

# **CITY COUNCIL**

## **MEETING AGENDA**

**JANUARY 20, 2026, 7:00 PM**



### **CITY COUNCIL REGULAR MEETING**

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

### **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.*

### **SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

*Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.*

1. American Legion Post 268 presentation honoring the Firefighter/Paramedic and Police Officer of the 2025 year.

### **REPORTS**

*Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda.*

2. Annual presentation of library department operations.

### **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.*

3. Consideration and possible action on the minutes from the January 5, 2026, meeting.

4. Consideration and possible action to amend the amount for the payment for Hail Damage Repairs, September 21, 2025 Storm Event.
5. Consideration and possible action on the 2026 Facility Use Agreement between the City of Sanger and the Sanger Softball Association, and authorize the City Manager to execute said agreement.
6. Consideration and possible action authorizing the City Manager to enter into an agreement with DCBRE, LLC Commercial Real Estate for the sale of property.
7. Consideration and possible action on the 2026 Facility Use Agreement between the City of Sanger and the Sanger Youth Sports Association, and authorize the City Manager to execute said agreement.

## **PUBLIC HEARING ITEMS**

8. Conduct a public hearing on amendments to Chapter 8 Offenses and Nuisances, 8.103 Notice to Abate Nuisance, amending the language to include a public hearing before the municipal court and vehicle identification if available on site.
9. Conduct a public hearing on amendments to Apx SR Sign Regulations, Section 4, 5, 6, 7, 9, and 15 of the Code of Ordinances.

## **ACTION ITEMS**

10. Consideration and possible action on Ordinance No. 01-07-26 an amendment to Chapter 8 Offenses and Nuisances, 8.103 Notice to Abate Nuisance, amending the language to include a public hearing before the municipal court and vehicle identification if available on site.
11. Consideration and possible action on Ordinance No. 01-05-26 amendments to Apx SR Sign Regulations, Section 4, 5, 6, 7, 9, and 15 of the Code of Ordinances.

## **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.*

## **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 January 13, 2026, by 2:30 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:** 1/20/26

**FROM:** Laura Klenke, Library Director

**AGENDA ITEM:** Annual presentation of library department operations

**SUMMARY:**

- Annual presentation and overview of library department operations.

**FISCAL INFORMATION:**

**RECOMMENDED MOTION OR ACTION:**

**ATTACHMENTS:**



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the January 5, 2026, meeting.

**SUMMARY:**

N/A

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Approve the January 5, 2026, meeting minutes.

**ATTACHMENTS:**

Meeting minutes.

# CITY COUNCIL

## MEETING MINUTES

JANUARY 05, 2026, 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 6:02 p.m.

### COUNCILMEMBERS PRESENT

|                        |                 |
|------------------------|-----------------|
| Mayor                  | Thomas Muir     |
| Mayor Pro Tem, Place 2 | Gary Bilyeu     |
| Councilmember, Place 1 | Marissa Barrett |
| Councilmember, Place 5 | Victor Gann     |

### COUNCILMEMBERS ABSENT

|                        |             |
|------------------------|-------------|
| Councilmember, Place 3 | Josh Burrus |
| Councilmember, Place 4 | Allen Chick |

### STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, and Police Chief Tyson Cheek.

### 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.

- Sanger Laguna Azure and the City of Sanger's Certificate of Convenience and Necessity (CCN)

#### Section 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if

deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Discussion regarding the purchase and sale of property for public purposes

Council convened into executive session at 6:04 p.m.

### **RECONVENE INTO WORK SESSION**

Council reconvened into the work session at 7:09 p.m.

### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No additional discussion.

### **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 7:09 p.m.

### **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:09 p.m.

### **COUNCILMEMBERS PRESENT**

|                        |                 |
|------------------------|-----------------|
| Mayor                  | Thomas Muir     |
| Mayor Pro Tem, Place 2 | Gary Bilyeu     |
| Councilmember, Place 1 | Marissa Barrett |
| Councilmember, Place 5 | Victor Gann     |

### **COUNCILMEMBERS ABSENT**

|                        |             |
|------------------------|-------------|
| Councilmember, Place 3 | Josh Burrus |
| Councilmember, Place 4 | Allen Chick |

**STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Director Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Director of Economic Development Shani Bradshaw, Assistant Fire Chief Casey Welborn, Electric Director Ronnie Grace, Library Director Laura Klenke, Police Chief Tyson Cheek, and Lt. Justin Lewis.

**INVOCATION AND PLEDGE**

Councilmember Gann gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

**CITIZENS COMMENTS**

Phyllis Rewis, thank Director Bolz and the street staff for their responsiveness during street repairs on their street.

**SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

1. Retirement Proclamation - Ranell Wolf

Mayor Muir read Mrs. Wolf's proclamation and congratulated her on her retirement.

