



AGENDA
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 4, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS

1. CALL THE REGULAR MEETING TO ORDER, ESTABLISH A QUORUM, INVOCATION, AND PLEDGE

2. CITIZEN INPUT:

Citizens are allowed 3 minutes to speak. The City Council is unable to respond or discuss any issues brought up during this section.

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

A. BATTLE OF THE BADGE BLOOD DRIVE AWARD

Carter BloodCare will present an award to Sanger PD for winning the Battle of the Badge Blood Drive. (Green)

4. 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.

A. MINUTES REGULAR SESSION

Consider the regular session minutes from the March 21, 2022, meeting.

B. ANNUAL MOWING CONTRACT

Consider utilization of the Interlocal Purchasing Agreement with the City of Denton for a contract with D&D Commercial Landscape Management for mowing, landscaping, chemical application, and irrigation repairs within Sanger City limits for an amount not to exceed \$135,085, and authorize the City Manager to execute the agreement. (Nolting)

C. AGREEMENT POWER-D UTILITY SERVICES LLC IH-35 REIMBURSABLE

Consider an agreement with Power-D Utility Services LLC, for IH-35 Reimbursable Project, for an amount not to exceed \$78,050.00, and authorize the City Manager to execute the agreement. (Prater)

D. AGREEMENT POWER-D UTILITY SERVICES LLC, IH-35 BETTERMENT

Consider an agreement with Power-D Utility Services LLC, for IH-35 Betterment Project,

for an amount not to exceed \$66,000.00, and authorize the City Manager to execute the agreement. (Prater)

E. RESOLUTION FOR SANGER CITYWIDE GARAGE SALE

Consider Resolution No. 2022-3 designating April 23, 2022 as the day of the 2022 Sanger Citywide Garage Sale. (Green)

5. REGULAR AGENDA

A. BLUE STAR - ZONING CHANGE - PH

Conduct a Public Hearing on a request for a zoning change from A (Agricultural District) to I-1 (Industrial 1 District) for approximately 15.69 acres of land described as A0725A S.F. Lynch, TR 13A within the city of Sanger and generally located on the east side of I-35 and approximately 2150 feet south of the intersection of Chisam Road and I-35. (Hammonds)

B. BLUE STAR - ZONING CHANGE

Consider Ordinance No. 04-07-22 regarding a zoning change from A (Agricultural District) to I-1 (Industrial 1 District) for approximately 15.69 acres of land described as A0725A S.F. Lynch, TR 13A and generally located on the east side of I-35 and approximately 2150 feet south of the intersection of Chisam Road and I-35. (Hammonds)

C. SPECIAL EVENT VENDOR FEES

Consider Ordinance 04-12-22 amending the fee schedule, Appendix A, Fee Schedule, Section 7.700 Vendor Fees and adding Section 7.071 Special Event Vendor Fees.

D. PARKBROOK - ZONING CHANGE - PH

Conduct a Public Hearing for a zoning change and conceptual plan from R-1 (Residential 1) to PD (Planned Development) of approximately 19.1 acres land described as Marion Point Acres Block A, Lot 1A, 2A, 3A, 4A, 5A, 6A, 7A, and 8A within the city of Sanger and generally located on the east side of Marion Rd and approximately 1181 feet north of the intersection of Marion Rd and FM 455.. (Hammonds)

E. PARKBROOK - ZONING CHANGE

Consider Ordinance No. 04-08-22 regarding a zoning change from R-1 (Residential 1) to PD (Planned Development) of approximately 19.1 acres land described as Marion Point Acres Block A, Lot 1A, 2A, 3A, 4A, 5A, 6A, 7A, and 8A within the city of Sanger and generally located on the east side of Marion Rd and approximately 1181 feet north of the intersection of Marion Rd and FM 455. (Hammonds)

F. US CONCRETE - SUP - PH

Conduct a Public Hearing on a request for a Specific Use Permit (SUP) for a Concrete Batching Plant use on approximately 5 acres of land described as A00290A R. BEEBE, TR 122, within the city of Sanger and generally located on the south side of Utility Rd and approximately 1560 feet east I-35. (Hammonds)

G. US CONCRETE - SUP

Consider Ordinance No. 04-09-22 for a Specific Use Permit (SUP) for a Concrete Batching Plant use on approximately 5 acres of land described as A00290A R. BEEBE, TR 122, within the city of Sanger and generally located on the south side of Utility Rd and approximately 1560 feet east I-35. (Hammonds)

H. 700 ACKER ST - SIGN VARIANCE - PH

Conduct a Public Hearing on a request for a variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations Section 3.1407.b.2.F to allow a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. (Hammonds)

I. 700 ACKER ST - SIGN VARIANCE

Consider a request for a variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations Section 3.1407.b.2.F to allow a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. (Hammonds)

J. 701 N STEMMONS - SIGN VARIANCE SETBACK - PH

Conduct a Public Hearing on a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.F. to allow a variance from the minimum setback of 15 feet and to allow for a setback of 1 foot. The proposed sign will be located at 701 N Stemmons. (Hammonds)

K. 701 N STEMMONS - SIGN VARIANCE SETBACK

Consider a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.F. to allow a variance from the minimum setback of 15 feet and to allow for a setback of 1 foot. The proposed sign will be located at 701 N Stemmons. (Hammonds)

L. 701 N STEMMONS - SIGN VARIANCE HEIGHT & SETBACK - PH

Conduct a Public Hearing on a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.A. to allow a variance from the maximum height of 50 feet for a pole sign and to allow for a height of 95 feet for a pole sign and from the maximum 150 square feet per side and to allow for 292.9 square feet per side and from the minimum setback of 15 feet and to allow for a setback of 5 feet. The proposed sign will be located at 701 N Stemmons. (Hammonds)

M. 701 N STEMMONS - SIGN VARIANCE HEIGHT & SETBACK

Consider a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.A. to allow a variance from the maximum height of 50 feet for a pole sign and to allow for a height of 95 feet for a pole sign and from the maximum 150 square feet per side and to allow for 292.9 square feet per side and from the minimum setback of 15 feet and to allow for a setback of 5 feet. The proposed sign will be located at 701 N Stemmons. (Hammonds)

N. SANGER 2040 COMPREHENSIVE PLAN - PH

Conduct a public hearing on the adoption of the Sanger 2040 Comprehensive Plan to include updated Future Land Use Map, and updated Thoroughfare Plan. (Hammonds)

O. 2040 SANGER COMPREHENSIVE PLAN

Consider Ordinance No. 04-10-22 adopting the Sanger 2040 Comprehensive Plan to include updated Future Land Use Map, and updated Thoroughfare Plan. (Hammonds)

6. INFORMATION ITEMS:

7. FUTURE AGENDA ITEMS:

The purpose of this item is to allow the Mayor and members of Council to bring forward items they wish to discuss at a future meeting, A Council Member 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.

8. ADJOURN.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the City Website, and on the bulletin board, at the City Hall of the City of Sanger, Texas, a place convenient and readily accessible to the general public at all times. Said notice was posted on the following date and time, and remained posted continuously for at least 72 hours prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.



Kelly Edwards, City Secretary
City of Sanger, Texas



March 31, 2022 at 2:30 PM

Date/Time Posted

This facility is wheelchair accessible and accessible parking spaces are available. Requests for additional accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (940) 458-7930 for further information.

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Donna Green Director of Marketing & Civic Engagement

ITEM/CAPTION:

BATTLE OF THE BADGE BLOOD DRIVE AWARD

Carter BloodCare will present an award to Sanger PD for winning the Battle of the Badge Blood Drive. (Green)

AGENDA TYPE: Presentation

ACTION REQUESTED: Presentation

BACKGROUND:

On February 22, the City of Sanger held a Battle of the Badges Blood Drive. Donors were asked to vote for their "favorite" first responder group. Sanger PD won by a landslide, thus winning the Battle of the Badges.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

na

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

na

FUNDS:

na

STAFF RECOMMENDATION/ACTION DESIRED:

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES REGULAR SESSION

Consider the regular session minutes from the March 21, 2022, meeting.

