 - 1. Open spaces/ park areas shall be connected with sidewalks, trails or pedestrian pathways to be a comprehensive pedestrian system that affords connectivity to the entire community as generally shown on Exhibit "E" attached hereto. The trails and sidewalks are not strictly bound to the locations shown on Exhibit "E" and may be modified with the final design so long as the trails and sidewalks comply with the requirements herein. In the event of a conflict between the text of these PD development standards and Exhibit "E", the text of these PD development standards controls.

2. The pedestrian circulation system shall include trails that are a minimum of six feet in width. Trails in open space areas and within the Parkland area shall be constructed of concrete. The pedestrian circulation system may be located on private property with a pedestrian access easement or within the right-of-way. Along trails, the pedestrian circulation system shall include items such as benches, landscaping, signage, bike racks, and doggie waste stations. A minimum of five (5) benches, two (2) bike racks and five (5) doggie waste stations shall be provided within the entirety of the Property (i.e., once all trails within the Property have been completed). Any trails, sidewalks (other than those fronting upon the front or corner side of a residential lot), or pedestrian pathways within open space area, greenbelts, detention/retention areas, or common areas may be completed in phases (corresponding with the respective phases of development) and shall be completed prior to the issuance of the 200th certificate of occupancy in the phase in which the respective portion(s) of the trails, sidewalks or pedestrian pathways are located within, except when located in an area construction will be crossing (in which case such portions will be completed prior to the issuance of the last certificate of occupancy in the phase in which the respective portion(s) of the trails, sidewalks or pedestrian pathways are located within).
3. Except as provided in Section II.B. herein, all interior residential street rights-of-way abutting residential lots shall be improved with sidewalks that are a minimum of four feet in width and constructed by the homebuilders at the time of adjacent house construction. Any sidewalks within interior residential street rights-of-way abutting open space and common area lots shall be a minimum of four feet in width. All sidewalks along Collector and Arterial Road frontages are to be five feet in width.

C. Open Space and Amenities.

1. Open space shall be provided generally in the areas shown as “open space” on Exhibit “F” (the Preliminary Open Space Concept Plan”). The open space is not required to conform exactly to the boundaries as shown on Exhibit “F”, so long as the areas are generally consistent. Detention and retention may be provided in open space areas.
2. Developer, and its assigns, agree to install the following amenities, which may be installed in open space areas or common areas (“Required Amenities”):
 1. A resident amenity area that includes a swimming pool, at least one shade structure, seating areas, a parking lot, and restroom facilities (“Amenity Area”).
 2. A playground area with commercial grade playground equipment.
3. The exact number and location of the Required Amenities may change during the final design process.

4. The Required Amenities may be completed in phases (corresponding with the respective phases of development) and shall be completed prior to the issuance of the 200th certificate of occupancy in the phase in which the respective amenity is located within.
- D. The open space, trails, and park requirements in this section shall be the exclusive open space, trails, and park requirements that apply to the development of the Property.

V. **Fencing Requirements**

- A. Screening walls and fence requirements shall be as described in this section and in accordance with the Screening and Fencing Plan attached as Exhibit “G”. The screening walls and fence requirements in this section and Exhibit “G” shall apply in lieu of any fencing or screening requirements in the Zoning Ordinance or Design Manual and shall be the exclusive screening and fencing requirements that apply to the development of the Property. In the event of a conflict between the text of these PD standards and Exhibit “G”, the text of these PD standards shall control.
- B. Developer shall install a perimeter brick or stone screening wall along Belz Road and Metz Road at least 6 feet in height. Floodplain, parks, and open spaces shall be exempt from the screening requirements in this section; however, fencing may be installed in these areas at the developer's option.
- C. Side yard and back yard fencing on residential lots installed by the developer or homebuilder shall be a maximum of six feet in height and shall be setback a minimum of five feet from the street right-of-way.

VI. **Street Typology**

- A. All streets and curbs will be designed to City standards unless otherwise approved by the City's engineering department.
- B. Streets adjacent to common area lots or residential lots may provide for on-street parking.
- C. Developer shall work with City to determine the location and number of stop signs within the subdivision and speed limits to facilitate traffic calming and maximum the benefit from the pedestrian system.

VII. **Utilities and Equipment**

- A. Electrical and gas utility meters and AC condensers should be unobtrusively located beyond the front or side street building facade and screened from view from adjacent streets or common open spaces with landscaping or appropriate fencing. Electric meters shall be located not more than 15 feet from the front façade on the side of the house nearest the accessible power source.

- B. Satellite dishes, and solar panels should be located in less conspicuous locations and out of view from adjacent streets or common open spaces when possible.
- C. Antennas should be located inside the building when possible.

VIII. **Home Variety**

- A. In order to avoid monotonous block patterns the same combination (i) house plan, plus (ii) elevation shall not be repeated within three (3) lots on the same side of the street nor within three (3) lots on opposite sides of a street, as illustrated in Exhibit “H”. Homes are considered to have a differing appearance/elevation if at least two of the following items deviate: (1) number of stories; (2) material color; (3) roof type and layout; (4) articulation of the front façade; (5) stone or brick accents (as described in the Design Manual); or (6) at least two architectural elements that differentiate the facade, which may include, but are not limited to: (a) Porch (protruding, recessed, or no porch); (b) Decorative door or window frames; (c) Bay window; (d) Dormers; (e) Balcony (full size or Juliette); or (f) Wing wall. This list is not exhaustive and other items may differentiate building elevations.

Exhibit "A"

Metes and Bounds Description of the Property

TRACT 1

Being a 246.36 acre tract of land out of the H. Tierwester Survey, Abstract No. 1241, situated in the City of Sanger, Denton County, Texas, being all of a called 246.024 acre tract of land conveyed to PAC Group, Ltd. by deed of record in Document Number 2004-150424 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found within Belz Road, being the southwest corner of a called 91.822 acre tract of land conveyed to Ron Williamson Consultants, Ltd. by deed of record in Volume 2040, Page 78 of the Real Property Records of Denton County, Texas, and being the southeast corner of said 246.024 acre tract;

THENCE, N88°25'43"W, along Belz Road and the common south line of said 246.024 acre tract, a distance of 2,536.15 feet to a 1/2 inch iron rod found at the intersection of Belz Road and Metz Road, being the southwest corner of said 246.024 acre tract;

THENCE, N00°47'46"E, along Metz Road and the common west line of said 246.024 acre tract, a distance of 1,891.40 feet to a 1/2 inch iron rod found at the southwest corner of a called 10.00 acre tract of land conveyed to Geromino Polanco Jr. and Rosemarie Polanco by deed of record in Document Number 2015-127213 of said Official Records, being an exterior ell corner of said 246.024 acre tract;

THENCE, S89°04'37"E, leaving Metz Road, along the south line of said 10.00 acre tract and the common interior north line of said 246.024 acre tract, a distance of 1,571.10 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the southeast corner of said 10.00 acre tract, being an interior ell corner of said 246.024 acre tract;

THENCE, N00°40'58"E, along the interior west line of said 246.024 acre tract, in part being the common east line of said 10.00 acre tract, and in part being the common east line of a tract of land conveyed to Daniel Johnson by deed of record in Document Number 2019-95739 of said Official Records, passing at a distance of 277.85 feet a 5/8 inch iron rod found at the northeast corner of said 10.00 acre tract, being the southeast corner of said Johnson tract, and continuing a total distance of 554.99 feet to a 5/8 inch iron rod found at the northeast corner of said Johnson tract, being an interior ell corner of said 246.024 acre tract;

THENCE, N89°04'37"W, along the north line of said Johnson tract and the common interior south line of said 246.024 acre tract, a distance of 1,570.00 feet to a 1/2 inch iron rod found within Metz Road, being the northwest corner of said Johnson tract, and being an exterior ell corner of said 246.024 acre tract;

THENCE, N00°49'48"E, along Metz Road and the common west line of said 246.024 acre tract, a distance of 2,103.65 feet to a mag nail found at the southwest corner of a called 37.329 acre

tract of land conveyed to Mango Estates, LLC by deed of record in Document Number 2021-142267 of said Official Records, being the northwest corner of said 246.024 acre tract;

THENCE, leaving Metz Road, along the north line of said 246.024 acre tract, in part being the common south line of said 37.329 acre tract, and in part being the common south line of a called 79.719 acre tract of land conveyed to DAGR-1031, LLC by deed of record in Document Number 2022-47123 of said Official Records, the following two (2) courses and distances:

1. S89°56'29"E, a distance of 1,269.67 feet to a 1/2 inch iron rod with illegible yellow plastic cap found at the southeast corner of said 37.329 acre tract, being the southwest corner of said 79.719 acre tract;
2. S89°42'11"E, a distance of 1,253.13 feet to a 1 inch iron pipe found at the base of a 5 inch wood fence post in the west line of a called 103.99 acre tract of land conveyed to Sanger Ranch, Ltd. by deed of record in Volume 4330, Page 1874 of said Real Property Records, being the southeast corner of said 79.719 acre tract, and being the northeast corner of said 246.024 acre tract;

THENCE, along the east line of said 246.024 acre tract, in part being the common west line of said 103.99 acre tract, in part being the common west line of a called 83.720 acre tract of land conveyed to Sanger Ranch, Ltd. by deed of record in Volume 4269, Page 1243 of said Real Property Records, and in part being the common west line of said 91.822 acre tract, the following three (3) courses and distances:

1. S00°34'14"W, a distance of 1,187.16 feet to a 1/2 inch iron rod found at the southwest corner of said 103.99 acre tract, being the northwest corner of said 83.720 acre tract;
2. S00°29'54"W, a distance of 1,579.00 feet to a 5 inch wood fence post found at the southwest corner of said 83.720 acre tract, being the northwest corner of said 91.822 acre tract;
3. S00°49'22"W, a distance of 1,845.48 feet to the **POINT OF BEGINNING**, and containing an area of 246.36 acres (10,731,314 square feet) of land.

TRACT 2

Being a 60.00 acre tract of land out of the H. Tierwester Survey, Abstract No. 1241, situated in the City of Sanger, Denton County, Texas, being a portion of a called 91.822 acre tract of land conveyed to Ron Williamson Consultants, Ltd. by deed of record in Volume 2040, Page 78 of the Real Property Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found within Belz Road, being the southeast corner of a called 246.024 acre tract of land conveyed to PAC Group, Ltd. by deed of record in Document Number 2004-150424 of the Official Records of Denton County, Texas, and being the southwest corner of said 91.822 acre tract;

THENCE, N00°49'22"E, leaving Belz Road, along the east line of said 246.024 acre tract, being the common west line of said 91.822 acre tract, a distance of 1,845.48 feet to a 5 inch wood

fence post found at the southwest corner of a called 83.720 acre tract of land conveyed to Sanger Ranch, Ltd. by deed of record in Volume 4269, Page 1243 of said Real Property Records, being the northwest corner of said 91.822 acre tract;

THENCE, S89°33'38"E, leaving the east line of said 246.024 acre tract, along the south line of said 83.720 acre tract, being the common north line of said 91.822 acre tract, a distance of 1,408.32 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod with pink plastic cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENT" found in the west right-of-way line of Interstate Highway 35 bears S89°33'38"E, a distance of 773.00 feet;

THENCE, S00°49'22"W, leaving the south line of said 83.720 acre tract, over and across said 91.822 acre tract, a distance of 1,866.26 feet to a mag nail set within Belz Road and the common south line of said 91.822 acre tract, from which a mag nail found in the west right-of-way line of Interstate Highway 35 bears S88°42'54"E, a distance of 305.84 feet;

THENCE, N88°42'54"W, along Belz Road and the common south line of said 91.822 acre tract, a distance of 1,408.34 feet to the **POINT OF BEGINNING**, and containing an area of 60.00 acres (2,613,600 square feet) of land.