**CONSENT AGENDA**

2. Consideration and possible action on the minutes from the December 1, 2025, meeting.
3. Consideration and possible action on the new TEMAT Memorandum of Understanding (MOU), that will allow participation in multiple agreements for deployments.
4. Consideration and possible action on a 4.0% rate increase from Republic Services, Inc., for solid waste and recycling services.
5. Consideration and possible action on adopting updated library card requirements.
6. Consideration and possible action on Ordinance 01-01-26, Calling and ordering the May 2, 2026, General Election to elect a Mayor, Councilmember Place 2, and Councilmember Place 4, for a two-year term.

7. Consideration and possible action on a Final Plat of Lois Road Estates Subdivision Filing No. 7, being approximately 45.296 acres of land described as A0029A R. BEEBEE, TR 107, within the City of Sanger, generally located on the south side of Lois Rd, approximately 1219 feet west of the intersection of Marion Rd and Lois Rd.

Councilmember Bilyeu removed Item 4 for additional discussion.

Motion to approve Items 2, 3, 5, and 7 of the consent agenda as presented.

Motion: Bilyeu

Second: Gann

Ayes: Barrett, Bilyeu, and Gann.

Nays: None

Motion passed unanimously.

Motion to approve Item 4 of the consent agenda as presented.

Motion: Bilyeu

Second: Barrett

Ayes: Barrett, Bilyeu, and Gann.

Nays: None

Motion passed unanimously.

## **PUBLIC HEARING ITEMS**

8. Conduct a public hearing on Ordinance No. 01-02-26 a request for a Specific Use Permit (SUP) for a Temporary Concrete Batching Plant use for Lane Ranch Phase 5, being approximately 26.102 acres of land described as A0029A R. BEEBEE, TR 56A and 56B(1) within the City of Sanger and generally located north of McReynolds Rd, approximately 1245 feet east of the intersection of McReynolds Rd and Lake Ridge Dr.

Mayor Muir opened the public hearing at 7:24 p.m.

Director Hammonds provided an overview of the item.

No one else requested to speak.

Mayor Muir closed the public hearing at 7:25 p.m.

## ACTION ITEMS

9. Consideration and possible action on Ordinance No. 01-02-26 a request for a Specific Use Permit (SUP) for a Temporary Concrete Batching Plant use for Lane Ranch Phase 5, being approximately 26.102 acres of land described as A0029A R. BEEBE, TR 56A and 56B(1) within the City of Sanger and generally located north of McReynolds Rd, approximately 1245 feet east of the intersection of McReynolds Rd and Lake Ridge Dr.

Motion to approve.

Motion: Bilyeu

Second: Gann

Ayes: Barrett, Bilyeu, and Gann.

Nays: None

Motion passed unanimously.

10. Consideration and possible action regarding the BBQ Rib Cook-off Special Event permit to allow alcohol consumption at and during the event in downtown on February 7, 2026.

Motion to approve.

Motion: Bilyeu

Second: Barrett

Ayes: Barrett, Bilyeu, and Gann.

Nays: None

Motion passed unanimously.

11. Consideration and possible action on Ordinance 01-03-26, Calling and Ordering a Special Election to be held on May 2, 2026, for the purpose of submitting to the qualified voters of the City of Sanger, Texas, a Joint Ballot Proposition determining the abolition of the Sales and Use Tax Collected for the Sanger Industrial Development Corporation (SIDC), A Type A Economic Development Sales Tax, at the rate of one-half of one percent (0.50%), contingent upon the creation of a Municipal Development District (MDD) at the rate of one-half of one percent (0.50%) within the City's Corporate Limits and the City's Extraterritorial Jurisdiction (ETJ).

Motion to approve.

Motion: Barrett

Second: Bilyeu

Ayes: Barrett, Bilyeu, and Gann.

Nays: None

Motion passed unanimously.

12. Consideration and possible action on Ordinance 01-04-26, Calling and ordering a Special Election to be held on May 2, 2026, for the purpose of submitting to the qualified voters of the Extraterritorial Jurisdiction ("ETJ") of the City of Sanger, Texas, a ballot proposition to consider the adoption of a Municipal Development District (MDD) at the rate of one-half of one percent (0.50%) within said district contingent upon the abolition of the Sales and Use Tax collected for the Sanger Industrial Development Corporation (SIDC), a type a economic development sales tax, at the rate of one-half of one percent (0.50%).

Motion to approve.

Motion: Barrett  
 Second: Bilyeu  
 Ayes: Barrett, Bilyeu, and Gann.  
 Nays: None  
 Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Councilmember Bilyeu inquired about the date for the retreat and items for discussion.

Mayor Muir announced that he would not be running for re-election and read a statement.