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

N/A

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommend approval of the minutes as presented.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------|-------------|------------|
| 03-21-2022 CC Reg Mins FINAL | 3/24/2022 | Cover Memo |



**MINUTES
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 21, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS**

COUNCIL MEMBERS PRESENT:

Mayor Thomas Muir and Councilmember Gary Bilyeu, Councilmembers: Marissa Barrett, Allen Chick, Dennis Dillon, and Victor Gann.

COUNCIL MEMBERS ABSENT:

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Parks & Recreation Superintendent Ryan Nolting, Director of Economic Development Shani Bradshaw, Finance Director Clayton Gray, Marketing and Civic Engagement Director Donna Green, and Chief of Police Waylan Rhodes.

1. CALL THE REGULAR MEETING TO ORDER, ESTABLISH A QUORUM, INVOCATION, AND PLEDGE

Mayor Muir called the Regular Session to order at 7:00 p.m.

The invocation given by Councilmember Dillon the Pledge of Allegiance was led by Councilmember Gann.

2. CITIZEN INPUT:

No one addressed the Council.

3. CONSENT AGENDA:

A. MINUTES WORK SESSION

Consider the work session minutes from the March 7, 2022, meeting

B. MINUTES REGULAR SESSION

Consider the regular session minutes from the March 7, 2022, meeting.

C. BUDGET AMENDMENT FOR ELECTRIC AND POLICE DEPARTMENTS

Consider Ordinance 03-06-22, amending the budget for the Fiscal Year 2021-2022, and authorizing amended expenditures as provided in Exhibit A. (Gray)

D. TML RISK POOL CLAIM

Receipt and notification of denial from the Texas Municipal League Intergovernmental (TML) Risk Pool, Claim No. LB0000000157478, from Donald Lumpkins.

E. SANGER SOFTBALL ASSOCIATION SPRING SOFTBALL FACILITY USE AGREEMENT

Consider a Facility Use Agreement for the Sanger Softball Association Spring Season and authorize the City Manager to execute the agreement. (Nolting)

F. SANGER YOUTH ASSOCIATION SPRING BASEBALL FACILITY USE AGREEMENT

Consider a Facility Use Agreement for the Sanger Baseball Youth Association Spring Season and authorize the City Manager to execute the agreement. (Nolting)

G. FIRST EXTENSION OF MEMORANDUM OF UNDERSTANDING

Consider the First Extension of the Memorandum of Understanding with Michael Riley, Laura Riley, and J. Mike Riley Ranch Properties, LLC and authorize the City Manager to execute the Memorandum of Understanding. (Noblitt)

Motion made by Councilmember Bilyeu to approve the consent agenda. Councilmember Barrett seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 5A** of the agenda.

4. REGULAR AGENDA

A. REQUEST FOR PROPOSAL FOR CITY COMMUNICATIONS AND CONNECTIVITY

Consider a Request for Proposals (RFP) for technology updates to the City's network and telephone systems. (Gray)

Director Gray provided an overview of the item, which will provide interconnectivity of buildings and will allow for updating the phone system.

Discussion ensued regarding additional network security and department network connectivity.

Motion made by Councilmember Dillon to approve a Request for Proposals (RFP) for technology updates to the City's network and telephone systems. Councilmember Gann seconded the motion. Motion passed unanimously.

B. PROFESSIONAL DESIGN SERVICES - PORTER PARK

Consider selecting Parkhill for Professional Design Services for renovations to Porter Park Softball Fields and, authorizing the City Manager to negotiate a possible contract with Parkhill. (Nolting, Bradshaw)

Director Nolting provided an overview of the project, the group scoring, and the selection process.

Discussion ensued regarding an overview of park and ballfield updates, coordinating construction with the spring baseball and softball associations utilizing the fields.

Motion made by Councilmember Bilyeu to approve Parkhill for Professional Design Services for renovations to Porter Park Softball Fields and authorizing the City Manager to negotiate a possible contract with Parkhill. Councilmember Dillon seconded the motion. Motion passed unanimously.

C. FM 455 UTILITY RELOCATION - CHANGE ORDER #3

Consider Change Order #3 in the amount to \$23,650.00 between the City of Sanger and Quality Excavation for the FM 455 Project to include the installation of two 8" valves into an existing live 8" water line along Pecan Street; and authorize the City Manager to execute said Change Order #3 (Bolz).

Director Bolz provided an overview of the ongoing construction on FM 455 and the necessity of the Change Order to tie into the line along the IH-35 corridor.

Discussion ensued regarding the necessity of hiring a contractor specializing in hot-line repairs and that the installation will not cause a delay in the ongoing construction project.

Motion made by Councilmember Barrett to approve Change Order No. 3 in the amount to \$23,650.00 between the City of Sanger and Quality Excavation for the FM 455 Project to include the installation of two 8" valves into an existing live 8" water line along Pecan Street; and authorize the City Manager to execute said Change Order No. 3. Councilmember Gann seconded the motion. Motion passed unanimously.

D. RESOLUTION 2202-2, ECONOMIC DEVELOPMENT INCENTIVE POLICY

Consider Resolution 2202-2 adopting an Economic Development Incentive Policy for the City of Sanger. (Bradshaw)

Director Bradshaw provided an overview of the policy.

Discussion ensued regarding the application process, consideration of an application, and that Council provides final approval of the application.

Motion made by Councilmember Bilyeu to approve Consider Resolution 2022-2 adopting an Economic Development Incentive Policy for the City of Sanger. Councilmember Dillon seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 5B** of the agenda.

5. INFORMATION ITEMS:

A. DANNENBAUM CONSTRUCTION UPDATE

Construction update regarding the IH-35 / FM 455 Expansion Project.

Mr. Rodney Prince provided an update regarding the overall construction progress, including the installation of water and wastewater lines, boring along IH-35, TxDOT timeline, and locating any unmarked infrastructure in the project corridor.

B. ATMOS RATE FILING - RIDER GCR

Atmos Energy Rider GCR Docket No 10170 - March 2022

C. FINANCIAL STATEMENT - JANUARY 31, 2022

D. CAPITAL PROJECTS REPORT - MARCH 11, 2022

E. DISBURSEMENTS REPORT - FEBRUARY 2022

6. FUTURE AGENDA ITEMS:

None

7. EXECUTIVE SESSION:

A. GOVERNMENT CODE SECTION 551.074 PERSONNEL MATTERS

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee: City Attorney

Mayor Muir read the items for Executive Session and the Council convened into Executive Session at 7:43 p.m.

8. RECONVENE: OPEN MEETING:

Mayor Muir and the Council reconvened into open session at 7:48 p.m.

Motion made by Councilmember Bilyeu to clarify a previous motion that the City Attorney's salary should be increased by 4.044118%. Councilmember Barrett seconded the motion. Motion passed unanimously.

9. ADJOURN.

There being no further business, Mayor Muir adjourned the meeting at 7:50 p.m.

Thomas Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ryan Nolting, Parks & Recreation Superintendent

ITEM/CAPTION:

ANNUAL MOWING CONTRACT

Consider utilization of the Interlocal Purchasing Agreement with the City of Denton for a contract with D&D Commercial Landscape Management for mowing, landscaping, chemical application, and irrigation repairs within Sanger City limits for an amount not to exceed \$135,085, and authorize the City Manager to execute the agreement. (Nolting)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The current contract with D&D Commercial Landscape Management expired at the end of the calendar year 2021. The proposed contract will allow D&D Commercial Landscape Management to continue with their mowing/maintenance services throughout Sanger. The City began privatizing mowing contracts in 2015. With the growth the City has experienced over the last 7 years, the City has added additional areas of coverage and experienced higher demand for quality of services throughout the City. The expectation of having properly manicured turf and ROW in the City is the Parks and Recreation Department's responsibility to oversee. Our 2021-22 budget for contract mowing is \$140,000. The annual cost for D&D services \$135,085 (Prices per areas are attached).