Exhibit “B”

Concept Plan/ Development Plan

(see attached)

EXHIBIT D

CONCEPT PLAN/DEVELOPMENT PLAN

LEGEND

- 50' x 115' - 716 Lots (67.7%)
- 60' x 115' - 341 Lots (32.3%)

TOTAL LOT COUNT - 1057 Lots

- Main Entry Monument

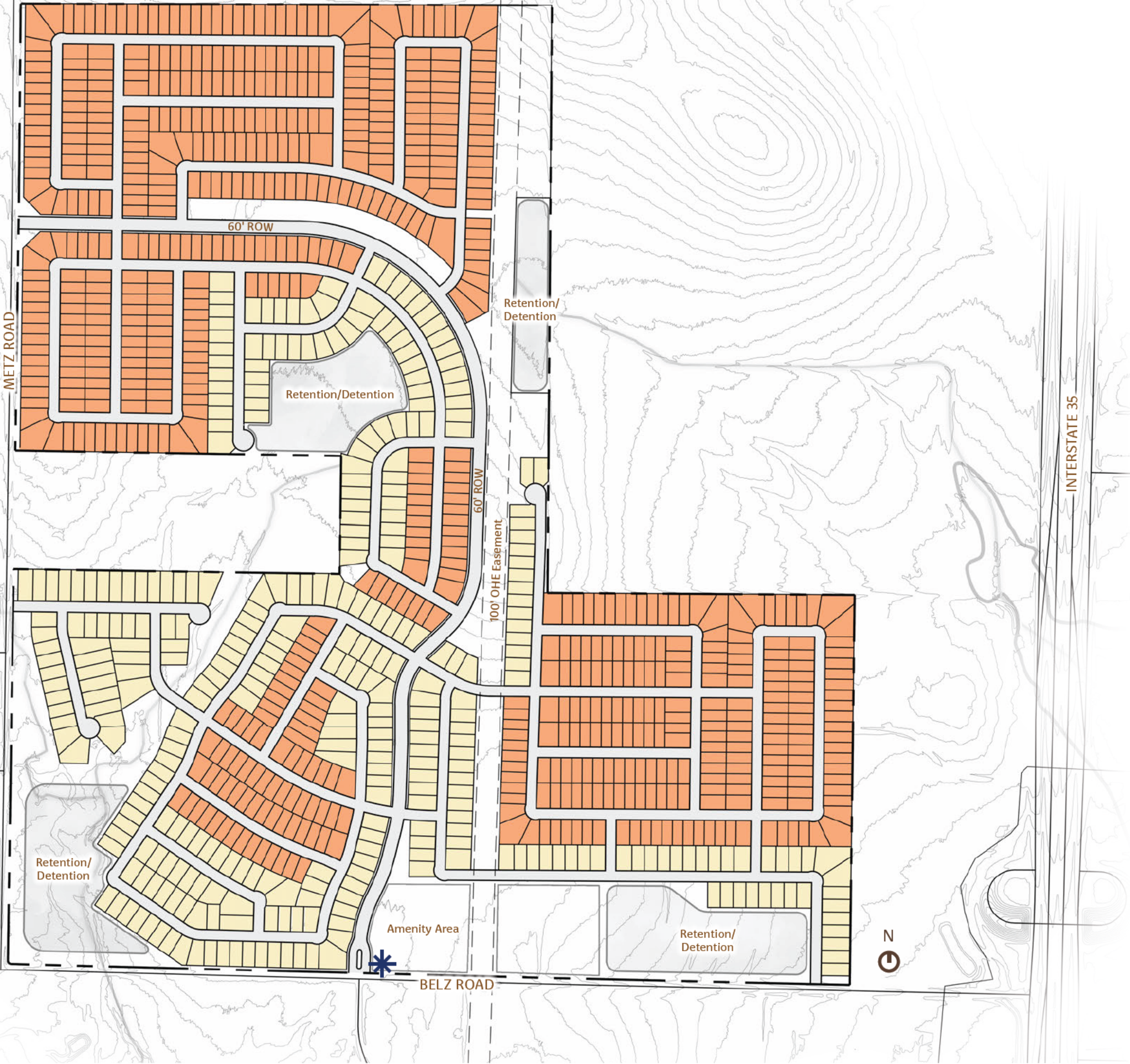


Exhibit “C”

Approved Tree List

EXHIBIT C
APPROVED PLANT LIST

APPROVED TREE LIST					
LARGE SHADE TREES > 35' HEIGHT					
Common Name	Botanical Name	Size	Cal.	Height	Spread
Live Oak	<i>Quercus virginiana</i>	65 gal.	3"	13'	6'
Cedar Elm	<i>Ulmus crassifolia</i>	65 gal.	3"	13'	6'
Shumard Red Oak	<i>Quercus shumardii</i>	65 gal.	3"	13'	6'
Chinquapin Oak	<i>Quercus muehlenbergii</i>	65 gal.	3"	13'	6'
Bur Oak	<i>Quercus macrocarpa</i>	65 gal.	3"	13'	6'
Post Oak	<i>Quercus stellata</i>	65 gal.	3"	13'	6'
Princeton Elm	<i>Ulmus crassifolia 'Princeton'</i>	65 gal.	3"	13'	6'
Mexican Sycamore	<i>Plantanus mexicana</i>	65 gal.	3"	13'	6'
Urbanite Ash	<i>Fraxinus peninsylvania "Urbanite"</i>	65 gal.	3"	13'	6'
Southern Magnolia	<i>Magnolia grandiflora</i>	65 gal.	3"	13'	6'
Thornless Honey Locust	<i>Gleditsia triacanthos inermis</i>	65 gal.	3"	13'	6'
Pecan	<i>Carya illinoensis</i>	65 gal.	3"	13'	6'
ORNAMENTAL TREES					
Common Name	Botanical Name	Size	Cal.	Height	Spread
Mexican Plum	<i>Prunus mexicana</i>	30 gal.	2"	7'	3'
Desert Willow	<i>Chiopsis linearis</i>	30 gal.	2"	10'	5'
Vitex	<i>Vitex agnus-castus</i>	30 gal.	2" multi.	6'	4'
Redbud	<i>Cercis canadensis</i>	30 gal.	2"	7'	4'
Eve's Necklace	<i>Sophora affinis</i>	30 gal.	2" multi.	8'	4'
American Smoke Tree	<i>Cotinus obovatus</i>	30 gal.	2"	10'	5'
Possumhaw Holly	<i>Ilex decidua 'Warren's Red'</i>	30 gal.	2" multi.	6'	4'
Tree Yaupon Holly	<i>Ilex vomitoria</i>	30 gal.	2" multi.	6'	4'
Crape Myrtle	<i>Lagerstroemia indica</i>	30 gal.	2" multi.	8'	4'
Eagleston Holly	<i>Ilex x attenuata</i>	30 gal.	2"	7'	3'

SHRUBS 36"-72" HEIGHT					
Common Name	Botanical Name	Size	Cal.	Height	Spread
Abelia spp.	<i>Abelia</i> spp.	5 gal.		18"	18"
Dwarf Yaupon Holly	<i>Ilex vomitoria 'Nana'</i>	5 gal.		18"	18"
Texas Sage	<i>Leucophyllum frutescens</i> spp.	5 gal.		18"	18"
Rio Bravo Sage	<i>Leucophyllum langmaniae</i>	5 gal.		18"	18"
Dwarf Wax Myrtle	<i>Myrica cerifera pumila</i>	5 gal.		18"	18"
Coralberry	<i>Symphoricarpos orbiculatus</i>	5 gal.		18"	18"
Seagreen Juniper	<i>Juniperus chinensis 'Sea Green'</i>	5 gal.		18"	18"
Sunshine Ligustrum	<i>Ligustrum sinense 'Sunshine'</i>	5 gal.		18"	18"
Dwarf Burford Holly	<i>Ilex cornuta 'Dwarf Burford'</i>	5 gal.		18"	18"
Flame Acanthus	<i>Anisacanthus quadrifidus</i> var. <i>wrightii</i>	5 gal.		18"	18"

Notes:

- 1. The size specifications listed are the minimum requirements for the plant material at the time of planting.
- 2. Please refer to the PD and the City of Sanger Landscape Ordinance for additional requirements.

Exhibit “D”

Parkland Dedication Area

(see attached)

EXHIBIT 19

PARKLAND DEDICATION AREA

LEGEND

 Parkland Dedication Area

Required	Provided
21.14 Acres	21.14 Acres



Exhibit “E”

Pedestrian Connectivity

(see attached)

EXHIBIT L

PEDESTRIAN CONNECTIVITY

LEGEND

6' Concrete Trail*

Notes:

- 1. Trail within Overhead Powerline Easement pending approval by transmission services.



Exhibit “F”

Preliminary Open Space Concept Plan

(see attached)

EXHIBIT 1

PRELIMINARY OPEN SPACE CONCEPT PLAN

LEGEND

- Open Space
- 1 Amenity Area
- 2 Future Public Park to Be Built by City
(Land within Parkland Dedication Area)
- 3 Retention/ Detention Area

PROPOSED USES:

179.99 Acres - Single Family Detached Uses
71.63 Acres - Open Space, Detention or Retention Areas, and Amenity Areas

Notes:

- These areas are approximate based on the preliminary concept plan.
- Open Space includes areas that are improved for site, grading, and storm water purposes and unimproved areas. Open Spaces will be restored as required to meet SWPPP standards and may not include trees, shrubs, or other landscape improvements including sod or irrigation.



Exhibit “G”

Screening and Fencing Plan

(see attached)

EXHIBIT 19 SCREENING & FENCING PLAN

LEGEND

- 6' Brick Thinwall
- 6' Wood Fence
- 6' Ornamental Metal Fence
- Main Entry Monument

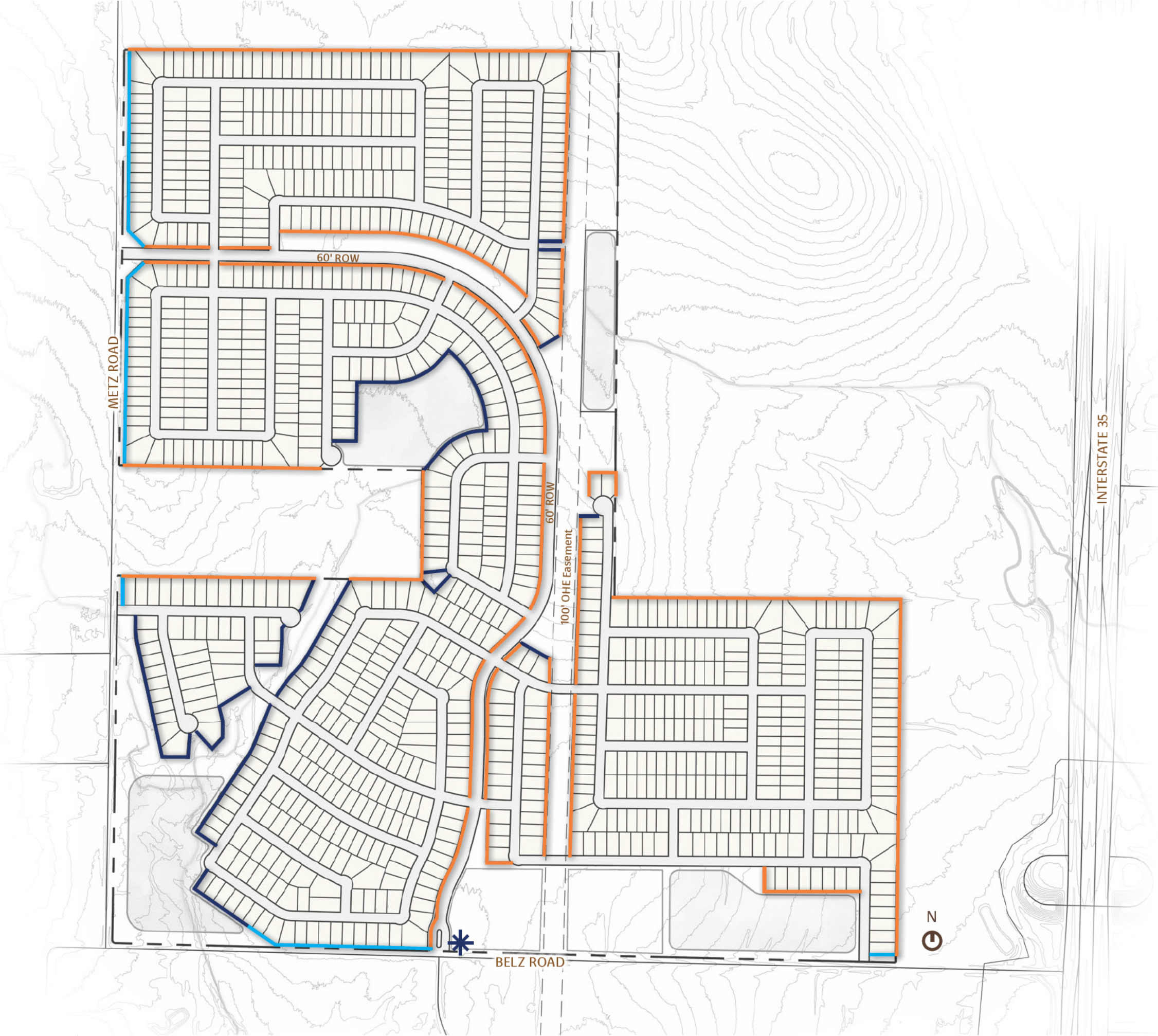


Exhibit “H”