## **INFORMATIONAL ITEMS**

13. Rider GCR - Rate Filing under Docket No. OS-24-00019196 - November 17, 2025
14. Rider GCR - Rate Filing under Docket No. OS-24-00019196 - December 18, 2025
15. Republic Services Waste Report November 2025
16. Financial Statements October and November 2025
17. Disbursements Report October and November 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:

### **551.072. DELIBERATION REGARDING REAL PROPERTY**

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Discussion regarding the purchase and sale of property for public purposes

Council convened into executive session at 7:52 p.m.

**RECONVENE INTO REGULAR SESSION**

Council reconvened into open session at 8:28 p.m.

No action taken.

**ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 8:28 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Ryan Nolting, Director of Parks & Recreation

**AGENDA ITEM:** Consideration and possible action on the 2026 Facility Use Agreement between the City of Sanger and the Sanger Softball Association, and authorize the City Manager to execute said agreement.

**SUMMARY:**

- Before the season begins, the Sanger Softball Association enters into a Facility Use Agreement with the City of Sanger. This agreement outlines all items that the City of Sanger and Sanger Youth Sports Association are responsible for during the year.

**FISCAL INFORMATION:**

- NA

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- City Council Communication
- S.Y.S.A. Facility Use Agreement

**SANGER PARKS DEPARTMENT**

**SANGER SOFTBALL ASSOCIATION**  
**FACILITY USE AGREEMENT**

**THIS AGREEMENT** is made by and between the City of SANGER, Texas (the “City”) and **SANGER SOFTBALL ASSOCIATION**, hereinafter referred to as “Youth Sports Association”, acting as their authorized officers and representatives.

**WHEREAS** the Sanger Softball Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities (“Facilities”) for organized sporting activities beginning **February 1, 2026**, and ending **June 15, 2026**. The Fall schedule begins **August 15, 2026**, and ends **November 15, 2026**, at the assigned fields or facilities in the City of SANGER.

Now therefore in consideration of the foregoing and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Sanger Softball Association to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times according to the attached terms and conditions. The City will have full use of Porter Park (all three fields) on March 28, 2026.
2. The Sanger Softball Association agrees to comply with the attached terms and conditions.

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of SANGER, Texas

By: \_\_\_\_\_

John Noblitt  
 Sanger City Manager  
 502 Elm Street.  
 SANGER, Texas 76266

By: Kristen Gates - Vice President

Sanger Softball Association

## TERMS AND CONDITIONS

|   |   |
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| Section II      General.....                    | 3 |
| Section III      Criminal Background Check..... | 4 |
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## SANGER PARKS DEPARTMENT

## SANGER SOFTBALL ASSOCIATION

## FACILITY USE AGREEMENT

**SECTION I: REQUEST FOR FACILITIES**

To request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the organization's Articles of Incorporation or Bylaw's
3. A list of the organization's Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. The final participation registration figures
6. Game and practice schedule, tournaments, clinics, workday, fundraising
7. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days before the commencement of the using organization season. The written certification shall verify that every coach, assistant coach, manager, umpire, referee, or board member **is not disqualified as a volunteer**. The Criminal Background Check results will not be filed with the City. The league will be solely responsible for conducting and verifying background checks.
8. All concession areas must have a Health Inspection (required by the using organization) completed before the opening of each season.
9. \*\*\*The Board of Directors must verify with the Parks Director the final registration numbers, rosters, and the verification of the above items.

**\*\*\*Failure to submit the initial paperwork will result in the denial of use of facilities\*\*\***

**SECTION II: GENERAL**

- A. City-related functions and sports associations will have priority use of SANGER parks and park facilities but not exclusive use of facilities.
- B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of SANGER, State of Texas.
- C. Persons and/or sports associations who reserve the fields or park facilities are responsible for cleaning the fields and facilities after use. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. There must be at least one adult chaperone for every ten youths under the age of 18.
- E. No alcoholic beverages are permitted at any time in any City Park.

**SECTION III: CRIMINAL BACKGROUND CHECKS**

A. The Sanger Softball Association (SSA) that uses the City-owned, leased, or controlled fields and facilities (“City Facilities”), are required to conduct criminal background checks for all recognized SSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the SSA.

B. The criminal background checks will be performed prior to each season. Each SSA is required to adopt a procedure for Criminal Background Checks.

#### **SECTION IV: SPECIFIC SPORT SEASON**

A. All sports within any season will be given priority regarding fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sports season. The largest participation is allocated to the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

#### **SECTION V: FIELD ALLOCATIONS**

A. The Parks Department will consider all requests for fields or facilities according to the best interests of the City.

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

1. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
2. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization that desires to organize a new athletic program or enlarge an existing program must meet with the Parks Director at least 90 days prior to the commencement of the season to coordinate the availability of fields or facilities.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. In order to maximize the use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

#### **SECTION VII: FACILITY MAINTENANCE:**

A. In the event any individual, team, or group uses an available field or facility during a time period other than within the specific sports season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance, with 30 days prior notice.

B. Any special maintenance request in relation to normal league play must be made in writing or e-mailed to the Parks Director. The Parks Director will need this information at least 48 hours in advance.