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

FUNDS:

2021-22 General Fund 32-5472

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the contract with D&D Commercial Landscape Management for Mowing, Landscaping, Chemical Application, and Irrigation repairs within Sanger City Limits for an amount of \$135,085, and authorize the City Manager to executed the agreement.

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|-------------|------------|
| DD Attachments Signed | 3/31/2022 | Cover Memo |

**CONTRACT FOR SERVICES OR GOODS BETWEEN THE
CITY OF SANGER AND WATTS ELLISON, LLC DBA D&D COMMERCIAL
LANDSCAPE MANAGEMENT BY AND THROUGH THE
ICA AGREEMENT WITH THE CITY OF DENTON**

This Contract is made by and between the **CITY OF SANGER**, hereinafter referred to as “Sanger”, and **WATTS ELLISON, LLC DBA D&D COMMERCIAL LANDSCAPE MANAGEMENT**, hereinafter referred to as “D&D”:

WHEREAS, Sanger may contract with another government entity pursuant to the authority granted by the Texas Interlocal Cooperation Act which provided for cooperation between local governmental bodies; and

WHEREAS, the City of Sanger and the City of Denton have entered into an agreement whereupon the City of Sanger may purchase goods and services which have been selected through the competitive bidding process of the City of Denton - **see Exhibit A**; and

WHEREAS, the City of Sanger desires to purchase mowing and lawn maintenance services from D&D by and through the qualified bid submitted to the City of Denton – **see Exhibit B**; and

Now therefore, the term and conditions of the Contract are as follows:

1. Sanger shall purchase goods and services from D&D who has been selected by the City of Denton through the competitive bidding process.
2. Sanger will place orders directly with D&D and directly pay D&D for the mowing and lawn maintenance services.
3. All purchases from D&D will be within the specifications that have been agreed to as described in **Exhibit C** and the qualified bid.
4. D&D shall be responsible for compliance with all conditions of delivery, price, and quality of the purchased goods or services to Sanger.
5. Before this agreement may be executed D&D must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Company may be asked to clarify various portions of the questionnaire.
6. Notice required to be given to Sanger under this contract shall be made at the following address.

City Manager
City of Sanger, Texas
PO Box 1729
Sanger, Texas 76266

7. The City Manager shall be designated as the official representative to act for Sanger all matters relating to this cooperative purchasing agreement.

8. The person signing on behalf of D&D certifies that the signer has authority to bind the D&D to this contract.

Unless stated otherwise in Exhibit C or this Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF SANGER

**D&D COMMERCIAL LANDSCAPE
MANAGEMENT**

BY: _____
{City Manager/Mayor}

BY: David Myers
NAME

DD Commercial Landscape Management
Company

DATE: _____

DATE: 3/31/22

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SANGER AND CITY OF DENTON, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the 25TH day of JANUARY, [202~~2~~], between the City of Denton, and the City of Sanger; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

- A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

**II.
Duration of Agreement**

A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:

- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
- This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email, (ii) by fax with a successful send confirmation, or (iii) by certified mail to the address as listed herein:

City of Denton: Procurement Division
Attn: Purchasing Manager
City of Denton
901 B Texas Street
Denton, TX 76209
Phone: 940-349-7100
Fax: 940-293-1837
purchasing@cityofdenton.com

City Sanger: Administration
Attn: City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Tx 76266

**III.
Relationship of Parties**

A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

- B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. Purchasing Agent or their designee, is the official representative to act for the City of Denton in all matters relating to this Agreement.
- F. John Noblett or their designee, is the official representative to act for the City of Sanger in all matters relating to this Agreement.

IV.

Purchase of Goods and Services

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.
- C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.
- E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.

- F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

V.

Liability and Immunity Provisions

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

VI.

Miscellaneous

- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.
- H. 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.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF SANGER

CITY OF DENTON, TEXAS


CITY MANAGER

DocuSigned by:
Sara Hensley
5236DB296270423
CITY MANAGER

ATTEST:
KELLY EDWARDS
CITY SECRETARY

ATTEST:
ROSA RIOS
CITY SECRETARY

BY: *Kelly Edwards*

DocuSigned by:
Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
HUGH COLEMAN, CITY ATTORNEY

APPROVED AS TO LEGAL FORM:
Mack Reinwand CITY ATTORNEY

Lance Vanzant
BY: 

DocuSigned by:
Marcella Luna
4B070831B4AA438...



**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND WATTS ELLISON, LLC DBA D&D COMMERCIAL
LANDSCAPE MANAGEMENT
(CONTRACT 7788)**

THIS CONTRACT is made and entered into this date 01/11/2022, by and between **WATTS ELLISON, LLC DBA D&D COMMERCIAL LANDSCAPE MANAGEMENT** a Texas Limited Liability Company, whose address is **9076 FOREST LN, DALLAS, TX 75243**, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document **RFP 7788 – PARD Mowing Services**, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 7788 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

DocuSigned by:
CONTRACTOR
BY: *Dave Myers*
A66AA1C6FF224D4...
AUTHORIZED SIGNATURE

Printed Name: Dave Myers

Title: Director
972-352-3402

PHONE NUMBER
dave@ddmowing.com

EMAIL ADDRESS
2021-832654

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by:
Gary Packan Gary Packan
AC6AE9F7A4264A9... _____
SIGNATURE PRINTED NAME

Director of Parks and Recreation

TITLE
Parks and Recreation

DEPARTMENT

DocuSigned by:
CITY OF DENTON, TEXAS
BY: *Sara Hensley*
5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: *Rosa Rios*
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
BY: *Marcella Lunn*
4B070631B4AA438...

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The total contract for Section D & E of RFP 7788, which Section D & E only is awarded by this Contract for the supply of Section D – South West & Section E - ROW, shall not exceed \$4,292,759. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Contract # 7788

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be

shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed

Contract # 7788

any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received

Contract # 7788

in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Contract # 7788

Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and Contract # 7788

conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such

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services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to Contract # 7788

the date of termination in accordance with the terms hereof.

29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE

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RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law

or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents

and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor

agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding

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or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either
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the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would
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refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

- | |
|---------------------------|
| New Year's Day (observed) |
| MLK Day |
| Memorial Day |
| 4th of July |
| Labor Day |
| Thanksgiving Day |
| Day After Thanksgiving |
| Christmas Eve (observed) |
| Christmas Day (observed) |
| New Year's Day (observed) |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual Contract # 7788

orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar

days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

Fire Damage Legal Liability Insurance

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

Professional Liability Insurance

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the

project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

| RFP 7788 Exhibit F | | | | DD Mowing (D&D COMMERCIAL LANDSCAPE MANAGEMENT) | |
|-----------------------|---|-----|--------|---|----------|
| Line # | Description | QTY | UOM | Unit | |
| 141 | SECTION D - SOUTHWEST PUBLIC BUILDINGS, PARKS, TRAILS AND MEDIANS | | | | |
| 142 | Denia Park - 1001 Parvin -Includes Park and Rec Center, NOT the athletic fields | 36 | Cycles | \$ | 648.90 |
| 143 | South Branch Library - 3228 Teasley Ln | 36 | Cycles | \$ | 25.00 |
| 144 | Wiggly Field Dog Park Only - 1760 Ryan Rd ---HAS to be mowed on Wednesdays-- | 36 | Cycles | \$ | 359.80 |
| 145 | Fire Station 7 - 4201 Vintage Blvd | 32 | Cycles | \$ | 438.90 |
| 146 | Fire Station Landscape Maintenance 4201 Vintage Blvd | 48 | Cycles | \$ | 35.00 |
| 147 | FM1830 / Country Club Rd -Between Hwy377 and Brush Creek Rd | 24 | Cycles | \$ | 490.00 |
| 148 | FM1830 / Country Club Rd - Litter | 4 | Cycles | \$ | 245.00 |
| 149 | Ryan Rd -Between Teasley Ln and Country Club Rd | 24 | Cycles | \$ | 490.00 |
| 150 | Ryan Rd - Litter -Between Teasley Ln and Country Club Rd | 4 | Cycles | \$ | 245.00 |
| 151 | W Collins St -Sidewalk on west side of Ft. Worth Dr, starting at Collins St | 24 | Cycles | \$ | 25.00 |
| 152 | W Collins St Litter | 4 | Cycles | \$ | 15.00 |
| 153 | Hwy377 -From Country Club Rd to southern City limits | 24 | Cycles | \$ | 1,540.00 |
| 154 | Hwy377 Litter -From Country Club Rd to southern City limits | 12 | Cycles | \$ | 770.00 |
| 155 | Airport - 5000 Airport Rd - Part 1 | 36 | Cycles | \$ | 350.00 |
| 156 | Airport - 5000 Airport Rd - Part 2 | 24 | Cycles | \$ | 298.90 |
| 157 | Airport - Brush Cutter - 5000 Airport Rd | 8 | Cycles | \$ | 620.90 |
| 158 | Airport - Green Point | 8 | Cycles | \$ | 165.00 |
| 159 | Airport - Lockheed Ln | 8 | Cycles | \$ | 246.40 |
| 160 | Airport - Skylane north of John Carrell | 24 | Cycles | \$ | 25.00 |
| 161 | Airport - Westcourt South | 24 | Cycles | \$ | 28.70 |
| 162 | Airport - Dough - Weyer Hangars | 24 | Cycles | \$ | 40.60 |
| 163 | Airport - Lesa Shop Grounds | 24 | Cycles | \$ | 49.00 |
| 164 | Joe Skiles - 1721 Stonegate Dr. | 24 | Cycles | \$ | 343.00 |
| 165 | Lillian Miller Pkwy Medians | 24 | Cycles | \$ | 66.50 |
| 166 | Lillian Miller Pkwy Medians - Litter | 12 | Cycles | \$ | 33.25 |
| 167 | Owsley Park - 2425 Stella | 24 | Cycles | \$ | 25.00 |
| 168 | Westridge Island | 24 | Cycles | \$ | 25.00 |
| 169 | Kendolph dr and Underwood St | 24 | Cycles | \$ | 25.00 |
| 170 | Hobson Ln | 24 | Cycles | \$ | 375.20 |
| 171 | Briercliff Park - 3200 State School Rd | 24 | Cycles | \$ | 654.50 |
| 172 | FM2499 and State School Road -Between I-35 and first median just north of Hickory Creek Rd | 24 | Cycles | \$ | 1,325.80 |
| 173 | Wheeler Ridge Park - 3101 Saddleback Dr | 24 | Cycles | \$ | 587.30 |
| 174 | Robinson Rd and Berkley Dr | 24 | Cycles | \$ | 840.00 |
| 175 | Crosstimbers Park - 8402 Clear River -On the mapping, this includes Cross Timbers North, South, and at Montecito Pond | 24 | Cycles | \$ | 1,372.70 |
| 176 | Crosstimbers Park - North | 24 | Cycles | \$ | 291.20 |
| 177 | Crosstimbers Park - South | 24 | Cycles | \$ | 1,033.20 |
| 178 | Lake Forest Park - 1760 Ryan Rd. | 24 | Cycles | \$ | 616.70 |
| 179 | Hickory Creek | 24 | Cycles | \$ | 715.40 |
| 180 | Hickory Creek Litter | 12 | Cycles | \$ | 357.70 |
| 181 | Bent Creek Estates | 24 | Cycles | \$ | 78.40 |
| 182 | Vintage Blvd -Under Construction | 24 | Cycles | \$ | 628.60 |
| 183 | Wisteria | 24 | Cycles | \$ | 25.00 |
| 184 | Symamore and Stoud | 24 | Cycles | \$ | 25.00 |

| Line # | Description | QTY | UOM | Unit |
|--------|-------------------------------|-----|--------|-------------|
| 185 | SECTION E - ROW AND ROUGH CUT | | | |
| 186 | BARTHOLD RD | 7 | Cycles | \$ 698.40 |
| 187 | BONNIE BRAE | 7 | Cycles | \$ 2,072.00 |
| 188 | BURGER RD | 7 | Cycles | \$ 180.00 |
| 189 | CHINN RD | 7 | Cycles | \$ 200.00 |
| 190 | COOPER CREEK RD | 7 | Cycles | \$ 248.00 |
| 191 | COOPER CREEK RD MEDIAN | 7 | Cycles | \$ 25.00 |
| 192 | COWLING RD | 7 | Cycles | \$ 72.00 |
| 193 | ELM BOTTOM CIRCLE | 7 | Cycles | \$ 58.40 |
| 194 | FARRIS RD | 7 | Cycles | \$ 30.40 |
| 195 | FISHTRAP RD | 7 | Cycles | \$ 157.60 |
| 196 | GANZER | 7 | Cycles | \$ 741.60 |
| 197 | GEESLING | 7 | Cycles | \$ 100.80 |
| 198 | GREEN VALLEY RD | 7 | Cycles | \$ 94.40 |
| 199 | GRISSOM | 7 | Cycles | \$ 42.40 |
| 200 | GRISSOM | 7 | Cycles | \$ 42.40 |
| 201 | HAMPTON RD | 7 | Cycles | \$ 107.20 |
| 202 | HARTLEE FIELD RD | 7 | Cycles | \$ 134.40 |
| 203 | HERCULES ST. | 7 | Cycles | \$ 45.60 |
| 204 | Stuart Rd_Long Rd | 7 | Cycles | \$ 231.20 |
| 205 | KINGS ROW | 7 | Cycles | \$ 390.40 |
| 206 | LOVERS LN | 7 | Cycles | \$ 488.00 |
| 207 | MASCH BRANCH RD 1 | 7 | Cycles | \$ 284.00 |
| 208 | MASCH BRANCH RD 2 | 7 | Cycles | \$ 652.80 |
| 209 | MILLS RD | 7 | Cycles | \$ 296.80 |
| 210 | MOCKINGBIRD | 7 | Cycles | \$ 165.60 |
| 211 | PERTAIN ST | 7 | Cycles | \$ 25.00 |
| 212 | RINEY RD | 7 | Cycles | \$ 25.00 |
| 213 | S. TRINITY RD | 7 | Cycles | \$ 387.20 |
| 214 | SHEPARD DR | 7 | Cycles | \$ 67.20 |
| 215 | SILVERDOME RD | 7 | Cycles | \$ 90.40 |
| 216 | THOMAS J EAGAN RD | 7 | Cycles | \$ 207.20 |
| 217 | TRINITY RD | 7 | Cycles | \$ 206.40 |
| 218 | WARSCHUN RD | 7 | Cycles | \$ 84.80 |
| 219 | WESTERN BLVD | 7 | Cycles | \$ 2,028.00 |
| 220 | ACME ST | 7 | Cycles | \$ 28.00 |
| 221 | BRIDGES ST | 7 | Cycles | \$ 108.00 |
| 222 | BRUSH CREEK RD | 7 | Cycles | \$ 388.80 |
| 223 | C WOLFE RD | 7 | Cycles | \$ 271.20 |
| 224 | CORBIN RD | 7 | Cycles | \$ 66.40 |
| 225 | CREEKDALE DR | 7 | Cycles | \$ 25.00 |
| 226 | DAUGHTERY | 7 | Cycles | \$ 30.40 |
| 227 | EDWARDS RD | 7 | Cycles | \$ 264.00 |
| 228 | H LIVELY RD | 7 | Cycles | \$ 136.80 |
| 229 | JAMES ST | 7 | Cycles | \$ 176.00 |
| 230 | JIM CRISTAL RD | 7 | Cycles | \$ 990.40 |
| 231 | JOHNSON LN | 7 | Cycles | \$ 126.40 |
| 232 | MEADOW ST | 7 | Cycles | \$ 59.20 |
| 233 | MISSION ST | 7 | Cycles | \$ 32.00 |
| 234 | MYRTLE ST | 7 | Cycles | \$ 44.80 |
| 235 | OAK ST MEDIANS | 7 | Cycles | \$ 297.60 |
| 236 | OLD JOHN PAINE RD | 7 | Cycles | \$ 777.60 |
| 237 | POKRUS PAIGE RD | 7 | Cycles | \$ 56.00 |