Home Variety Exhibit

(see attached)

- NOTES:**
1. SAME COMBINATION OF PLAN AND ELEVATION MAY NOT BE REPEATED WITHIN 3 LOTS ON THE SAME SIDE OF THE STREET NOR WITHIN 3 LOTS ON THE OPPOSITE SIDE OF THE STREET AS SHOWN.
 2. PLAN TYPES: 1, 2, 3, 4, 5 ← TOTAL COMBINATIONS = 25 (MIN)
 3. ELEVATION STYLES: A, B, C, D, E ←

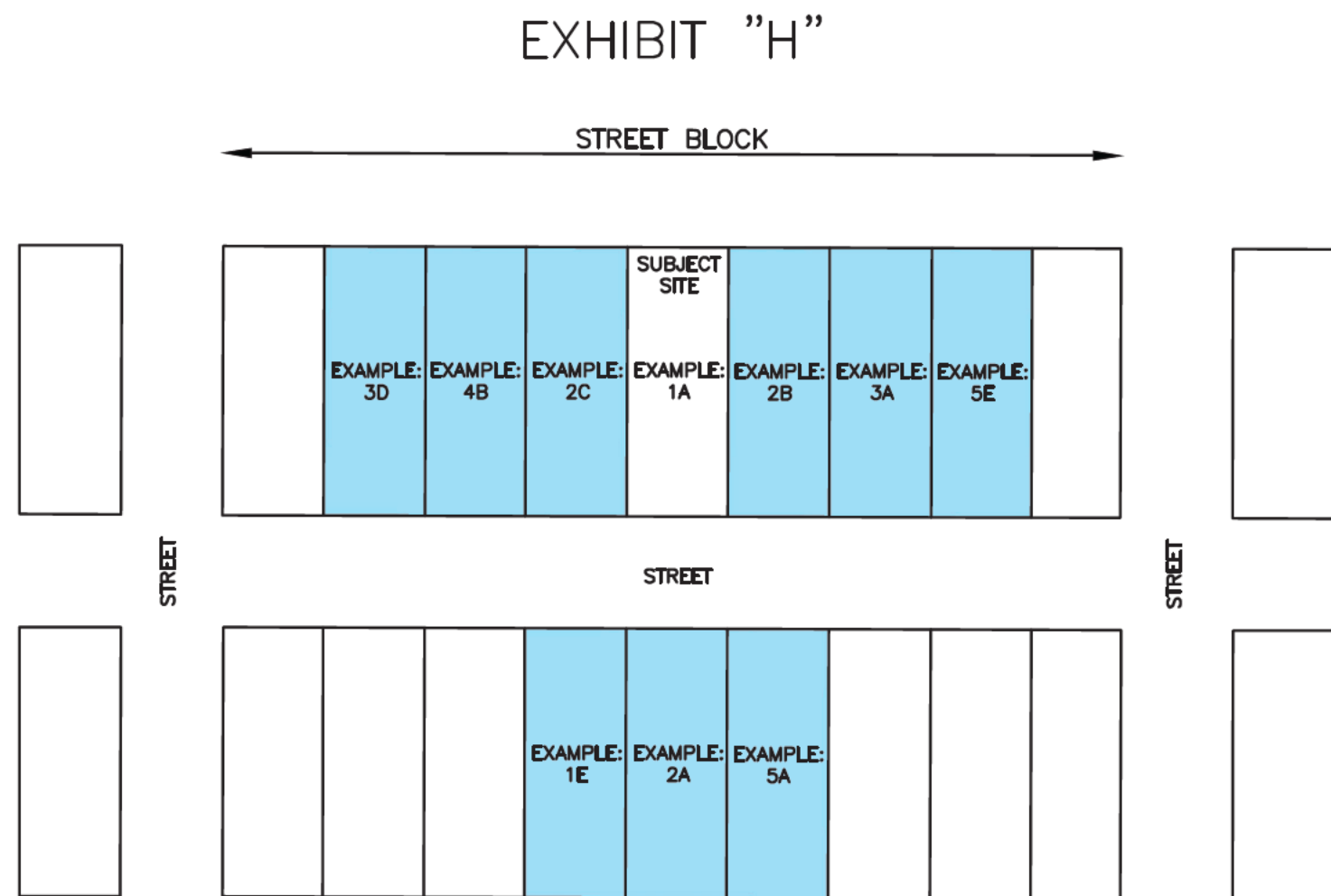




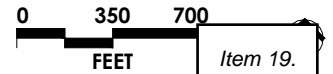


EXHIBIT C
ROADWAY IMPROVEMENTS

[SEE ATTACHED]

LEGEND

	40' ROW (28.5' B-E) - MAJOR
	50' ROW (32' B-B) - RESIDENTIAL
	60' ROW (41' B-B) - MAJOR
	80' ROW (57' B-B) - MAJOR



METZ ROAD

IMPROVEMENT AREA #3

IMPROVEMENT AREA #2

IMPROVEMENT AREA #1

BELZ ROAD

OVERHEAD POWER
LINE & FRANCHISE
RELOCATION

I-35

**OVERALL ROADWAY
IMPROVEMENTS**

MAY 2025

ELADA

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Pho

466

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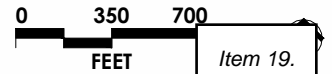
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EXHIBIT D
WASTEWATER IMPROVEMENTS

[SEE ATTACHED]

LEGEND

—	8" SEWER — RESIDENTIAL
—	10" SEWER — MAJOR
—	12" SEWER — MAJOR
- - -	EXISTING 12" SEWER
- - -	EXISTING 18" SEWER



METZ ROAD

8" SEWER

10" SEWER

IMPROVEMENT AREA #2

IMPROVEMENT AREA #1

12" SEWER

LIFT STATION

BELZ ROAD

EXISTING 18" SEWER

EXISTING 12" SEWER

I-35

NOTES:

1. ALL RESIDENTIAL LOTS SHALL BE SERVICED BY 8" SANITARY SEWER PIPE UNLESS OTHERWISE NOTED.

OVERALL SEWER IMPROVEMENTS

FEBRUARY 2025

ELADA

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Pho

468

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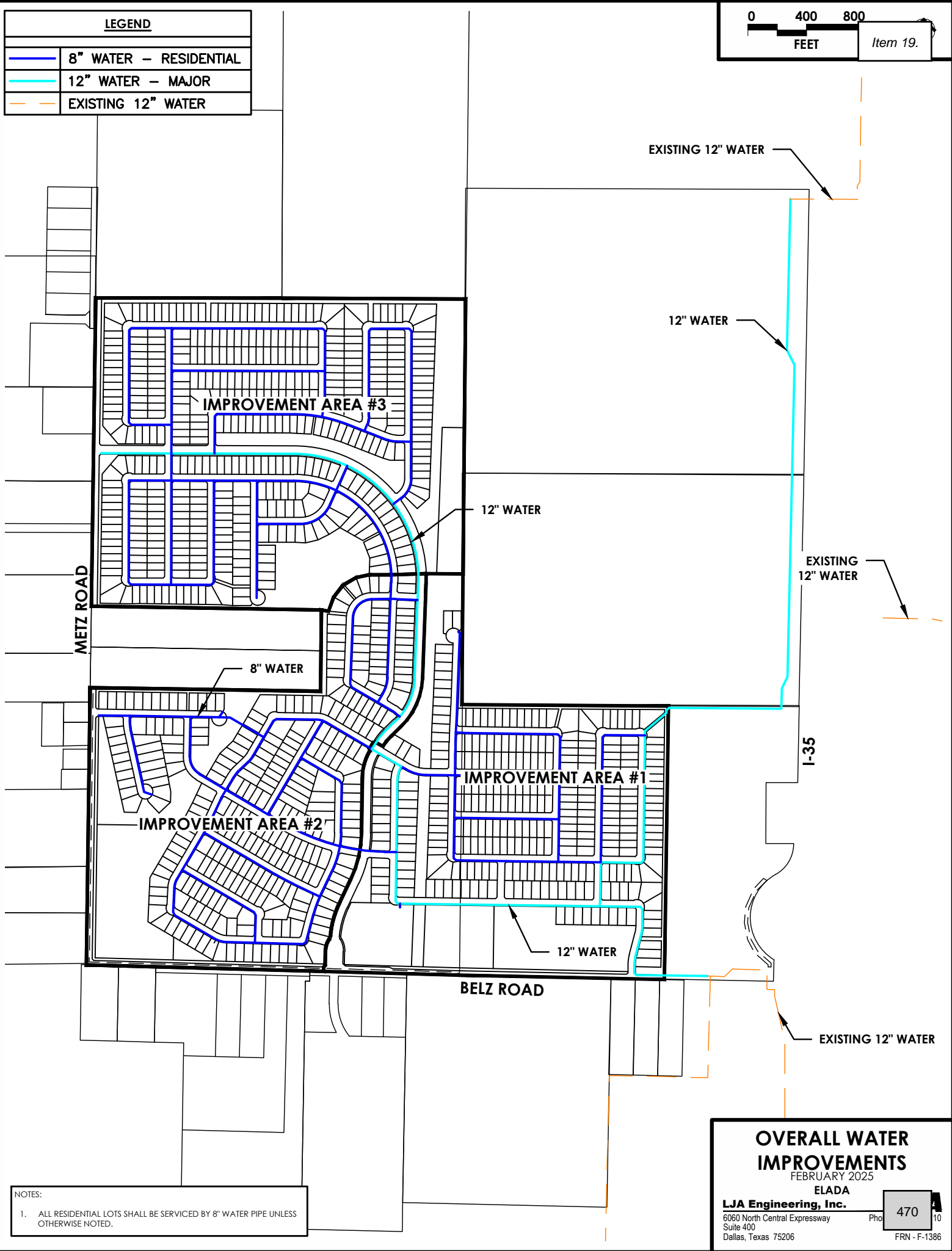
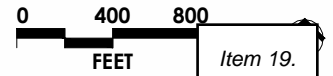
FRN - F-1386

EXHIBIT E
WATER IMPROVEMENTS

[SEE ATTACHED]

LEGEND

—	8" WATER – RESIDENTIAL
—	12" WATER – MAJOR
—	EXISTING 12" WATER



NOTES:

1. ALL RESIDENTIAL LOTS SHALL BE SERVICED BY 8" WATER PIPE UNLESS OTHERWISE NOTED.

OVERALL WATER IMPROVEMENTS

FEBRUARY 2025

ELADA

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Pho

470



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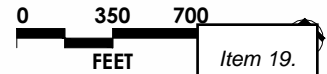
FRN - F-1386

EXHIBIT F
DRAINAGE, FLOODING, AND ESCARPMENT IMPROVEMENTS/PLANS

[SEE ATTACHED]

LEGEND

	STORM - RESIDENTIAL
	STORM - MAJOR



METZ ROAD

IMPROVEMENT AREA #3

IMPROVEMENT AREA #2

IMPROVEMENT AREA #1

BELZ ROAD

I-35

**OVERALL STORM
IMPROVEMENTS**

FEBRUARY 2025

ELADA

LJA Engineering, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Pho

472

10

FRN - F-1386

EXHIBIT G
BELZ ROAD IMPROVEMENTS

[SEE ATTACHED]



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a request to a Replat of Bolivar Heights Addition being approximately 5.713 acres of land described as Bolivar Heights Addition, Lot 1 and Lot 1(PT), within the City of Sanger's ETJ, generally on the north side of FM 455 W, approximately 1289 west of the intersection of FM 455 W and Sam Bass Road.