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, shall be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Parks Director.

**E. The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.**

**F. Cleaning of the concession stand and restrooms at the end of the day and the season is the responsibility of the User. The Health Inspector subjects these facilities to inspection.**

## **SECTION IX : CONCESSIONS**

A. First choice of operating the concession stand, **during requested season play**, will be given to each league using the facility, if the User does not want to operate a concession stand, another individual, team, or organization may be given the option with preference to non-profit service organizations, such as Lions Club, Chamber of Commerce, Boy Scouts, etc. **TOBACCO, or ALCOHOLIC** products of any kind will not be sold at the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damage, or theft to any vehicle or equipment left at the facility.

## **SECTION X: SCHEDULES**

A. It is the responsibility of the Sanger Softball Association to furnish the Parks Department with a complete league schedule before the commencement of each sports season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other users of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

## **SECTION XI: ADMINISTRATION**

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of fields and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

## **SECTION XIII: VIOLATIONS**

Any breach of the conditions of this agreement will be heard by the Parks Director after all viable options in each association's by-laws appeal process have been exhausted.

## **SECTION XIV: BOARD OF DIRECTORS**

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

## **SECTION XV: INSURANCE REQUIREMENTS**

The User agrees to provide and maintain in effect during the term of this Agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 – Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 – General Aggregate

\$1,000,000 – Products/Completed Operations Aggregate

\$500,000 – Personal and Advertising Injury Limit

\$500,000 – Each Occurrence Limit

\$50,000 – Fire Legal Liability

\$5,000 – Premises Medical Payments

Using organization agrees that concerning the required insurance, the City will:

1. Be named as additional insured under the General Liability policy.
2. Have a Waiver of Subrogation issued favoring the City on the General Liability.
3. Be provided with thirty- (30) days advance written notice of cancellation or material change.
4. Be provided with Certificates of Insurance evidencing the above insurance requirement, before the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days before the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director  
City of SANGER  
P.O. Box 1729  
SANGER, Texas 76266

## **SECTION XVI: MISCELLANEOUS**

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City") from and against any claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether

based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or another calamity to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby, and the Using Organization hereby waives any claim against the City for damages because of such termination.

3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and the venue for any action concerning this Agreement shall be in the Court of Denton County, Texas

4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty (30) days' prior written notice of termination.

5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

6. **Severability.** In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

7. **Assignment.** This Agreement may not be assigned by using organization without the Express written consent of the City.



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Ryan Nolting, Director of Parks & Recreation

**AGENDA ITEM:** Consideration and possible action on the 2026 Facility Use Agreement between the City of Sanger and the Sanger Youth Sports Association, and authorize the City Manager to execute said agreement. .

**SUMMARY:**

- Before the season begins, the Sanger Youth Sports Association enters into a Facility Use Agreement with the City of Sanger. This agreement outlines all items that the City of Sanger and Sanger Youth Sports Association are responsible for during the year.

**FISCAL INFORMATION:**

- NA

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- City Council Communication
- S.Y.S.A. Facility Use Agreement

SANGER PARKS DEPARTMENT

Item 7.

**YOUTH SPORTS ASSOCIATIONS  
FACILITY USE AGREEMENT**

**THIS AGREEMENT** is made by and between the City of SANGER, Texas (the "City") and **SANGER YOUTH SPORTS**, hereinafter referred to as "Youth Sports Association", acting as their authorized officers and representatives.

**WHEREAS**, the Sanger Youth Sports Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities (**Railroad Ball-Park**) for organized sporting activities beginning **FEBRUARY 1, 2026** and ending **JUNE 15, 2026**. The Fall schedule begins **August 15, 2026**, and ends **November 15, 2026**, at the assigned fields or facilities in the City of SANGER.

Now therefore in consideration of the foregoing and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Sanger Youth Sports Association to use the assigned Facilities for organized sports activities on the scheduled dates and allotted times following the attached terms and conditions. The City will also have full use of Railroad Ball Fields on March 14<sup>th</sup>, 2026, and October 10<sup>th</sup>, 2026, with the week leading up to having roll-offs delivered.
2. The Sanger Youth Sports Association agrees to comply with the attached terms and conditions.

EXECUTED in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of SANGER, Texas

By: \_\_\_\_\_

John Noblitt  
Sanger City Manager  
502 Elm Street.  
SANGER, Texas 76266

By: \_\_\_\_\_

Sanger Youth Sports

## TERMS AND CONDITIONS

Item 7.