| Line # | Description | QTY | UOM | Unit |
|--------|---|-----|--------|-------------|
| 238 | POST OAK BLVD | 7 | Cycles | \$ 222.40 |
| 239 | ROSELAWN DR | 7 | Cycles | \$ 568.80 |
| 240 | S. LOCUST ST | 7 | Cycles | \$ 224.00 |
| 241 | SHADY SHORES RD | 7 | Cycles | \$ 26.40 |
| 242 | SPRINGSIDE RD | 7 | Cycles | \$ 105.60 |
| 243 | SWISHER RD 1 | 7 | Cycles | \$ 53.60 |
| 244 | SWISHER RD 2 | 7 | Cycles | \$ 242.40 |
| 245 | TOM COLE RD | 7 | Cycles | \$ 955.20 |
| 246 | UNDERWOOD RD | 7 | Cycles | \$ 359.20 |
| 247 | WESTCOURT RD | 7 | Cycles | \$ 179.20 |
| 248 | WILLOWOOD | 7 | Cycles | \$ 51.20 |
| 249 | WYE ST | 7 | Cycles | \$ 56.80 |
| 250 | SANDERS RD | 7 | Cycles | \$ 164.00 |
| 251 | 1100 SOUTH MAYHILL PECAN ORCHARD BASINS PLANT AREAS BRUSH CUT | 2 | Cycles | \$ 7,120.00 |
| 252 | Robson Ranch Rd | 7 | Cycles | \$ 109.60 |
| 253 | Fulton's Lot | 7 | Cycles | \$ 920.00 |
| 254 | North Lakes Park 2 -South of Windsor, encompasses Disc Golf, lake, dam, etc | 7 | Cycles | \$ 9,512.00 |
| 255 | Woodrow Open Space -Located on the south side of Monsignor King Outreach Center | 7 | Cycles | \$ 672.80 |

Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. WATTS ELLISON, LLC DBA D&D
 COMMERCIAL LANDSCAPE MANAGEMENT

2 **Check this box if you are filing an update to a previously filed questionnaire.**
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.
 N/A

 Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
 Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.
 N/A

4 **I have no Conflict of Interest to disclose.**

5 DocuSigned by:

 _____ 12/14/2021
 Signature of vendor doing business with the governmental entity Date



Proposed Interlocal

To whom it may concern:

DD Commercial Landscape Management would like to extend to the City of Sanger the following pricing via an interlocal agreement with the city of Denton, based on the average price per acre on contract 7788 PARD Mowing Services.

| Location | Average e ROW Area (feet) | Type of Service | Acreage | Annual # of Cycles | Cost Per Cycle | Annual Cost of Service |
|--|---------------------------|--|---------|--------------------|----------------------|------------------------|
| KAMMIE PATTEN PARK | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.54 | 17 | \$ 38.58 | \$ 655.82 |
| QUAIL RUN PARK | Entire property | Mowing, Weed Eating, Trimming, Edging, | 8.21 | 17 | \$ 586.52 | \$ 9,970.88 |
| Duck Creek Greenbelt, Duck creek Rd. & Teja's Dr | Entire property | Mowing, Weed Eating, Trimming, Edging, | 3.99 | 17 | \$ 285.05 | \$ 4,845.78 |
| 135 Walkovers @ Bolivar St. | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.72 | 17 | \$ 51.44 | \$ 874.43 |
| 135 & FM 455 | Entire property | Mowing, Weed Eating, Trimming, Edging, | 1.81 | 17 | \$ 129.31 | \$ 2,198.21 |
| Welcome to Sanger South Entrance | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.35 | 17 | \$ 25.00 | \$ 425.07 |
| Welcome me to Sanger North Entrance | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.73 | 17 | \$ 52.15 | \$ 886.57 |
| Indian Lane | Entire property | Mowing, Weed Eating, Trimming, Edging, | 1.8 | 17 | \$ 128.59 | \$ 2,186.06 |
| Railroad Ave. | Westside Only | Mow, Weed Eating | 0.8 | 17 | \$ 57.15 | \$ 971.58 |
| Locust St. | Between 2nd St & 4th St | Mow, Weed Eating | 0.31 | 17 | \$ 22.15 | \$ 376.49 |
| East Willow St @ Jones | Row's | Mow, Weed Eating | 0.83 | 17 | \$ 59.30 | \$ 1,008.02 |
| Downtown Park | Entire property | Mowing, Weed Eating, Trimming, Edging, | 1.8 | 32 | \$ 128.59 | \$ 4,114.94 |
| City Hall ,Library, Police | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.45 | 32 | \$ 32.15 | \$ 1,028.74 |
| Switzer Park | Entire property | Mowing, Weed Eating, Trimming, Edging, | 4.3 | 32 | \$ 307.19 | \$ 9,830.14 |
| Porter Park | Irrigated turf grass only | Mowing, Weed Eating, Trimming, Edging, | 14.5 | 32 | \$ 1,035.88 | \$ 33,148.16 |
| Railroad Park | Entire property | Mowing, Weed Eating, Trimming, Edging, | 15.28 | 30 | \$ 1,091.60 | \$ 32,748.10 |
| Methodist Church | Entire property | Mowing, Weed Eating, Trimming, Edging, | 0.75 | 32 | \$ 53.58 | \$ 1,714.56 |
| 135 South City Limit to Belz Rd North | Row's | AS REQUESTED Mow, Weed Eating | 30 | 6 | \$ 2,143.20 | \$ 12,859.20 |
| | | | | | ANNUAL TOTAL: | \$ 119,842.74 |

Proposed Interlocal



To whom it may concern:

DD Commercial Landscape Management would like to extend to the City of Sanger the following pricing via an interlocal agreement with the city of Denton, based on the average price per acre on contract 7788 PARD Mowing Services.

| Site Name | Location | Frequency | Annual # of Cycles | Cost Per Cycle | Annual Cost of Service |
|---------------------------|------------------------------|-----------|--------------------|-------------------------|------------------------|
| WELL 2 & 8 | 100 CHERRY ST | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| WATER OFFICE | 212 RAILROAD | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| WELL #6 | INDIAN @ McREYNOLDS | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| LAKERIDGE LIFT | McREYNOLDS | Monthly | 9 | \$ 20.00 | \$ 180.00 |
| MARION RD LIFT | BEHIND THE STORAGE UNITS | Monthly | 9 | \$ 20.00 | \$ 180.00 |
| 100 INDIAN LANE | 100 INDIAN LANE | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| UTILITY RD TANK | UTILITY RD | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| WALMART TANK | LOUIS RD ALONG THE RR TRACKS | Monthly | 9 | \$ 105.00 | \$ 945.00 |
| WELL #9 | FM455 @ KEATON | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| WELL #5 | ACKER RD | Monthly | 9 | \$ 125.00 | \$ 1,125.00 |
| HOLD LIFT | HOLTT RD @ KEATON | Monthly | 9 | \$ 20.00 | \$ 180.00 |
| DUCK CREEK LIFT | IN DUCK CREEK GREENBELT | Monthly | 9 | \$ 40.00 | \$ 360.00 |
| SOUTH BOTTOM LIFT | COWLING RD | Monthly | 9 | \$ 20.00 | \$ 180.00 |
| COWLING RD LIFT | MANDARIN @ RINGNECK | Monthly | 9 | \$ 95.00 | \$ 855.00 |
| QUAIL RUN LIFT | NEXT TO PARK AT CUL-DE-SAC | Monthly | 9 | \$ 20.00 | \$ 180.00 |
| NEW Water Treatment Plant | END OF JONES ST | Monthly | 9 | \$ 570.00 | \$ 5,130.00 |
| | | | | ANNUAL TOTAL: \$ | 11,475.00 |