SUMMARY:

- This Development is in the City of Sanger's ETJ.
- The plat will take three parcels and combine them into one.
- The intent is to use the property for a commercial office.
- The applicant intends to utilize the existing building on the property.
- Planning & Zoning recommended approval on 6-9-25.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

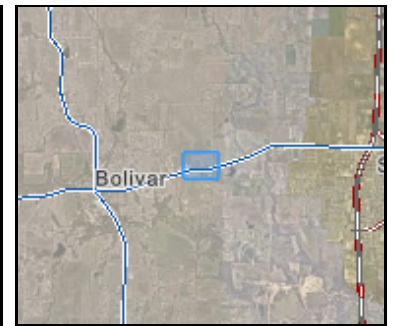
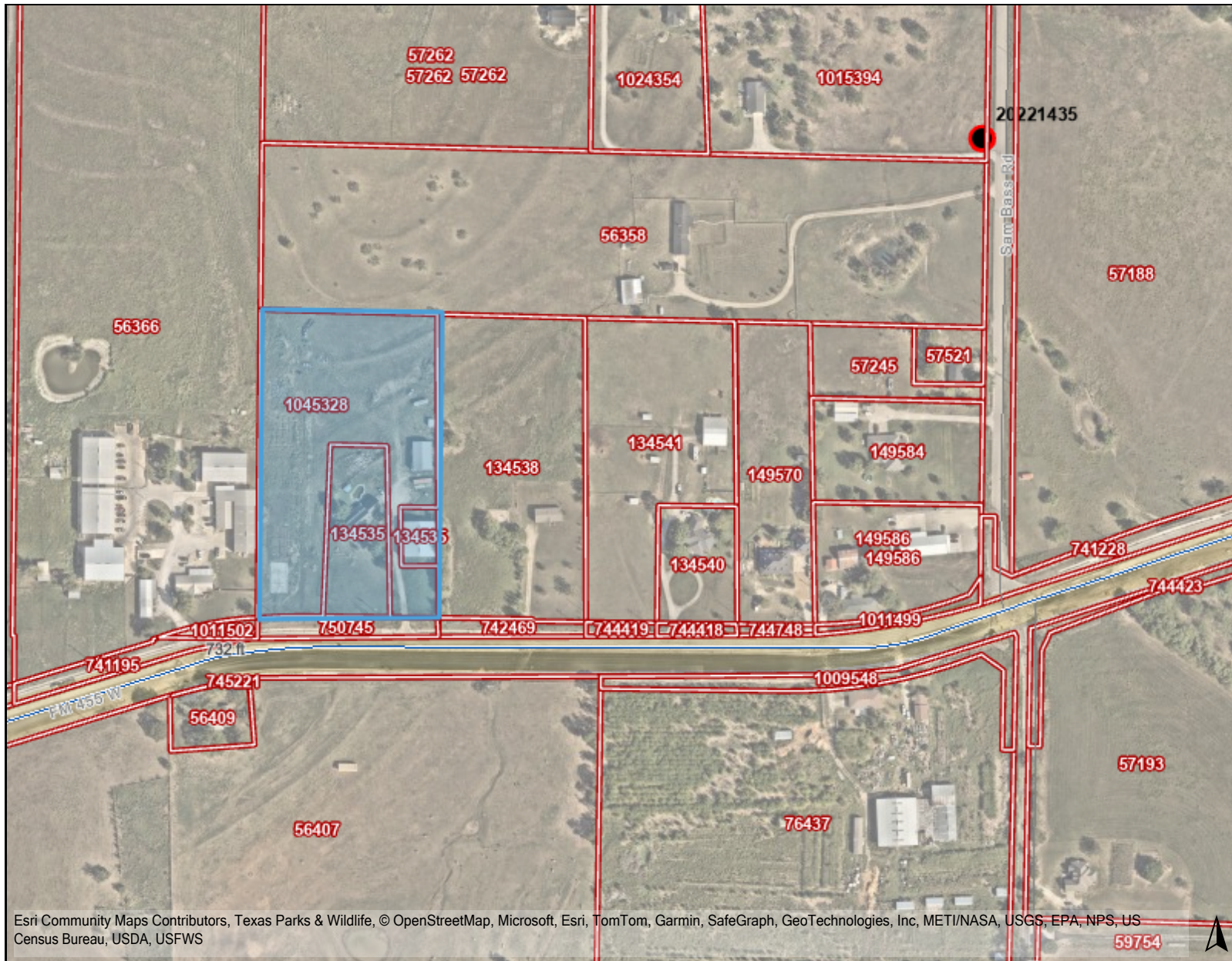
Staff recommends DENIAL on the condition that all comments have not been satisfied.

ATTACHMENTS:

Location Map
 Replat
 Application
 Letter of Intent
 Engineering Comments

Denton County Landmark Map

Item 20.



Legend

- 911 Addresses
- Development Permits
- ▭ Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - ▭ FEMA Floodway
 - ▭ Flood Grid
 - ▭ FEMA 100yr Flood Zone A
 - ▭ FEMA 100yr Flood Zone AE
 - ▭ FEMA 500yr Flood Zone
 - Levee Protected

Notes

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



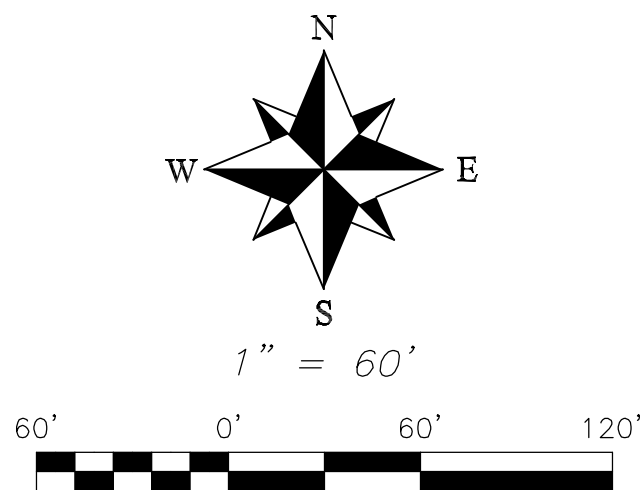
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5/19/2025 9:38:18 PM

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.



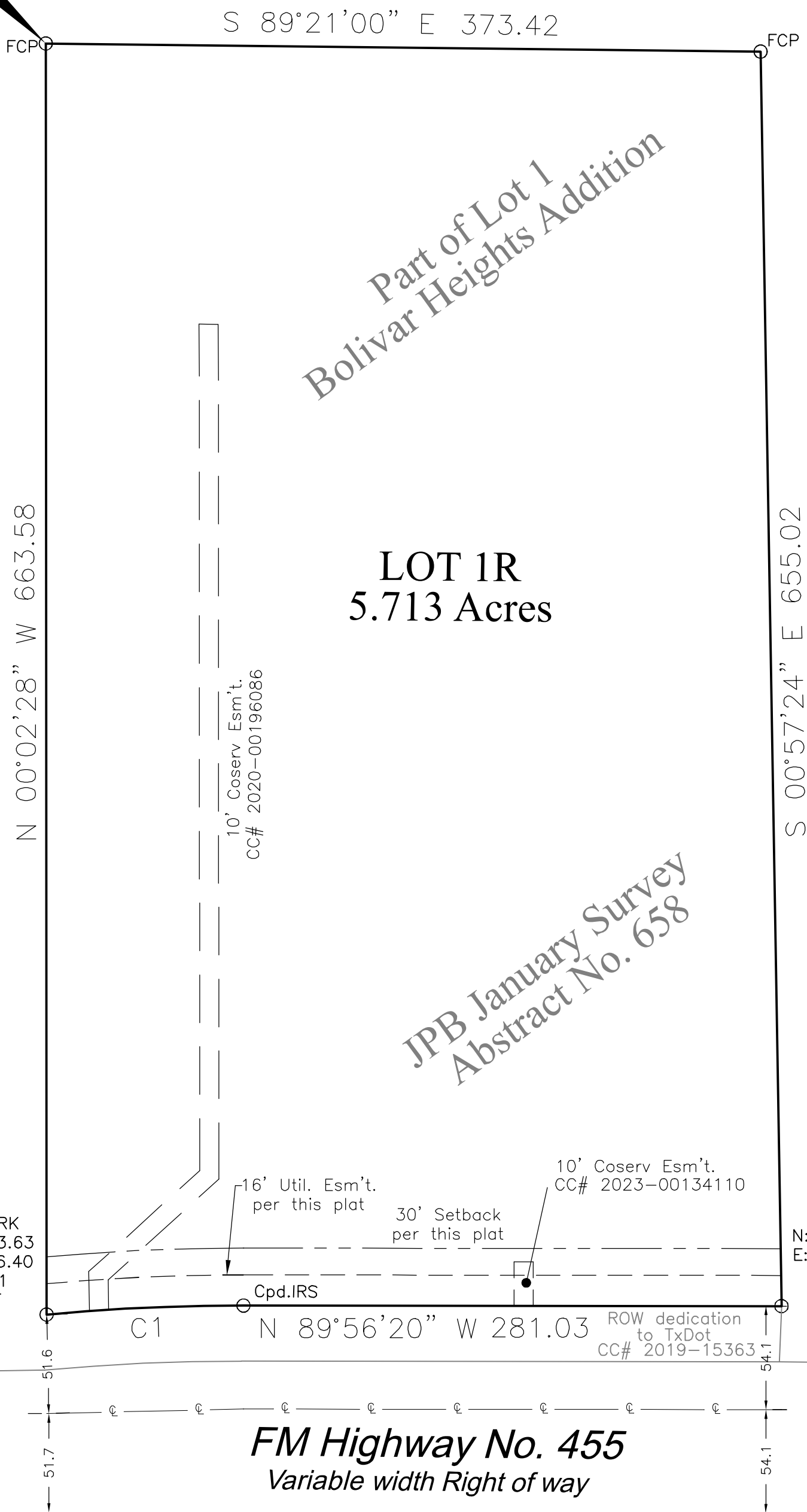
GENERAL NOTES

- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
- All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City.
- Notice—selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Minimum finished floor elevations are at least 2 feet above the 100 year floodplain.
- The subject property does not lie within a 100-year floodplain according to Community Panel No. 48121C0185G, dated April 18, 2011, of the National Flood Insurance Rate Maps for Denton County, Texas.
- The purpose of this plat is to create a lot of record after TxDOT right-of-way taking.
- Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (NAD 83).
- All corners marked by 1/2" rebar capped with yellow plastic cap stamped RPLS 5190, unless otherwise noted.

Justin and Janice Powell
CC# 2016-106435

STATE PLANE
COORDINATES
NAD 83
N: 7181697.21
E: 2358556.93

POINT OF
BEGINNING



Date May 8, 2025



Job No. 20242498

SURVEYOR:
JAMES JOEL WILHITE
RPLS 5190
WILHITE LAND SURVEYING
PO BOX 407
VALLEY VIEW, TEXAS, 76272
(940) 726-6150

OWNER:
TGC CUSTOM HOMES, LLC
1640 W CHAPMAN RD, UNIT 300
SANGER, TX 76266

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	102.97	1105.00	S 87°22'23" W	102.93

OWNER'S CERTIFICATE & DEDICATION

SITUATED in the State of Texas and County of Denton, being part of the JPB JANUARY SURVEY, ABSTRACT NO. 658, being all of a 5.713 acre tract recorded in CC# 2025-35435 of the Deed Records of Denton County, said premises also being part of Lot 1 of Bolivar Heights Addition recorded in Cabinet F, Page 5, said premises being more particularly described as follows;

BEGINNING at a fence corner post found marking the northwest corner of said premises and said Lot 1;

THENCE with the north line of said premises and said Lot, South 89°21'00" East, 373.42 feet to a fence corner post found marking the northeast corner of said premises and said Lot 1;

THENCE with the east line of said premises and said Lot 1, South 00°57'24" East, 655.02 feet to a capped iron rod found marking the southeast corner of said premises and being in the north right of way line of F.M. Highway No. 455;

THENCE with the south line of said premises and said highway, North 89°56'20" West, 281.03 feet to a capped iron rod set marking the beginning of a curve to the left;

THENCE with said road, the south line of said premises and said curve having a radius of 1105.00 feet, a chord of South 87°22'23" West, 102.93 feet and an arc distance of 102.97 feet to a capped iron rod found marking the southwest corner of said premises and being in the west line of said Lot 1;

THENCE departing said road, with the west line of said premises and said Lot 1, North 00°02'28" West, 663.58 feet to the point of Beginning and containing 5.713 acres of land.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT TGC CUSTOM HOMES, LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as LOT 1R, BOLIVAR HEIGHTS ADDITION, an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive ditches, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plot and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 20_____.

BY: TGC Custom Homes, LLC

Printed Name & Title

NOTARY CERTIFICATE

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein stated.