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**SANGER YOUTH SPORTS ASSOCIATION****FACILITY USE AGREEMENT****SECTION I: REQUEST FOR FACILITIES**

To request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the organization's Articles of Incorporation or Bylaw's
3. A list of the organization's Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. The final participation registration figures
6. Game and practice schedule, tournaments, clinics, workday, fundraising
7. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days before the commencement of the using organization season. The written certification shall verify that every coach, assistant coach, manager, umpire, referee, or board member ***is not disqualified as a volunteer***. The Criminal Background Check results will not be filed with the City. The league will be solely responsible for conducting and verifying background checks.
8. All concession areas must have a Health Inspection (required by the using organization) completed before the opening of each season.
9. \*\*\*The Board of Directors must set up a meeting with the Parks Director to discuss final registration numbers, rosters, and the verification of the above items will be discussed at this time.

**\*\*\*Failure to submit the initial paperwork will result in the denial of use of facilities\*\*\***

**SECTION II: GENERAL**

- A. City-related functions and sports associations will have priority use of SANGER parks and park facilities but not exclusive use of facilities.
- B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of SANGER, State of Texas.
- C. Persons and/or sports associations who reserve the fields or park facilities are responsible for cleaning the fields and facilities after use. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. There must be at least one adult chaperone for every ten youths under the age of 18.
- E. No alcoholic beverages are permitted at any time in any City Park.

**SECTION III: CRIMINAL BACKGROUND CHECKS**

A. The Youths Sports Associations (YSA) that use the City-owned, leased, or controlled fields and facilities (“City Facilities”), are required to conduct criminal background checks for all recognized YSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the YSA.

B. The criminal background checks will be performed before each season. Each YSA is required to adopt a procedure for Criminal Background Checks.

#### **SECTION IV: SPECIFIC SPORT SEASON**

A. All sports within any season will be given priority regarding fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sports season. The largest participation is allocated to the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

#### **SECTION V: FIELD ALLOCATIONS**

A. The Parks Department will consider all requests for fields or facilities according to the best interests of the City.

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

1. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
2. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization that desires to organize a new athletic program or enlarge an existing program must meet with the Parks Director at least 90 days before the commencement of the season to coordinate the availability of fields or facilities.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. To maximize the use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

#### **SECTION VII: FACILITY MAINTENANCE:**

A. In the event any individual, team, or group uses an available field or facility during a period other than within the specific sports season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance, with 30 days prior notice.

B. Any special maintenance request about normal league play must be made in writing or e-mailed to the Parks Director. The Parks Director will need this information at least 48 hours in advance.

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

Item 7.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, shall be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Parks Director.

**E. The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.**

**F. Cleaning of the concession stand and restrooms at the end of the day and the season is the responsibility of the User. The Health Inspector subjects these facilities to inspection.**

## **SECTION IX : CONCESSIONS**

A. First choice of operating the concession stand, **during requested season play**, will be given to each league using the facility, if the User does not want to operate a concession stand, another individual, team, or organization may be given the option with preference to non-profit service organizations, such as Lions Club, Chamber of Commerce, Boy Scouts, etc. **GUM, TOBACCO, or ALCOHOLIC** products of any kind will not be sold at the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damage, or theft to any vehicle or equipment left at the facility.

## **SECTION X: SCHEDULES**

A. It is the responsibility of or youth league to furnish the Parks Department with a complete league schedule before the commencement of each sports season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other users of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

## **SECTION XI: ADMINISTRATION**

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of fields and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

## **SECTION XIII: VIOLATIONS**

Any breach of the conditions of this agreement will be heard by the Parks Director after all viable options in each association's by-laws appeal process have been exhausted.

## **SECTION XIV: BOARD OF DIRECTORS**

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

Item 7.

## **SECTION XV: INSURANCE REQUIREMENTS**

The User agrees to provide and maintain in effect during the term of this Agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 – Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 – General Aggregate

\$1,000,000 – Products/Completed Operations Aggregate

\$500,000 – Personal and Advertising Injury Limit

\$500,000 – Each Occurrence Limit

\$50,000 – Fire Legal Liability

\$5,000 – Premises Medical Payments

Using organization agrees that with respect to the required insurance, the City will:

1. Be named as additional insured under the General Liability policy.
2. Have a Waiver of Subrogation issued favoring the City on the General Liability.
3. Be provided with thirty- (30) days advance written notice of cancellation or material change.
4. Be provided with Certificates of Insurance evidencing the above insurance requirement, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director  
City of SANGER  
P.O. Box 1729  
SANGER, Texas 76266

## **SECTION XVI: MISCELLANEOUS**

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City") from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or another calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this

Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby, and the Using Organization hereby waives any claim against the City for damages because of such termination.

Item 7.

3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and the venue for any action concerning this Agreement shall be in the Court of Denton County, Texas

4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty (30) days' prior written notice of termination.

5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

6. **Severability.** In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

7. **Assignment.** This Agreement may not be assigned by using organization without the Express written consent of the City.



## CITY COUNCIL COMMUNICATION

**DATE:** June 16, 2025

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on amendments to Chapter 8 Offenses and Nuisances, 8.103 Notice to Abate Nuisance, amending the language to include a public hearing before the municipal court and vehicle identification if available on site.