Proposed Interlocal



To whom it may concern:

DD Commercial Landscape Management would like to extend to the City of Sanger the following pricing via an interlocal agreement with the city of Denton, based on the average price per acre on contract 7788 PARD Mowing Services.

| Site Name | Location | Frequency | Cycles | Cost Per Cycle |
|---------------------------------------|--------------------------------|-----------|---------------|--------------------|
| Police Target Range | END OF UTILITY RD ACROSS TRACK | As needed | 1 | \$ 105.00 |
| Sims st lot | | As needed | 1 | \$ 25.00 |
| 401 S. Stemmons | | As needed | 1 | \$ 25.00 |
| Rail Road @ Willow | | As needed | 1 | \$ 400.00 |
| Lots on Chapman dr & 700 Block of i35 | | As needed | 1 | \$ 700.00 |
| Cowling rd East & West side | | As needed | 1 | \$ 69.50 |
| Utility rd East & West side | | As needed | 1 | \$ 44.40 |
| Lois rd South & North side | | As needed | 1 | \$ 57.00 |
| Chisam rd South & North side | | As needed | 1 | \$ 102.60 |
| Belz rd North and South side | | As needed | 1 | \$ 103.10 |
| Marion from FM455 to city limit | | As needed | 1 | \$ 28.50 |
| Metz rd from FM 455 to city limit | | As needed | 1 | \$ 34.20 |
| | | | TOTAL: | \$ 1,694.30 |

Proposed Interlocal



To whom it may concern:

DD Commercial Landscape Management would like to extend to the City of Sanger the following pricing

| LAWN CARE PRE/POST per application | | | | |
|--------------------------------------|---|----|--------|----------|
| 1 | Porter Park playing fields | \$ | 598.00 | \$598.00 |
| 1 | Downtown Park | \$ | 414.00 | \$414.00 |
| LAWN CARE FERTILIZER per application | | | | |
| 1 | Porter Park playing fields | \$ | 626.60 | \$626.60 |
| 1 | Downtown Park | \$ | 433.80 | \$433.80 |
| IRRIGATION CREW REPAIRS/INSPECTION | | | | |
| 1 | Per crew hour, 85% mark up on materials used on repairs | \$ | 225.00 | \$225.00 |

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Note: As of April of 2022 the price per acre for pre post will remain **\$230.00**, the price per acre for fert will increase to **\$241.00**

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Mike Prater, Director of Electric Utilities

ITEM/CAPTION:

AGREEMENT POWER-D UTILITY SERVICES LLC IH-35 REIMBURSABLE

Consider an agreement with Power-D Utility Services LLC, for IH-35 Reimbursable Project, for an amount not to exceed \$78,050.00, and authorize the City Manager to execute the agreement. (Prater)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval, Contract/Agreement

BACKGROUND:

Proposal for Design and Associated Services for IH35 Reimbursable Project

Project Overview: TxDOT is acquiring additional ROW for the IH35 construction project that is expected to begin approximately December 2023. This new ROW acquisition will affect the City of Sanger's existing electric lines from just south of Keaton Road north to the county line north of Chisam Road. A total of approximately 4.5 miles of existing Sanger Electric lines will have to be relocated. The existing lines to be relocated are constructed on steel poles with 477MCM wire size. The proposed design with wood poles and 795MCM wire size. Increasing the wire size will also increase the circuit capacity by 37% in a very high growth area on a reimbursable project with very little additional cost. The engineer's proposal is to provide a design for the relocation of the existing City of Sanger Electric's overhead and underground electric distribution facilities to be adjusted and/or relocated as a result of the expansion of IH35 in Sanger, Texas. Duties will include identifying all facilities needing to be adjusted, developing a plan and design, and preparing detailed construction drawings. Final construction drawings will be stamped and signed by a Licensed Professional Engineer. Duties will also include providing all drawings necessary for any TxDOT permitting requirements. The engineer will also prepare and assemble all documents, forms, drawings, estimates, and any other items needed for the successful submittal and acceptance of the Utility Agreement package by TxDOT for the reimbursement of the Sanger Electric facilities being relocated as a result of the expansion of IH35. Additionally, the engineer will prepare and assemble all bid, construction, and material specifications documents, forms, drawings, and any other items needed for a complete package ready to solicit for bids. Evaluate all bids received and make recommendations as to awarding the bid. Prepare Notice to Proceed to successful bidder. The engineer will provide field construction staking of all new proposed facilities and inspect all installed facilities to be as specified, review and approve material submittals, review and approve contractor invoices, conduct regular scheduled meetings with contractor and Sanger Electric to review progress, schedule, and address any issues. Lastly the engineer will assist the City to prepare invoicing for reimbursement, acquire and assemble all supporting documentation.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

n/a

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

Compensation for Services rendered will be: \$78,050.00.

FUNDS:

n/a

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval

ATTACHMENTS:

| Description | Upload Date | Type |
|---|-------------|------------|
| Professional Services Agreement IH35 Reimbursable Project | 3/16/2022 | Cover Memo |
| Agreement with Power-D Utility Services LLC for IH35 Design | 3/21/2022 | Cover Memo |

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF SANGER AND
POWER-D UTILITY SERVICES**

THIS AGREEMENT is made and entered by and between **City of Sanger, Texas**, hereinafter referred to as "Sanger", and **Power-D Utility Services LLC**, a Texas corporation, hereinafter referred to as "Consultant" to be effective from and after the date as provided herein.

WITNESSETH

WHEREAS, Sanger desires to engage the services of a qualified consultant to assist in the design of the I-35 Electric Distribution Relocation; and

WHEREAS, Sanger finds that Consultant is the most qualified party to assist in the design of the assist in the design of the I-35 Electric Distribution Relocation;

WHEREAS, Consultant desires to render such services for Sanger upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Sanger hereby agrees to retain Consultant to design the assist in the design of the I-35 Electric Distribution Relocation; and Consultant agrees to perform such services in accordance within the Scope of Services and the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Consultant shall perform such services as are further described in Exhibit "A" hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by Sanger but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Sanger and Consultant and may be terminated by either party with thirty (30) days' notice unless specified otherwise in Exhibit "A".

IV. COMPENSATION AND EXPENSES

Consultant shall be paid for performance of the Scope of Services as set forth in Exhibit "A".

V. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Sanger; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as

between Sanger and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Sanger and Consultant.

VI. ASSIGNMENT

Consultant agrees that this Agreement shall not be assigned without the prior written consent of Sanger, except to an Affiliate of Consultant. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Consultant, including, without limitation, any parent corporation controlling Consultant or any subsidiary that Consultant controls; (2) the surviving corporation resulting from the merger or consolidation of Consultant; or (3) any person or entity which acquires all of the assets of Consultant as a going concern. Consultant shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Consultant shall not subcontract the entirety of the Scope of Services to a single subcontractor without Sanger's consent. Consultant further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to Sanger as provided by this Agreement.

VII. AUDITS AND RECORDS

Consultant agrees that Sanger or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, upon reasonable notice, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement. Consultant agrees that Sanger shall have access during normal working hours to all necessary Consultant's facilities and shall be provided adequate and appropriate work space.

VIII. CONTRACT TERMINATION

The parties agree that Sanger and Consultant shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to consultant or as specified in the Scope of Services as set forth in Exhibit "A". In the event of such termination, Consultant shall deliver to Sanger all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. In the event of termination by Sanger, Consultant shall be compensated in accordance with the terms of this Agreement.