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

Notary Public

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

Joel Wilhite
Registered Professional Land Surveyor
No. 5190

NOTARY CERTIFICATE

STATE OF TEXAS
COUNTY OF COOKE

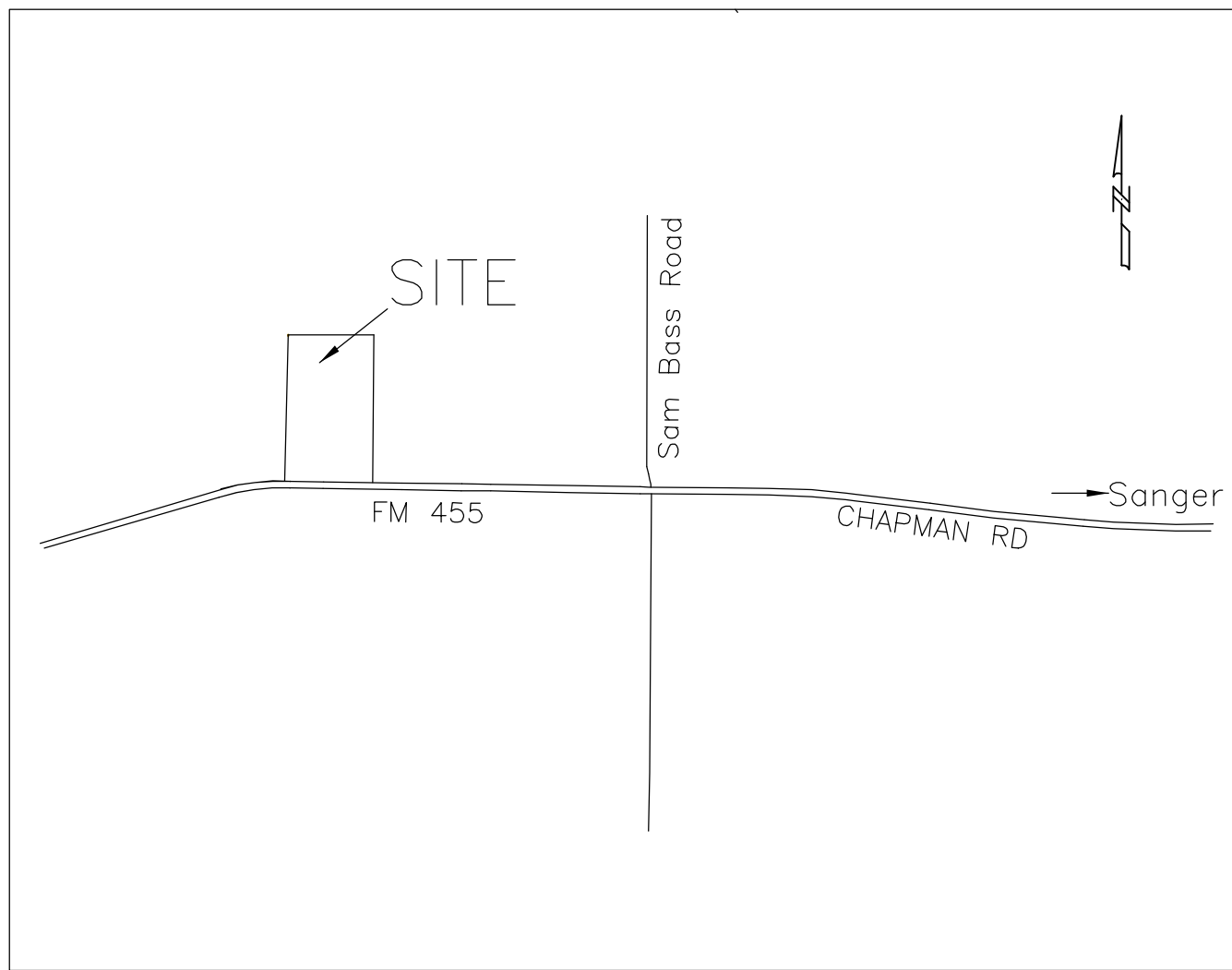
BEFORE ME, the undersigned authority, on this day personally appeared JOEL WILHITE, known to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public

UTILITY NOTES

- Water service provided by:
Bolivar Water Supply Corporation
4151 FM 455
Sanger, Tx 76266
(940) 458-3931
- Electric service provided by:
CoServ Energy
7701 I-35E Frontage Road
Corinth, Tx 76210
(940) 321-7800
- Sanitary sewer to be handled by
facilities approved by Denton County
Public Health Department.



VICINITY MAP
N.T.S.

DENTON COUNTY NOTES

- Water service to be provided by Bolivar Water Supply Corporation, 4151 FM 455, Sanger, TX 76266, 940-458-3931.
- Sanitary sewer to be handled by facilities approved by the Denton County Public Health Department.
- Electric service to be provided by CoServ, 7701 S Stemmons Fwy, Corinth, TX 76210, 940-321-7800.
- The maintenance of paving, grading and drainage improvements and/or easements shown on this plat are the responsibility of the individual property owner and do not constitute acceptance of same for maintenance purposes by Denton County.
- All surface drainage easements shall be kept clear of fences, buildings, foundation, plantings and other obstructions to the operation and maintenance of the drainage facility.
- Blocking the flow of water or construction improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.
- Construction not completed within two years of the Commissioners Court approval shall be subject to current County Subdivision Rules and Regulations.
- A driveway culvert permit must be obtained from Development Services by the owner of each lot prior to the construction, installation, or placement of any driveway access improvements within the dedicated right-of-way.
- The City of Denton does not approve plats for property located in their Division 2 ETJ based on an ICA with Denton County regarding platting in the ETJ.
- No construction, without written approval from Denton County, shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit, including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two-feet above the 100-year flood elevation.
- Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless Denton County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

Approved and Accepted

Chairman, Planning & Zoning Commission
City of Sanger, TX

Date

Mayor
City of Sanger, TX

Date

Attested by

City Secretary
City of Sanger, TX

Date

REPLAT
BOLIVAR HEIGHTS ADDITION
LOT 1R
5.713 ACRES

BEING A REPLAT OF A PART OF LOT 1
BOLIVAR HEIGHTS ADDITION
CAB. F, PG. 5, P.R.D.C.T.

OUT OF THE JPB JANUARY SURVEY
ABSTRACT NO. 658

ETJ OF THE CITY OF SANGER, DENTON COUNTY, TEXAS
MAY 13, 2025



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

SUBDIVISION APPLICATION

☐

Preliminary Plat
Minor Plat

☒

Final
Plat/Replat
Amended
Plat

☐

Vacating
Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: <u>TGC Custom Homes</u>	Name: <u>Tommy Curran</u>
Company: <u>"</u>	Company:
Address: <u>1640 W. CHAPMAN RD #300</u>	Address:
City, State, Zip: <u>Sanger TX 76266</u>	City, State, Zip:
Phone: <u>469-406-2490</u>	Phone:
Fax:	Fax:
Email: <u>tommy@tgccustomhomes.com</u>	Email:

Submittal Checklist

<input type="checkbox"/>	Pre-Application Conference (Date: / /)
<input type="checkbox"/>	Application Form (Signed by Owner and Applicant)
<input checked="" type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.

Supporting Materials (List if provided): _____

R Number(s): 1045328, 134535

TS
Owner's Signature _____ Date _____

Applicant's Signature _____ Date _____



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940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☒ The Plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200').
- ☒ The boundary marked with heavy weighted lines with accurate distances and bearings, a mete and bounds description of the boundary (error of closure shall not exceed one (a) in fifty thousand (50,000) for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- ☒ True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by the distances and bearings, where applicable.
- ☒ Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983- 1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- ☒ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- ☒ Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent unplatted properties (D.R.D.C.T.) with recording information.
- ☒ An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- ☒ If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- ☒ The exact layout, including:
 - 1) Street and/or alley names
 - 2) The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents
 - 3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements
 - 4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.

City of Sanger
201 Bolivar / P.O Box 1729
Sanger, TX 76266

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940-458-4072 (fax)

www.sangertexas.org

Effective Date: 02/11/2020



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5) All lot number and lines, with accurate dimensions in feet and hundredths, with bearings and angles to street and alley lines to the nearest second

- ☒ The accurate location, material, and approximate size of all monuments.
- ☒ The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
- ☒ A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.
- ☒ Name and addresses of the owner, subdivider, engineer, and surveyor.
- ☒ North point, written and graphic scale, and date.
- ☒ 3"x3" recording box at the lower right-hand corner.
- ☒ A Title Block with the following information shall be provided on each page:
 - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
 - 2) Name of the proposed development/addition/subdivision
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Survey name and abstract number
 - 5) Gross acreage
 - 6) Right-of-Way acreage, if dedicated
 - 7) Date of preparation and subsequent revisions
- ☒ Standard Notation to be added on the plat:
 - 1) "All lots comply with the minimum size requirements of the zoning district."
 - 2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
 - 3) "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
 - 4) "Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
 - 5) "This plat does not alter or remove existing deed restrictions, if any, on this property."
 - 6) "Minimum finished floor elevations are at least 2 feet above the 100-year flood plain."
 - 7) "The subject property does not lie within a 100 – year floodplain according to Community Panel No. _____, dated _____."



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- ✓ 8) of the National Flood Insurance Rate Maps for Denton County, Texas."
✓ 9) "The purpose of this plat is _____ [state the purpose] _____"
"Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)"

- ✓ The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
- Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000') outside the proposed subdivision.
- One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.
- For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

"A conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law."

- ✓ Certification by a registered public surveyor or licensed state land surveyor, registered in the State of Texas to the effect that the plat represents a survey made by him or under his direct supervision and that all monuments shown thereon have been verified and exist, and that their location, size, and material are correctly shown. Such surveyor's certificate may be prepared as follows:

*"State of Texas
County of Denton*

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

(Engineer or Surveyor's Seal)

*Licensed Professional Engineer OR
Registered Public Land Surveyor Texas R.P.L.S. No. Date"*

City of Sanger
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- ☒ A certificate of ownership and dedication of all streets, alleys, parks, and playgrounds to public use forever, signed and acknowledged before a notary public, by the owner or authorized representative and lien holder of the land, and a complete and accurate description of the land subdivided, and the streets dedicated. Such owner's certificate may be prepared as follows:

"State of Texas

County of

Denton

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as _____ (lot/block/subdivision), an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall always maintain all easements and facilities in a state of good repair and functional condition in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this 19th day of May, 2025.

T S, Owner
Managing Member TBC Custom Homes, Title and Company (if applicable)"

"State of Texas

County of

Denton

City of Sanger
201 Bolivar / P.O Box 1729
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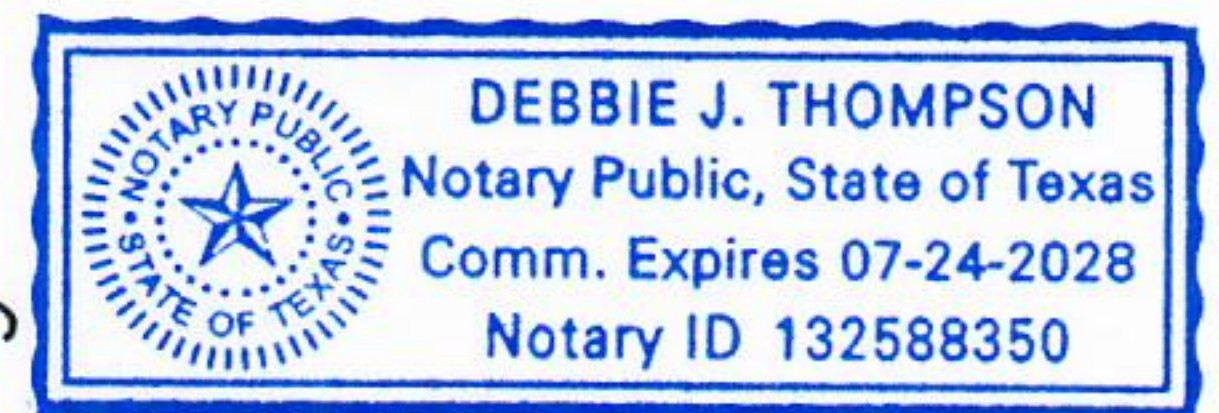
(cont.)

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated.

Given under my hand and seal of office this 19th day of May 2025

Debbie J Thompson
Notary Public in and for the State of Texas

Type or Print Notary's Name Debbie J Thompson



My Commission Expires 7-24-28."

- ☒ The following certificate shall be included on the plat in a manner that will allow the signatures of the designated officials and the affixing of the City Seal.