**SUMMARY:**

- Chapter 8 Offenses and Nuisances, 8.103.f added.
- The added language requires a public hearing before the municipal court and an order requiring the removal of a vehicle or vehicle part and must include the correct vehicle description and the correct identification number and license number of the vehicle if the information is available at the site.
- This will allow for code to abate some of the violations that do not get abated by the property owner.
- The Planning & Zoning Commission recommended approval on 01-12-26.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Ordinance No 01-07-26

## CITY OF SANGER, TEXAS

### ORDINANCE 01-07-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.103 NOTICE TO ABATE NUISANCE; 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 January 20, 2026 the City Council approved Ordinance 01-07-26 amending Chapter 8 Offenses and Nuisance, Article 8.103; and

**WHEREAS**, all requests for an 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 January 12, 2026, duly covered and conducted a 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 Chapters 8 Offenses and Nuisances, Article 8.103 are amended as provided below.

Add 8.103.f below;

(f) A public hearing shall be held before the removal of the vehicle or vehicle part as a public nuisance. The hearing shall be held before the municipal court. An order requiring the removal of a vehicle or vehicle part must include a description of the vehicle and the correct identification number and license number of the vehicle if the information is available at the site.

**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 **20<sup>th</sup>** day of **January**, 2026.

**APPROVED:**

**ATTEST:**

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**Thomas E. Muir, Mayor**

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**Kelly Edwards, City Secretary**



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Conduct a public hearing on amendments to Apx SR Sign Regulations, Section 4, 5, 6, 7, 9, and 15 of the Code of Ordinances.

**SUMMARY:**

- Section 4.
  - Merged "Sign, Digital or Electronic" and "Sign, Light Projecting" into one unified definition: Digital or Electronic Sign (EMC).
    - This eliminates ambiguity by using one umbrella term to ensure all programmable technology is subject to the same strict standards regardless of how it is marketed.
  - Added several definitions related to electronic signs ("Dwell Time," "Nit," and "Transition Time").
- Section 5.
  - Amended the prohibition of LED/Electronic signs in Section 5.A and 5.N to provide for "regulated allowance." This allows schools, banks, and gas stations, for example, to use modern signage while giving the City the legal tools to regulate their operation.
- Section 6.
  - Added Section 6.I to govern the operation of all electronic signs city-wide by requiring messages remain static for 8 seconds with no "live action" video; requiring automatic sensors to lower brightness at night; specifying the level of brightness to mitigate "nuisances;" and requiring signs to go "dark" to prevent frozen bright screens if they malfunction.
- Section 9.
  - Explicitly state that the new exceptions do not apply to the downtown commercial district to protect the historic and architectural character of the area.
- Section 15.
  - Added specific requirements that electronic signs in the FM 455 corridor must be inset in masonry to prevent the appearance of "billboards" or "TV screens" on poles along the thoroughfare.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

N/A

**ATTACHMENTS:**

Ordinance No. 01-05-26

## CITY OF SANGER, TEXAS

### ORDINANCE 01-05-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, AMENDING APX SR SIGN REGULATIONS, SECTION 4, 5, 6, 7, 9, and 15, 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 January 20, 2026 the City Council approved Ordinance 01-05-26 amending Apx SR Sign 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 January 12, 2026, 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 Apx SR Sign Regulations Building Regulations, is amended as follows;

- Section 4 - Definitions added as follows
  - Dwell Time. The interval of time during which each individual message is static and remains unchanged on a Digital or Electronic Sign.
  - Nit. A unit of measurement of luminance or brightness.
  - Transition Time. The duration of time between the display of tow consecutive static messages on a Digital or Electronic Sign.

Definition amended for Sign, Digital or Electronic as follows;

- Sign, Digital or Electronic (also known as an Electronic Message Center or EMC). A sign, display, or device that changes its message by a programmable electronic process, utilizes digital images or light emitting diode (LED) technology, and is

capable of displaying characters, letters or illustrations. This definition includes any sign that employs electronic variable messages, regardless of the specific technology used (e.g., LED, LCD, or similar).