IX. COMPLETE AGREEMENT

This Agreement, including the Exhibit "A" constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

X. AMENDMENTS

Amendments to this agreement may be made at any time upon agreement by Sanger and Consultant.

XIV. VENUE/GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.

XV. SUCCESSORS AND ASSIGNS

Consultant and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

XVI. SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

XVII. INSURANCE

The Vendor shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
- \$500,000 Disease-Policy Limit
- \$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage with a General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage
 Combined Single Limit: \$1,000,000

Prior to the execution of any awarded contract by the City, the successful Vendor shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger, Texas at 502 Elm Street, Sanger, Texas 76266.

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: 3/10/2022

POWER-D UTILITY SERVICES, LLC

BY: 

Robert Singletary
Manager/Partner

Date: _____

CITY OF SANGER

BY: _____
Mayor/City Manager

APPROVED AS TO FORM:

Hugh Coleman
City Attorney

Exhibit "A"
Scope of Services

POWER-D UTILITY SERVICES, LLC

February 8, 2022

Mr. Mike Prater
City of Sanger Electric
202 Railroad Ave.
Sanger, TX 76266

Re: Proposal for Design and Associated Services for IH35 Reimbursable Project, Sanger Texas.

Dear Mr. Prater:

Power-D Utility Services, LLC (“Power-D”) is pleased to submit this proposal for professional engineering services to assist The City of Sanger Electric (“Client”) with IH35 Electric Distribution Relocation Design. The proposed scope of services, basis of compensation and schedule are outlined below for your review.

Power-D’s services are to be performed for the sole benefit of Client, who shall be responsible for payment of those services. When accepted by the signature of Client’s authorized representative, the authorization and the documents referenced herein shall constitute the entire agreement between Client and Power-D with respect to this project.

SCOPE OF SERVICES

Electric Distribution Facilities Design: Provide a design for the relocation of the existing City of Sanger Electric’s overhead and underground electric distribution facilities to be adjusted and/or relocated as a result of the expansion of IH35 in Sanger, Texas. The portion of the IH35 project that affects The City of Sanger Electric facilities is approximately 4.5 miles in length. Duties will include identifying all facilities needing to be adjusted, developing a plan and design, and preparing detailed construction drawings. Final construction drawings will be stamped and signed by a Licensed Professional Engineer. Duties will also include providing all drawing necessary for any TxDOT permitting requirements.

TxDOT Utility Agreement Package: Prepare and assemble all documents, forms, drawings, estimates, and any other items needed for the successful submittal and acceptance of the Utility Agreement package by TxDOT for the reimbursement of the Sanger Electric facilities being relocated as a result of the expansion of IH35.

Construction Bid Package: Prepare and assemble all bid, construction, and material specifications documents, forms, drawings, and any other items needed for a complete package ready to solicit for bids. Evaluate all bids received and make recommendations as to awarding the bid. Prepare Notice to Proceed to successful bidder.

Staking Services: Provide field construction staking of all new proposed facilities.

Construction Phase Services: Inspect all installed facilities to be as specified, review and approve material submittals, review and approve contractor invoices, conduct regular scheduled meetings with contractor and Sanger Electric to review progress, schedule, and address any issues.

Post Construction Services: Assist the City to prepare invoicing for reimbursement, acquire and assemble all supporting documentation.

Assumptions

- The City of Sanger Electric will provide TxDOT drawings in AutoCAD format showing: existing and new rights of way, existing City of Sanger overhead electric facilities, and proposed ditches, culverts and all other below grade structures to be installed by TxDOT for this project. Drawings will also show profile elevations of finished road surface and ditches from the edges of the ROW.
- The City of Sanger will provide invoicing in the manner and format as requested by TxDOT.
- The exact location of the new ROW shall be staked by TxDOT’s surveyor prior to design and staking.
- Construction Phase services will have no more than 10 site visits.

- The cost of design service is for one design plan and staking trip. If plans change and/or re-design and/or re-staking is desired, I will provide the cost for additional work prior to committing to that work.

COMPENSATION FOR SERVICES

| | |
|--|-------------|
| Electric Distribution Facilities Design ----- | \$43,000.00 |
| TxDOT Utility Agreement ----- | \$5,250.00 |
| Construction Bid Package ----- | \$5,250.00 |
| Staking Services ----- | \$6,000.00 |
| Construction Phase Services ----- | \$15,050.00 |
| Post Construction Services ----- | \$3,500.00 |

Compensation for Services rendered will be: **\$78,050.00**

Invoicing will be monthly based on percentage completion of all services.

SCHEDULE OF SERVICES

Power-D is authorized to begin work on this project immediately upon receipt of Client’s authorization. The project can be completed within Client’s timeframe or in accordance with a schedule provided by the Client.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please provide an authorization to begin work or indicate your acceptance by signing in the space provided below and return one original to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services is appreciated and we look forward to serving you on this project.

Sincerely,

This Proposal Accepted By:

POWER-D UTILITY SERVICES, LLC

THE CITY OF SANGER



Robert Singletary, P.E.
Manager/Partner

Signature

Print Name

Title

Date of Authorization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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

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

| | | |
|---|---|------------------------------------|
| PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018 | CONTACT NAME: PHONE (A/C, No. Ext): 800-962-7132 | FAX (A/C, No): 800-845-3666 |
| | E-MAIL ADDRESS: BusinessService@LibertyMutual.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Ohio Security Insurance Company | | 24082 |
| INSURED Power-D Utility Services LLC 311 Fishermans Bend Dr Pointblank TX 77364 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 66681840

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | BLS58489433 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAS58489433 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | XWS58489433 | 4/30/2021 | 4/30/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

The City of Sanger, TX and its Affiliates and their respective directors, officers, managers, representatives, agents and employees are Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary and we will not ask for Contribution of the policy issued to the Additional Insured. Waiver of Subrogation Applies.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| The City of Sanger, TX 502 Elm Street Sanger TX 76266 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Molly McCallum</i> Molly McCallum |

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ACORD 25 (2016/03)

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STATEMENT OF QUALIFICATIONS

City of Sanger, Tx Electric

Electrical Distribution and Utility Engineering Services

Power-D Utility Services, LLC

Some of the utility services we provide include:

Overhead Distribution Services

- Substation Feeder Exit Design
- Line Extensions to Serve New Loads
- Circuit Rebuilds
- Subdivision Power Layout/Design
- Governmental Road Widening
- Beautification Projects

Underground Residential Distribution (URD)

- Underground Electric Distribution Design
- Underground Residential Subdivision Layout/Design
- URD Rehab Design

Design Support Services

- TxDOT Permits
- Customer Contact Service Planning
- Construction Inspection

Construction Staking Services

- OH/UG Construction Staking
- As-Built Staking Drawings

Computer Programs

- AutoCAD
- MS Office
- We welcome the opportunity to learn and use any client preferred software.



40
YEARS
Experience

Robert Singletary, PE

Manager/Partner

Firm

Power-D Utility Services, LLC

Education

BS, Industrial Engineering,
Texas A&M University

License

Professional Engineer, Texas, No. 57979

Background

Mr. Robert "Bobby" Singletary has more than 40 years of successful and progressive experience in the electric power utility industry serving in lead management and supervisory roles. His direct experience includes managing, operating, designing, and constructing electric utility transmission, overhead and underground distribution, and substation projects, facilities, and systems. In addition, he has a successful track record of working with local government, customers, and state regulatory officials concerning issues of regional and state importance. Mr. Singletary will be responsible for planning, executing, and QA/QC as well as setting deadlines, monitoring project progress, leading meetings, and coordinating and disseminating information between all parties.