"Approved and Accepted

Chairman, Planning & Zoning
Commission e City of Sanger, TX

Date

Mayor
City of Sanger, TX

Date

Attested by

City Secretary
City of Sanger, TX"

Date

City of Sanger
Development Services
201 Bolivar Street
Sanger, TX 76266
940.458.2059

RE: Replat of Lot 1, Bolivar Heights Addition, DCAD PIDs 1045328, 134535

To whom it may concern,

Wilhite Land Surveying, Inc. has prepared a replat of the remaining portion of Lot 1 of Bolivar Heights Addition, a subdivision of record in Cab. F, Page 5 of the Plat Records of Denton County, Texas after the TXDOT right-of-way take for the widening of FM 455. The purpose of this plat is to create a new, legal lot of record after the right-of-way take as the property was not replatted during that process. There are currently no plans for further development of this property except for an upgraded On-Site Sewage Facility. The property is intended to be used for commercial purposes, utilizing the existing buildings for office space and storage.

Please accept this subdivision application and accompanying documents for review and to be considered for approval.

If there is anything else needed to process this request, please do not hesitate to reach out.

Thank you,

Wilhite Land Surveying, Inc.
PO Box 407
Valley View, TX 76272
940.726.6150
wilhitelandsurveying@ntin.net



BOLIVAR WATER SUPPLY CORPORATION

P.O. Box 1789 • 4151 FM 455 West
Sanger, TX 76266
(940) 458-3931 Fax (940) 458-7050
www.bolivarwatersc.com

May 9, 2025

Will Serve Letter

Attn: Whilhite Land Surveying

To Whom It May Concern:

Bolivar Water Supply Corporation is the water service provider for the property located on FM 455 W in Sanger, TX, property ID 145328 & 134535. Current identification of legal description being BOLIVAR HEIGHTS LOT 1(PT) and BOLIVAR HEIGHTS LOT 1 as shown in exhibit A, in accordance with TCEQ certification.

Bolivar Water Supply is willing to provide service to the property. The provisions of service are contingent upon the completion of the necessary agreements in accordance with Bolivar Water Supply Corporations Rules and Regulations. This letter does not constitute either a water supply verification or a supply assessment.

If you have any questions regarding this matter, please call.

Sincerely,

Katy Nixon

Bolivar Water Supply

"Bolivar Water Supply Corporation is an equal opportunity provider, and employer."



May 9, 2025

Wilhite Land Surveying
314 W Obuch St
Valley View, TX 76272

Re: 5740 W FM 455, Sanger, TX 76266

On behalf of CoServ Electric, I am responding to your request regarding service availability at the referenced development location.

Electric service is available from CoServ Electric at the referenced development location. Electric service can be extended to the developed tracts upon request, subject to the terms of CoServ Electric's then-current tariffs.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Thomas Wynn". The signature is written in a cursive style with a large, stylized 'T' and 'W'.

Thomas Wynn
CoServ
Business Development & Acquisitions

Lot Report

Tue May 13 10:21:05 2025

Lot File: C:\Users\wls51\Desktop\misc\20242498 (5740 FM 455).lot
 CRD File: S:\Carlson\Carlson Projects 2024\Miscellaneous\20242498 (5740 FM 455).cr

Lot: LOT 1R , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting
95			7181846.351	2361912.213
	S 89°21'00" E	373.415		
96			7181842.115	2362285.604
	S 00°57'24" E	655.021		
97			7181187.185	2362296.540
	N 89°56'20" W	281.028		

98
 Radius: 1105.000 Length: 102.970 Chord: 102.933 Delta: 5°20'21"
 Chord BRG: S 87°22'23" W Rad-In: S 00°02'34" W Rad-Out: S 05°17'47" E
 Radius Pt: 99 7180082.485,2362014.689 Tangent: 51.522 Dir: Left
 Tangent-In: N 89°57'26" W Tangent-Out: S 84°42'13" W Non Tangential-In Non Tar
 00
 N 00°02'28" W 663.584
 95
 7181187.484 2362015.512
 7181846.351 2361912.213

Closure Error Distance> 0.00147 Error Bearing> S 89°53'24" E
 Closure Precision> 1 in 1411418.0 Total Distance> 2076.018
 Area: 248849 Sq. Feet, 5.7128 Acres

Block 1 Total Area: 248849 Sq. Feet, 5.7128 Acres



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: John Noblitt, City Manager,
Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action on authorizing the City Manager to execute a contract with Mobile Modular for the construction of a modular building for the Sanger, TX Senior Center.

SUMMARY:

- Per discussions between Administration and the City Council, Mobile Modular has been selected to provide a temporary structure for housing senior programs and services.
- Mobile Modular is the same company that built the building currently used by the Fire Department as a Sanger Fire Station and has provided us with a short lead time of 4-6 months.
- The original proposed date of August was from the order. The order was delayed while staff met with the seniors to discuss floor plans and building needs.
- Building placement will be on 2nd and Bolivar, where the lumber yard currently sits, pending demolition of those structures.
- This building will be redeployed for City use once senior programs are in a permanent facility.

FISCAL INFORMATION:

Budgeted: Budgeted

Amount: \$422,015.00

GL Account: 004-32-6519

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- Mobile Modular – Contract
- Floor Plan



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Item 21.

Quote # Q-527990
Date of Quote 06/09/2025
Quote Expiration Date: 06/18/2025
Estimate Del Date 05/19/2025
Buyer PO#:

Buyer Name and Billing Address	Site Information	Seller Name
City of Sanger ("Buyer") 200 Elm Street Sanger, TX 76266 Ryan Nolting Phone #: (940) 458-7930	Ryan Nolting Cell: (940) 458-7930	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Megan Poore megan.poore@mobilemodular.com Direct Phone: (214) 304-1682

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Custom 5 Floor Building (Prepayment Required for Delivery) (Includes 240 LF of Wood Skirting Installed)	1		\$391,520.00	N
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Custom 5 Floor Building (Prepayment Required for Delivery) (Includes 240 LF of Wood Skirting Installed)				
Delivery	5	\$1,175.00	\$5,875.00	N
Block and Level Custom Building	1	\$15,000.00	\$15,000.00	N
Installation, Ramp Custom Plan	1	\$9,620.00	\$9,620.00	N
Total Estimated Charges				
			Subtotal	\$422,015.00
			Taxes	\$0.00
			Total Charges (including tax)	\$422,015.00

Special Notes

BUYBOARD: Please include the following verbiage on your Purchase Order: "The terms of the PO are governed by BuyBoard contract number 732-21".

Deck Configuration: Build ADA Compliant Treated Wood: Three (3) 6'x 8' Decks, (3) 5'x5 Steps, and (1) 5'x30' Ramp.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Item 21.

Quote #	Q-527990
Date of Quote	06/09/2025
Quote Expiration Date:	06/18/2025
Estimate Del Date	05/19/2025
Buyer PO#:	

and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Deposit/First Invoice: Mobile Modular may require the receipt of payment for security deposit and estimated initial invoice amount prior to reserving buildings.

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

ABS Pads in Lieu of Poured Footers: Modular building to be installed on ABS pads in lieu of poured footers.

Credit Application: Credit application, along with security deposits and initial bill, may be required.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Keyed Alike Door Hardware: All door and cabinet hardware comes standard with an independent/different key for each lockset. Hardware/locksets with a master Key, Keyed alike, construction core, primus core, etc. is not included.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Item 21.

Quote #	Q-527990
Date of Quote	06/09/2025
Quote Expiration Date:	06/18/2025
Estimate Del Date	05/19/2025
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wages or benefits.



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This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at <https://www.mobilemodular.com/contractterms> as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
Mobile Modular Management Corporation
a Division of McGrath RentCorp

BUYER:
City of Sanger

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "**Equipment**" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "**Accessories**" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "**Services**"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.

(a) NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.

- Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
- Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
- Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

(b) USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.

- Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
- Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
- Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. SCHEDULE; BUYER DELAYS.

(a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.

(b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise



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prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.
6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.
8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.



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9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.**

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES.**

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS."** SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**



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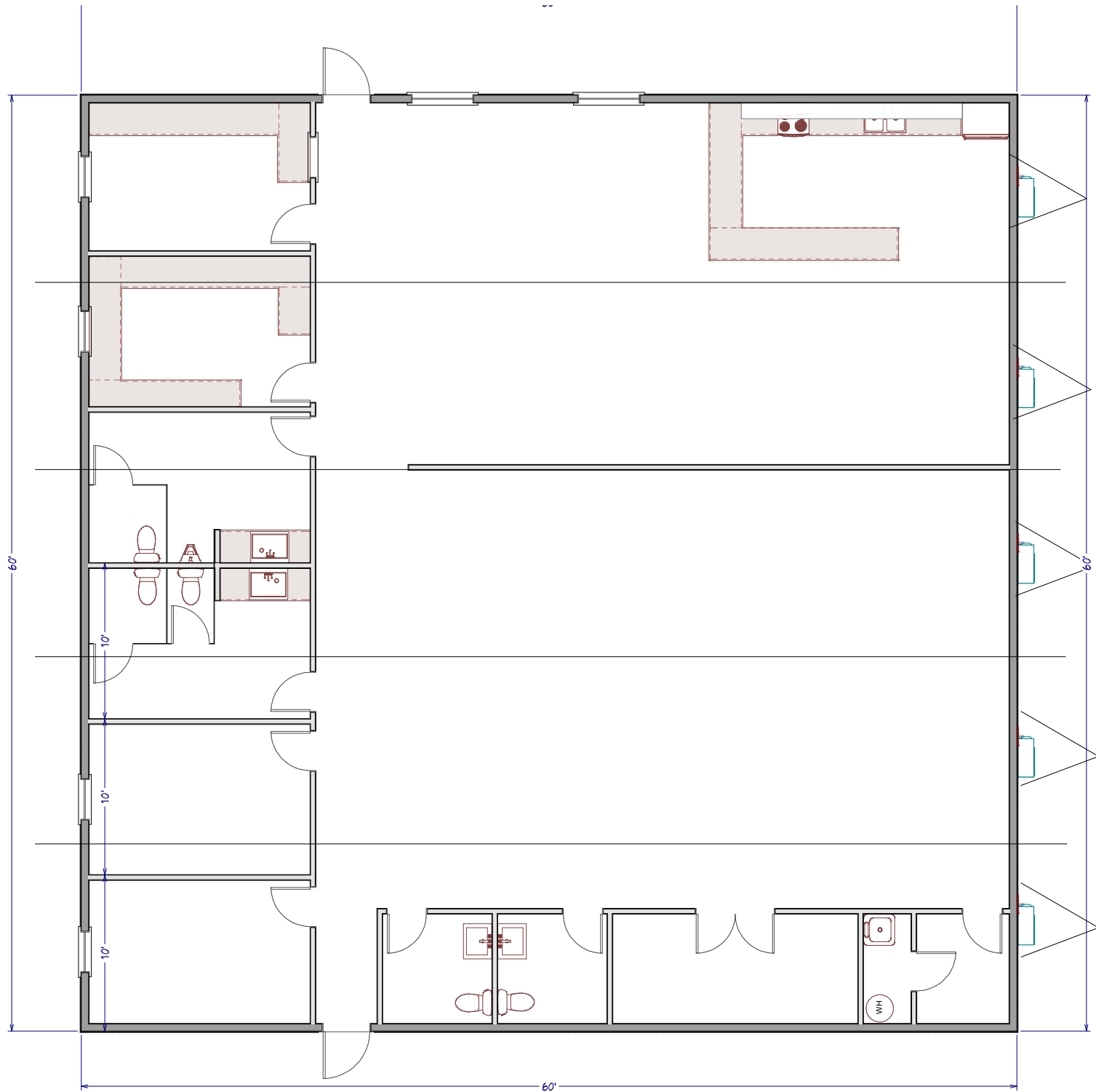
Quote #	Q-527990
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Estimate Del Date	05/19/2025
Buyer PO#:	

(c) **SERVICES.** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES.** Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER.** Each of the following shall constitute an "Event of Default": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25



CITY OF SANGER P&R SENIOR CENTER
3600 SQ FT



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: John Noblitt, City Manager,
Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action authorizing the City Manager to approve a proposal from Cardwell Paving LLC., to construct a parking lot on the corner of 2nd Street and Bolivar Street.

SUMMARY:

- This parking lot moves in conjunction with the demolition and modular building construction at the corner of 2nd and Bolivar.
- This parking lot will provide 18 additional downtown parking spaces (4 of which are handicapped) when not in use by the seniors.
- The parking lot will be completed in compliance with Federal, State, and Local requirements.

FISCAL INFORMATION:

Budgeted: Budgeted

Amount: \$36,166.00

GL Account: 004-32-6519

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- Cardwell Paving – Proposal
- Parking lot layout

Cardwell Paving LLC

P.O. Box 268
Denton, TX 76202-0268

Telephone: (940) 891-3205
Email: jeff@cardwell-paving.com

PROPOSAL

Item 22.