- Definition removed for Sign, Light Projecting
- Amend Section 5 by adding the following:
  - Amend reference in A from Section 6.F to Section 6.G
  - Add 1. Digital or Electronic Signs are allowed as an exception in the non-residential districts only as provided in Section 6.1.
  - Amend reference in H.2 from Section 9.F to Section 9.E
  - N. Amend to add “except as provided for in Section 6.1”
- Section 6 Add I. see in Exhibit A:
  - I. Standards for Digital or Electronic Signs. In all non-residential zoning districts, Digital or Electronic Signs (EMCs) are permitted as a component of a permanent detached sign, subject to the following:
    - 1. Display Requirements.
      - a. Static Display. Each message must remain static for a minimum Dwell Time of eight (8) seconds.
      - b. Transition. The Transition Time between messages must be instantaneous (two seconds or less).
      - c. Prohibited Motion. No portion of the sign may include flashing, blinking, or scrolling text/images. Video or “live-action” displays are prohibited.
    - 2. Luminance (Brightness) Standards.
      - a. All EMCs must be equipped with an automatic dimming sensor that adjusts the sign’s brightness in direct correlation with ambient light.
      - b. Nighttime. Luminance shall not exceed 0.3 foot-candles above ambient light levels when measured at the distance dictated by the square footage of the sign.
      - c. Daytime. Maximum brightness shall not exceed 5,000 nits.
    - 3. Size Limitation. The electronic portion of the sign shall not exceed 50% of the total allowable sign area as calculated in Section 7.
    - 4. Default/Fail-Safe. In the event of a malfunction, the sign must be programmed to default to a black/un-illuminated screen.
    - 5. District Restrictions. Notwithstanding this section, Digital or Electronic Signs remain prohibited in the Downtown Commercial District as defined in Section 9.B.
- Section 6.2 amend reference from Section 7.G to Section 7.G.1.b and Section 7.G.1.c.
- Section 9.J.9.b amend reference from Section 3.1404 to Section 4 and Section 3.1409.K to Section 9.K
- Section 9.K.1 amend reference from Section 3.1407.J.9 to Section 7.J.9
- Section 9.K.2.a.i amend reference from Section 3.1404 to Section 4
- Section 9.K.2.c amend reference from Section 3.1409.J.8 to Section 9.J.8
- Section 15.C.3.a add the following:
  - iii. Digital or Electronic Signs (EMCs). Where a Digital or Electronic Sign is utilized within the FM 455 Corridor Sign Overlay District:

- (a) It must be integrated into the face of a monument sign.
- (b) The electronic display area must be inset and framed on all four sides by a minimum of six (6) inches of masonry, rock, or stone that matches or is compatible with the primary building located on the same lot as the sign.
- (c) The use of “cabinet-only” or “exposed frame” electronic signs is prohibited.
- (d) The sign must otherwise comply with the operational and brightness standards set forth in Section 6.I.

**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 **20th** day of **January, 2026**

**APPROVED:**

**ATTEST:**

**Thomas E. Muir, Mayor**

**Kelly Edwards, City Secretary**



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 01-07-26 an amendment to Chapter 8 Offenses and Nuisances, 8.103 Notice to Abate Nuisance, amending the language to include a public hearing before the municipal court and vehicle identification if available on site.

**SUMMARY:**

- Chapter 8 Offenses and Nuisances, 8.103.f added.
- The added language requires a public hearing before the municipal court and an order requiring the removal of a vehicle or vehicle part, and must include the correct vehicle description and the correct identification number and license number of the vehicle if the information is available at the site.
- This will allow for code to abate some of the violations that do not get abated by the property owner.
- The Planning & Zoning Commission recommended approval on 01-12-26.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Ordinance No. 01-07-26

## CITY OF SANGER, TEXAS

### ORDINANCE 01-07-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 8 OFFENSES AND NUISANCES, ARTICLE 8.103 NOTICE TO ABATE NUISANCE; 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 January 20, 2026 the City Council approved Ordinance 01-07-26 amending Chapter 8 Offenses and Nuisance, Article 8.103; and

**WHEREAS**, all requests for an 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 January 12, 2026, duly covered and conducted a 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 Chapters 8 Offenses and Nuisances, Article 8.103 are amended as provided below.

Add 8.103.f below;

(f) A public hearing shall be held before the removal of the vehicle or vehicle part as a public nuisance. The hearing shall be held before the municipal court. An order requiring the removal of a vehicle or vehicle part must include a description of the vehicle and the correct identification number and license number of the vehicle if the information is available at the site.

**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 **20<sup>th</sup>** day of **January**, 2026.

**APPROVED:**

**ATTEST:**

---

**Thomas E. Muir, Mayor**

---

**Kelly Edwards, City Secretary**



## CITY COUNCIL COMMUNICATION

**DATE:** January 20, 2026

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 01-05-26 amendments to Apx SR Sign Regulations, Section 4, 5, 6, 7, 9, and 15 of the Code of Ordinances.