Page No. _____ of _____ Pages

JOB NAME / NO.

LOCATION

Senior Center Parking

PHONE

DATE

5/29/25

To: City of Sanger

PO Box 1729

Sanger, TX 76266

We hereby submit specifications and estimates for:

> **Dirt Work**

\$750.00

6" Base - 198 tons

@ \$40.00 ea

\$7,920.00

3" Asphalt - 5,888 sf

@ \$4.50 ea

\$26,496.00

Striping

\$1,000.00

Total - \$36,166.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

Payable as follows:

_____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent up on strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

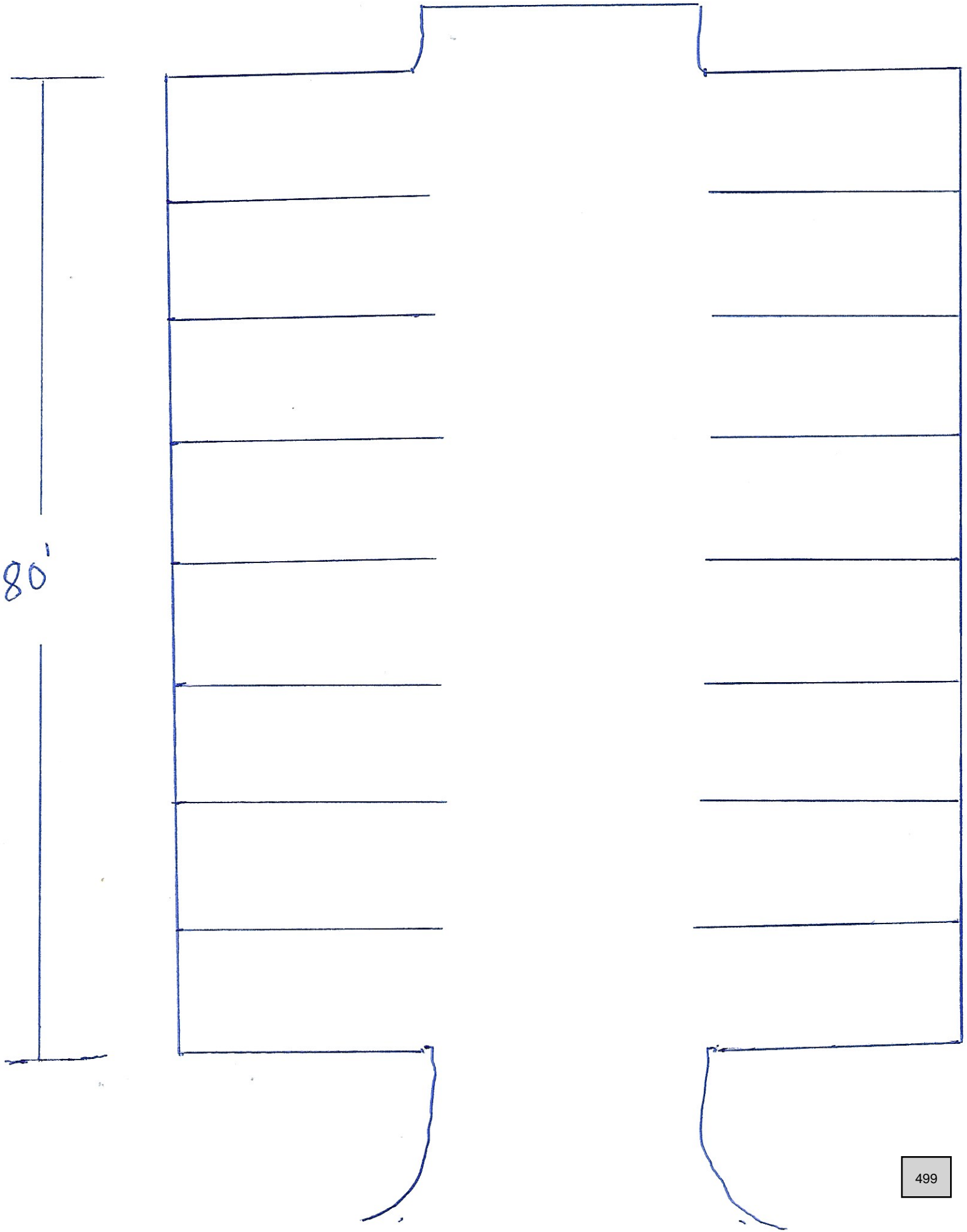
NOTE: This proposal may be withdrawn
by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

| — 20' — | — 24' — | — 20' — |

Item 22.





CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: John Noblitt, City Manager,
Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action authorizing the City Manager to execute a contract with Tactical for the demolition of the Lumber Yard at 125 Elm Street for the added parking in Sanger Downtown.

SUMMARY:

- This item is for the demolition of all structures, removal, and flat lot grade.
- Demolition allows for the placement of a temporary building to house the senior programs.
- Demolition of this structure is in line with the future downtown park, for which the Council has approved conceptual designs.
- Demolition will be completed in compliance with Federal, State, and Local requirements.
- Quotes are as follows:
 - Tactical \$42,000.00
 - Mercer Dirt Work \$44,940.40 No abatement survey or abatement services
 - Catus Abatement and Demo. \$204,000.00 HUB Vender
 - Diamond H6 Construction \$255,150.00 No abatement survey or abatement services
 - Excavation Worx No Bid Not taken on new project for the rest of 2025
 - No 2nd HUB Quote in Denton County for Demolition services.

FISCAL INFORMATION:

Budgeted: Budgeted Amount: \$42,000 GL Account: 004-32-6519

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- Tactical – Contract

TACTICAL

06/06/2025

Attn:
Ryan Nolting
City of Sanger

Proposal for Commercial Demolition Services at the following site:

201 bolivar St.

Tactical Demolition appreciates the opportunity to provide you with a proposal for the above referenced project. In consideration of the below lump sum, Tactical proposes to perform the work described below.

DEMOLITION SCOPE OF WORK: Turn Key.

1. Demolish and remove 3 buildings and slab.
2. Remove smaller trees in the back of buildings and behind withing perimeter.
3. Leave bigger trees around the perimeter.
4. Demolish and remove chainlink fence.
5. Perform an abatement Survey using a Third party.
6. If or when Asbestos is found, remove materials within guidelines and safety measures provided by the state.

Demolition Base Bid: \$ 32,000.00
Abatement Survey: \$ 2,000.00
Abatement: \$ 8,000.00

Special Notes:

1. Tactical Demolition does not perform any layouts or control lines for any type of saw cutting work being provided.
2. Pavement assumed to be no more than 6 inches thick.
3. Flooring price is based on removing floor with a ride on floor machine. We will scrape one time to address adhesives. Beyond that, we do not have adhesives or glue removal in our scope.
4. Tactical Demolition is not responsible for any engineering.
5. This proposal will become an exhibit of any resulting contract documents.
6. All work must be scheduled a minimum of five (5) days in advance.
7. This proposal does not include any overtime beyond our standard 7am – 5pm working hours.
8. To proceed with Tactical Demolition must have one of the following items: signed proposal, letter of intent, or a contract.
9. Tactical Demolition retains all rights to salvage on all items being removed.

TACTICAL

EXCLUSIONS:

1. All additional mobilizations will be charged separately.
2. Asbestos survey and abatement, unless contracted.
3. Handling or disposing of any controlled or hazardous materials.
4. Locating, disconnecting, rerouting, and capping utilities.
5. Construction fencing, silt fencing and/or barricades.
6. Contacting utility companies for termination of utility services.
7. Items to be removed for salvage, relocation, re-use etc. for the owners is not included.
8. Filing or Fees for TDH notification.
9. Price is based off scope of work only.
10. Price excludes prep work (UNO)
11. Salvage for re-use existing construction (to be done by others)
12. Price excludes grinding and or patching
13. Protection

Price is good for 30 days. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over mentioned in this contract. All agreements must be made in writing. If you should have any questions regarding the proposal, please do not hesitate to call the office or email me at (ghollingsworth@tacticaldemo.com).

Respectfully Submitted,

George Hollingsworth
Estimator
972.504.5392

Tactical Demolition**ACCEPTED BY:**

Company: _____

Name: _____

Signature: _____

Date: _____



CITY COUNCIL COMMUNICATION

DATE: April 7, 2025

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action on Ordinance 06-18-25, amending the budget for the 2024-2025 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.

SUMMARY:

- The adopted 2024–25 budget included \$500,000 for improvements to the Senior Center. The estimated costs for purchasing a modular building, demolishing the former lumberyard, and constructing a new parking lot total \$500,181. This budget amendment increases the Senior Center budget by \$50,000 to cover these known expenses as well as anticipated additional project costs.
- In previous years, the Development Services Department collected deposits from developers to cover third-party engineering expenses. This process has since changed: the costs are now recorded as an expense directly in the Development Services Department’s budget, and reimbursements from developers are recognized as revenues in the General Fund. Due to a significant increase in both the number and cost of third-party services in the current year, this budget amendment increases both revenue from Third-Party Fees and expenditures for Contract/Professional Services by \$200,000.

FISCAL INFORMATION:

Budgeted: NO

Amount: \$50,000

GL Account: 004-32-6519

Amount: \$200,000

GL Account: 001-00-4514

Amount: \$200,000

GL Account: 001-28-5420

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- Ordinance 06-18-25.

CITY OF SANGER, TEXAS

ORDINANCE 06-18-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, (BUDGET AMENDMENT 5) AMENDING ORDINANCE #08-12-24, WHICH WILL AMEND THE BUDGET FOR THE 2024-2025 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS PROVIDED; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council approved Ordinance 08-12-24 adopting the budget for the 2024-2025 Fiscal Year on August 19, 2024; and

WHEREAS, this amendment was prepared and presented to the City Council, and after consideration, it is the consensus of the City Council to amend the approved budget ordinance; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

SECTION 1. That the annual budget for the 2024-2025 Fiscal Year is hereby amended to increase expenditures in the Capital Improvements Fund by \$50,000, and both revenues and expenditures in the General Fund by \$200,000 as shown in **Exhibit “A”**.

SECTION 2. Expenditures during the 2024-2025 Fiscal Year shall be made in accordance with the amended budget approved herein, unless otherwise authorized by a duly enacted ordinance of the City, and said budget document shall be on file for public inspection in the office of the City Secretary.

SECTION 3. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, 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 portions of this Ordinance, since the City

Council would have enacted the same without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 5. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 16th day of June 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A
Ordinance 06-18-25

G/L Account	Account Type	Account Name	Original Budget	Revised Budget	Adjustment
004-32-6519	Expenditure	Senior Center Improvements <i>To provide for costs associated with a new senior center building</i>	\$500,000	\$550,000	\$50,000

G/L Account	Account Type	Account Name	Original Budget	Revised Budget	Adjustment
001-00-4514	Revenue	Third Party Fees	\$0	\$200,000	\$200,000
001-28-5420	Expenditure	Contract/Professional Services <i>To provide for additional third party engineering costs</i>	\$335,000	\$535,000	\$200,000



CITY COUNCIL COMMUNICATION

DATE: June 16, 2025

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action Resolution 2025-07, nominating a representative to the Denco 911 District board of managers for a two-year term beginning October 1, 2025.

SUMMARY:

- The Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers.
- Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.
- Nominations made by the May 30th deadline:

Nominee

John Smith, Jr.

Steve Southwell

City/Town Making Nomination

City of The Colony
Town of Hickory Creek
Town of Shady Shores

City of Lewisville

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Select on member and approve the resolution nominating a representative to the district board of managers.

ATTACHMENTS:

the Denco Area 9-1-1 District Board of Managers Voting Packet
Resolution



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 2, 2025

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2025, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2025. Denco received the following nominations by the May 30, 2025 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
John Smith, Jr.	City of The Colony Town of Hickory Creek Town of Shady Shores
Steve Southwell	City of Lewisville
Sue Tejml	City of Oak Point Town of Copper Canyon

Sue Tejml has withdrawn from consideration due to mobility challenges and requests that her name be removed from the ballot.

The Denco Area 9-1-1 District requests that each municipality vote for either John Smith or Steve Southwell and advise the district of its selection by **5 p.m. on July 31, 2025**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Contact

john.smith@hickorycreek-tx.gov

www.linkedin.com/in/jmsmithjr
(LinkedIn)

Top Skills

Strategic Planning

Proven Leadership

Community Partnership
Development

John M. Smith Jr

Town Manager | Executive Director of Economic Development Corporation
Hickory Creek, TX

Public Service Experience

Town of Hickory Creek

- Town Manager May 2015 - Present
- Executive Director of Economic Development Corporation May 2015 – Present
- Mayor 2006-2015
- Councilmember 2002-2006

Professional Experience

- Peterbilt Motors
- Home Interior and Gifts
- United Parcel Service

Certifications

- Certified Public Manager
- Code Enforcement Officer
- Stormwater Inspector

Community Involvement

- Lake Dallas Independent School District Educational Improvement Committee.
- North Central Texas Economic Development District Board.
- Boy Scouts of America – Eagle Scout

Education

Dallas Baptist University, Bachelor of Science

Steve Southwell

Principal Consultant | Civic Leader | U.S. Marine Corps Veteran

Contact: steve@lewisvilleparkalliance.org 214-280-6439 -

995 Downey Dr., Lewisville TX 75067

Stephen "Steve" Southwell is a Principal Consultant with Progress Software Corporation, where he brings over 25 years of experience specializing in secure, transactional online database systems. His career has focused on designing and maintaining systems that are highly reliable, scalable, and resilient — with particular emphasis on performance, maintainability, and, above all, security. He has supported critical IT infrastructure for clients across sectors such as telecommunications, healthcare, insurance, manufacturing, and financial services.



Steve began his career in 1996 as a software developer working with the Progress (now OpenEdge) platform and has grown into a trusted technical advisor, contributing to open-source projects and leading modernization initiatives. With more than two decades of continuous service through the evolution of firms like Turnaround Computing, BravePoint, and Thomson Reuters, Steve's expertise lies in building systems that organizations depend on when precision and uptime are non-negotiable.

A Lewisville resident since 1999, Steve has a long record of local public service. He has been appointed to numerous city boards, including the Arts Advisory Board, Oil and Gas Advisory Board (Chairman), Vision 2025 Committee, and three terms on the Charter Review Commission. He served on the Blue Ribbon Bond Committee, which received the 2024 Spirit of Lewisville Award for its work on major city investment initiatives.

His civic engagement also includes education and neighborhood advocacy. Steve served on several Lewisville ISD committees, including the Strategic Design Committee, and was a board member of the Central Park Area Neighbors Association, helping negotiate mineral rights for hundreds of households. From 2015 to 2018, he published the *Lewisville Texan Journal*, an award-winning newspaper focused on civic transparency and local accountability.

Steve holds a Bachelor of Business Administration from the University of North Texas and served in the U.S. Marine Corps Reserve from 1989 to 1995, attaining the rank of Sergeant as a tank mechanic. He is a graduate of the Lewisville Citizen Police and Citizen Fire Academies and currently serves as treasurer on the board of Lewisville Park Alliance, a nonprofit that supports the city's park system and provides educational and recreational access to local youth. He also volunteers with Keep Lewisville Beautiful, where his wife Jennifer is a board member.

A firm believer in servant leadership, Steve values transparent, accountable, and fiscally responsible government. He promotes a nonpartisan, cooperative approach to civic leadership, where differing viewpoints are welcomed and unified under shared goals.

Steve and his wife of 30 years, Jennifer, raised their two sons in Lewisville. In his free time, he enjoys amateur radio, motorcycles, and walking the city's trail system. He plays cornet in the Old Town Brass community band.

Denco Area 9-1-1 District Board of Managers FY2025

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2026
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2026
- Businessman, Denton

Chief Eric Schlotter

- Appointed by the Denton County Fire Chiefs Association
- Member since October 2024
- Term expires September 2025
- Fire Chief, City of Aubrey

All voting members serve two-year terms and are eligible for re-appointment.

995 Downey Dr.
Lewisville, TX 75067

June 8, 2025

**To the Honorable Mayor and Members of Council
Via City Secretary
Denton County Municipalities**

Greetings.

My name is Steve Southwell, and I am one of the nominees for Denco Area 9-1-1 District's Board of Managers. You should have recently received a voting packet from the district that included resumes for myself and the other candidate. I'm asking for your consideration.

I'll let my bio speak for itself, but I wanted to take a moment to address the position at hand, and my thoughts about it.

At the request of Lewisville Mayor TJ Gilmore, and Mayor Pro Tem Patrick Kelly, I placed my name for consideration, with the idea that possibly my experience in IT could be of some value in the oversight of an organization like Denco 9-1-1, which is heavily dependent on technology.

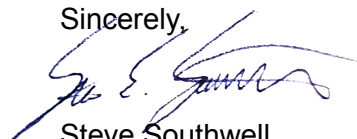
I do not have any political ambitions, nor alignments with any partisan aims with regards to this vital public safety service.

I don't approach this with any particular agenda for change or direction, but would instead prefer to work as a representative for the municipalities that make up the district. From what I've seen so far, it would appear the district has a fine professional staff that is doing a good job at ensuring 9-1-1 service.

Having spent some time running a community newspaper down here in Lewisville, I've attended many budget workshops at the city and school district level over the years. I see budgeting as probably the most important part of oversight. The majority of the district's revenue comes from service fees on both cell phones and landline phone service. These could be subject to disruption by inflation or changes in consumer preference or state and federal law, so fiscal conservatism is a good course.

Should you have any questions for me, you can reach out by email or phone. Regardless of who you vote for, I appreciate your time, and I believe that Denco Area 9-1-1 will be in good hands either way.

Sincerely,



Steve Southwell

steve@lewisvilleparkalliance.org

214-280-6439

CITY OF SANGER, TEXAS

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, NOMINATE A REPRESENTATIVE TO THE DENCO 911 DISTRICT BOARD OF MANAGERS FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2025; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Sanger.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. That the City Council of Sanger, Texas, hereby votes to appoint –

_____ as a member of the Board of Managers of the Denco Area 9-1-1 District for a two-year term beginning October 1, 2025.

SECTION 3. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 16th DAY OF JUNE 2025.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

CITY OF SANGER MAY 2025 REPORT

JERI HARWELL – MUNICIPAL SERVICES MANAGER
CHUCK ZHOU – GENERAL MANAGER



RESIDENTIAL COLLECTION TONNAGE

SANGER - RESI TRASH COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential Trash	248.7	221.04	235.25	260.24	280.04								1,245.27	249.05
Brush/Bulk	49.1	98.41	135.7	186.73	143.51								613.45	122.69
Total	297.8	319.45	370.95	446.97	423.55								1,858.72	371.74

SANGER - RESI RECYCLE COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	83.94	51.85	47.37	71.59	63.15								317.90	63.58

SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	381.74	371.3	418.32	518.56	486.7								2,176.62	435.32

SANGER - DIVERSION RATE 2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	25.23%	19.00%	16.76%	21.57%	18.40%								20.34%	20.19%



INDUSTRIAL AND COMMERCIAL COLLECTION TONNAGE

SANGER - INDUSTRIAL & COMMERCIAL TRASH COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Industrial Trash	197.64	197.03	216.58	182.23	201.71								995.19	199.04
Commercial Trash	249.06	196.71	199.35	282.24	311.24								1,238.60	247.72
Total	446.7	393.74	415.93	464.47	512.95								2,233.79	446.76

SANGER - INDUSTRIAL RECYCLING COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial Recycle	0	0	0	0	0								0.00	0.00

SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	446.7	393.74	415.93	464.47	512.95								2,233.79	446.76

SANGER - INDUSTRIAL DIVERSION RATE 2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial	0.00%	0.00%	0.00%	0.00%	0.00%								0.00%	0.00%



PARTICIPATION SERVICES

Item 26.

SANGER - RESIDENTIAL RECYCLE PARTICIPATION RATES 2025

Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
# Households	3,317	3,322	3,329	3,343	3,346								3,331
Serviceable Households	16,585	13,288	13,316	16,715	13,384								3,331
SSR Participation	50.61%	39.02%	35.57%	42.83%	47.18%								43.04%
SSR Set Outs	8,394	5,185	4,737	7,159	6,315								6,369

SANGER - OTHER INFORMATION 2025

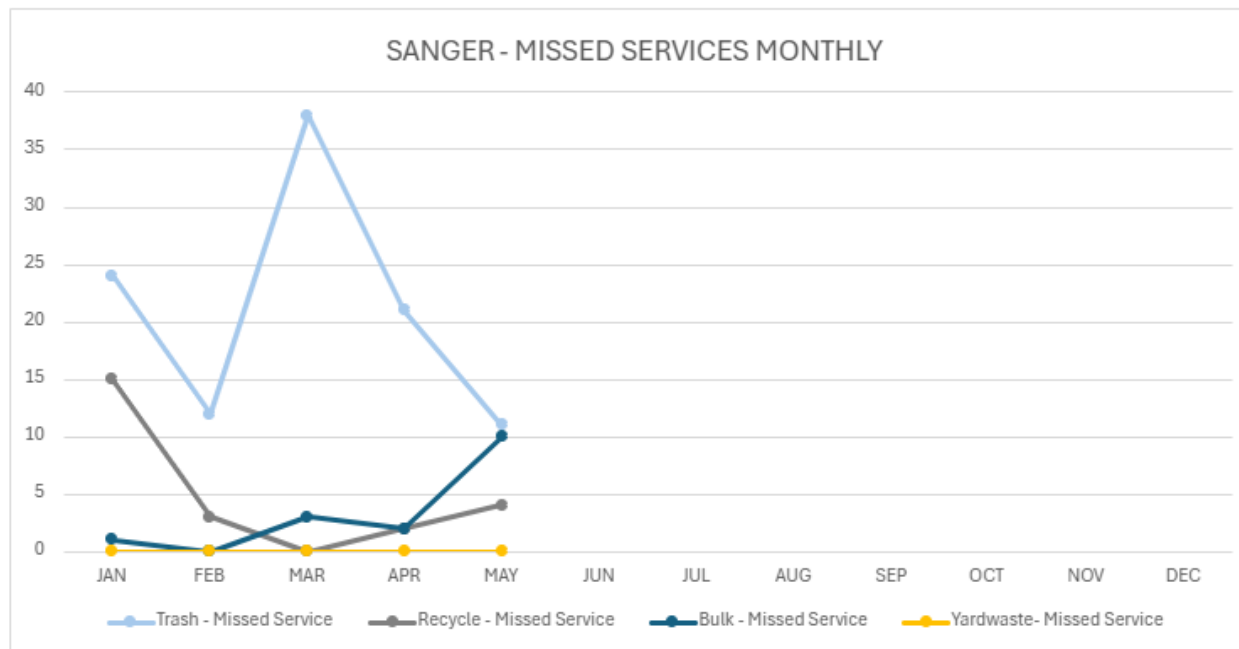
CONTAINERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Container Deliveries	13	18	22	7	16								76
Repair	0	0	0	0	0								0
Remove Container	0	0	0	4	2								6
Exchange Container	0	0	0	1	0								1
SERVICES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Code Red	0	0	0	0	0								0
Routes Incomplete	0	0	0	0	0								0
Special Bulk Pickup	0	0	0	0	0								0
Illegal Dumps	0	0	0	0	0								0
TOTAL	0	0	0	0	0								0



RELIABLE SERVICES

SANGER - MISSED SERVICES 2025

Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Trash - Missed Service	24	12	38	21	11								106	21.20
Recycle - Missed Service	15	3	0	2	4								24	4.80
Bulk - Missed Service	1	0	3	2	10								16	3.20
Yardwaste- Missed Service	0	0	0	0	0								0	0.00
Service Activity Total	40	15	41	25	25								146	29.20



It is the policy of Republic Services that if a customer perceives that we missed a collection component, we return for collection and do not question the missed service.

SAFETY - OUR # 1 GOAL

Item 26.

SANGER - SAFETY RECORD 2025

Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Property Damage	0	0	0	1	0								1
Motor Vehicle Accidents	0	0	0	0	0								0
Moving Violations	0	0	0	0	0								0
Personal Injury Claims	0	0	0	0	0								0
TOTAL	0	0	0	1	0								1

Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve. Simply, a sustainable planet is only possible if everyone works and lives together... safely.

MATERIALS DIVERTED

Item 26.

SANGER - RESOURCES DIVERTED FROM LANDFILL 2025 (TONS)

MATERIAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
OCC	57	37	32	42	37								205	41
MIXED PAPER	11	7	6	17	15								56	11
PLASTIC	10	5	5	7	6								33	7
METAL	5	3	2	4	3								17	3
OTHER	2	1	1	2	1								7	1
TOTAL	84	52	47	71	63								317	63