**SUMMARY:**

- Section 4.
  - Merged "Sign, Digital or Electronic" and "Sign, Light Projecting" into one unified definition: Digital or Electronic Sign (EMC).
    - This eliminates ambiguity by using one umbrella term to ensure all programmable technology is subject to the same strict standards regardless of how it is marketed.
  - Added several definitions related to electronic signs ("Dwell Time," "Nit," and "Transition Time").
- Section 5.
  - Amended the prohibition of LED/Electronic signs in Section 5.A and 5.N to provide for "regulated allowance." This allows schools, banks, and gas stations, for example, to use modern signage while giving the City the legal tools to regulate their operation.
- Section 6.
  - Added Section 6.I to govern the operation of all electronic signs city-wide by requiring messages remain static for 8 seconds with no "live action" video; requiring automatic sensors to lower brightness at night; specifying the level of brightness to mitigate "nuisances;" and requiring signs to go "dark" to prevent frozen bright screens if they malfunction.
- Section 9.
  - Explicitly state that the new exceptions do not apply to the downtown commercial district to protect the historic and architectural character of the area.
- Section 15.
  - Added specific requirements that electronic signs in the FM 455 corridor must be inset in masonry to prevent the appearance of "billboards" or "TV screens" on poles along the thoroughfare.
- Planning & Zoning recommended approval on 01-12-26

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Ordinance No. 01-05-26

## CITY OF SANGER, TEXAS

### ORDINANCE 01-05-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, AMENDING APX SR SIGN REGULATIONS, SECTION 4, 5, 6, 7, 9, and 15, 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 January 20, 2026 the City Council approved Ordinance 01-05-26 amending Apx SR Sign 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 January 12, 2026, 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 Apx SR Sign Regulations Building Regulations, is amended as follows;

- Section 4 - Definitions added as follows
  - Dwell Time. The interval of time during which each individual message is static and remains unchanged on a Digital or Electronic Sign.
  - Nit. A unit of measurement of luminance or brightness.
  - Transition Time. The duration of time between the display of tow consecutive static messages on a Digital or Electronic Sign.

Definition amended for Sign, Digital or Electronic as follows;

- Sign, Digital or Electronic (also known as an Electronic Message Center or EMC). A sign, display, or device that changes its message by a programmable electronic process, utilizes digital images or light emitting diode (LED) technology, and is

capable of displaying characters, letters or illustrations. This definition includes any sign that employs electronic variable messages, regardless of the specific technology used (e.g., LED, LCD, or similar).

- Definition removed for Sign, Light Projecting
- Amend Section 5 by adding the following:
  - Amend reference in A from Section 6.F to Section 6.G
  - Add 1. Digital or Electronic Signs are allowed as an exception in the non-residential districts only as provided in Section 6.1.
  - Amend reference in H.2 from Section 9.F to Section 9.E
  - N. Amend to add “except as provided for in Section 6.1”
- Section 6 Add I. see in Exhibit A:
  - I. Standards for Digital or Electronic Signs. In all non-residential zoning districts, Digital or Electronic Signs (EMCs) are permitted as a component of a permanent detached sign, subject to the following:
    - 1. Display Requirements.
      - a. Static Display. Each message must remain static for a minimum Dwell Time of eight (8) seconds.
      - b. Transition. The Transition Time between messages must be instantaneous (two seconds or less).
      - c. Prohibited Motion. No portion of the sign may include flashing, blinking, or scrolling text/images. Video or “live-action” displays are prohibited.
    - 2. Luminance (Brightness) Standards.
      - a. All EMCs must be equipped with an automatic dimming sensor that adjusts the sign’s brightness in direct correlation with ambient light.
      - b. Nighttime. Luminance shall not exceed 0.3 foot-candles above ambient light levels when measured at the distance dictated by the square footage of the sign.
      - c. Daytime. Maximum brightness shall not exceed 5,000 nits.
    - 3. Size Limitation. The electronic portion of the sign shall not exceed 50% of the total allowable sign area as calculated in Section 7.
    - 4. Default/Fail-Safe. In the event of a malfunction, the sign must be programmed to default to a black/un-illuminated screen.
    - 5. District Restrictions. Notwithstanding this section, Digital or Electronic Signs remain prohibited in the Downtown Commercial District as defined in Section 9.B.
- Section 6.2 amend reference from Section 7.G to Section 7.G.1.b and Section 7.G.1.c.
- Section 9.J.9.b amend reference from Section 3.1404 to Section 4 and Section 3.1409.K to Section 9.K
- Section 9.K.1 amend reference from Section 3.1407.J.9 to Section 7.J.9
- Section 9.K.2.a.i amend reference from Section 3.1404 to Section 4
- Section 9.K.2.c amend reference from Section 3.1409.J.8 to Section 9.J.8
- Section 15.C.3.a add the following:
  - iii. Digital or Electronic Signs (EMCs). Where a Digital or Electronic Sign is utilized within the FM 455 Corridor Sign Overlay District:

- (a) It must be integrated into the face of a monument sign.
- (b) The electronic display area must be inset and framed on all four sides by a minimum of six (6) inches of masonry, rock, or stone that matches or is compatible with the primary building located on the same lot as the sign.
- (c) The use of “cabinet-only” or “exposed frame” electronic signs is prohibited.
- (d) The sign must otherwise comply with the operational and brightness standards set forth in Section 6.I.

**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 **20th** day of **January, 2026**

**APPROVED:**

**ATTEST:**

**Thomas E. Muir, Mayor**

**Kelly Edwards, City Secretary**