Power-D Utility Services, LLC, Manager/Partner- Point Blank, Texas

Mr. Singletary provides electric utility consulting services to electric utility and commercial land development companies. Services include overhead electric design, overhead to underground layout, electric utility construction specifications, construction staking, streetlight design, and URD plans. Clients include Texas-New Mexico Power (TNMP), The City of Sanger Electric Department, Binkley & Barfield, Dry Utility Consultants of Texas, and Harris County Improvement District No. 18.

- **City of Sanger Electric- Sanger, Texas**

Mr. Singletary served as Design Engineer for the following projects:

FM455 facilities adjustment, 4.1 miles

Wagon Master RV park addition

Willowood Subdivision Phase 2

Lake Ridge Estates Phase 2

- **TNMP - Pecos and North Texas**

Mr. Singletary served as Design Engineer and Staking Specialist for the following projects:

New Customer line extension and staking, Pecos, Tx

Flattop Reconductor Staking, Pecos, Tx

Massey Road staking 13,900 feet, Aubry, Tx

College St staking 6,100 feet, Princeton, Tx.

Binkley & Barfield, Inc., Senior Project Manager - Houston, Texas

Mr. Singletary manages, directs, and supervises a team that provides electric utility consulting services to electric utility and commercial land development companies. Services include overhead electric design, overhead to underground layout, electric utility construction specifications, streetlight design, and URD plans. Clients include Bryan Texas Utilities (BTU), CenterPoint Energy (CNP), Texas-New Mexico Power (TNMP), and Harris County Improvement District No. 18.

- **Overhead to Underground Conversion (BTU) - Bryan, Texas**

Mr. Singletary served as Project Manager to convert existing BTU overhead electric distribution facilities to underground along South College Avenue for approximately 1.2 miles. The project included conceptual design for easement acquisitions, identifying conflicts and resolution, final design, bid quantities, specifications, and alternate plans for ROW issues.

CobbFendley & Associates, Senior Project Manager - Houston, Texas

Mr. Singletary managed, directed, and supervised a department that provided electric utility consulting services to electric utility and commercial land development companies. Services included overhead electric design, underground duct bank design, overhead to underground layout, electric utility construction specifications, streetlight plan review, and URD plans. Clients included CNP, Texas-New Mexico Power (TNMP), Pedernales Electric Cooperative, CoServ Electric, Johnson Development, Ryland Homes, and McGuyer Home Builders.

- **Overhead Electric Facilities Relocation (CNP) - Houston, Texas**

Mr. Singletary served as Project Manager of overhead electric utility relocation for CNP Electric. The project extended for 3.06 miles and included researching identified conflicts and providing relocation plans. Responsibilities included negotiating resolutions and designing the final system.

- **New Feeder Project (TNMP) - Barstow, Texas**

Mr. Singletary served as Project Manager for the design of a new 6.2-mile overhead feeder for TNMP. The project included researching and identifying land owners along the proposed circuit route, negotiating and acquiring easements, surveying proposed easement areas, staking pole locations, preparing construction plans, and obtaining TxDOT permits.



Texas-New Mexico Power, Manager T&D Substations - Texas City, Texas

Mr. Singletary managed a department consisting of management/supervisory personnel and a team of professional and technical employees and contractors located throughout TNMP's operational area. Responsibilities included managing all NERC mandated inspection and maintenance programs; preparation, management, and prioritizing substation capital projects; and budget preparation, management, and evaluation for the transmission/substation grid. He initiated a work management program in substation maintenance/testing group and produced weekly work schedules; he also produced the NERC maintenance and testing manual.

Entergy Texas, Transmission and Distribution Operations - Beaumont, Texas

Mr. Singletary served as Manager of Substation Operations and oversaw a department of management/supervisory personnel and professional and union technical employees and contractors. Responsibilities included managing all SERC and FERC mandated inspection and maintenance programs; preparation, management, and prioritizing substation capital projects; budget preparation, management and evaluation for the transmission/substation grid. Mr. Singletary managed the distribution fault location tool pilot program installation on select Entergy Texas' substation distribution feeder relays and managed 100% compliance to all mandated federal maintenance and reliability programs.

Mr. Singletary also served as Manager Reliability and Technical Services overseeing a department of management/supervisory personnel and professional and union technical employees and contractors located throughout Entergy Texas' operational area. Responsibilities included managing all distribution reliability and infrastructure programs, data maintenance team, field metering team, distribution relay team, street lighting and joint use coordinating teams. He managed the planning, designing, and construction of all reliability projects; evaluating, securing, and managing infrastructure inspection and repair contractors. Reviewed and updated reliability indices and presented service quality information to PUCT staff. Reviewed and approved all distributed generation interconnects and provided information and participated in PUCT workshops and inquiries. He managed and directed the restoration of Entergy Texas' 69kV transmission system and the restoration of power to High Island and Bolivar Peninsula following hurricane Ike.

Entergy Texas, Transmission and Distribution Operations, Manager Area Design - The Woodlands, Texas

Mr. Singletary managed a department of management/supervisory personnel and professional and union technical employees and contractors servicing over 200,000 customers. Responsibilities included planning, designing, and managing all construction projects that involved new residential and large commercial customers, residential subdivisions, improvement, maintenance, and highway relocation projects totaling approximately \$20 million annually. Mr. Singletary reviewed and implemented codes, policies, and tariffs into projects and approved all projects for construction; reorganized the department and implemented processes that resulted in the highest design process scorecard ranking in the company; prepared and managed \$2.5 million annual departmental budget successfully and provided input for statewide construction budgets; and was the team lead and participant that identified and implemented process amendments throughout the company that improved estimate to construction variances to less than 10% and reduced material returns to less than 3%.

Bryan Texas Utilities, Engineering Services Supervisor - Bryan, Texas

Mr. Singletary managed a department of management/supervisory personnel and professional and technical employees and contractors. Responsibilities included securing, managing, and directing multiple overhead and underground contract construction crews; specification preparation, bid evaluation, and managing all materials and services contracts; evaluating new and existing construction techniques and materials, creating standards and implementation; system engineering and planning; investigation of new service requests; producing detailed drawings and instructions for all construction projects and substation breaker settings, specifying line sectionalizing devices and coordination, monitoring, and correcting feeder power factor; PCB testing and record keeping; voltage, power quality, and EMF issues; service restoration, and feeder balancing switching. Mr. Singletary managed the first ever in-house design, specification, and contractor construction supervision of distribution substation rebuild, reducing overall project cost. He produced and managed the first system device coordination study and subsequent system reconfiguration, increasing reliability.

Gulf States Utilities, Electrical Engineer - Conroe & Beaumont, Texas

Mr. Singletary was responsible for problem identification, equipment and installation specifications, and company and contract crew direction for improvement projects at existing facilities. He provided technical assistance and verification of company and industry standards, and prepared cost estimates for budget planning.

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Mike Prater, Director of Electric Utilities

ITEM/CAPTION:

AGREEMENT POWER-D UTILITY SERVICES LLC, IH-35 BETTERMENT

Consider an agreement with Power-D Utility Services LLC, for IH-35 Betterment Project, for an amount not to exceed \$66,000.00, and authorize the City Manager to execute the agreement. (Prater)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval, Contract/Agreement

BACKGROUND:

Proposal for Design and Associated Services for IH35 Betterment Project

Project Overview: As a result of TxDOT's actual ROW acquisition, not all of Sanger Electric's lines will need to be adjusted. It is prudent that these lines also be upgraded at this time as well to increase capacity on the entire circuits by 37%.

This project will involve rebuilding approximately 13,452 ft or .255 miles of existing circuit in place with 795MCM conductor and wood poles; rebuild approximately 3,900 ft or .74 miles of existing double circuit in place with 795MCM conductor and wood poles; reconductor approximately 690 ft of underbuild on CoServ's poles; replacing approximately 2,331 ft or .44 miles from steel poles to wood; building approximately 8,300 ft or 1.57 miles of new 795MCM conductor circuit with wood poles. Engineering services for this project will be the same except there will be no TxDOT reimbursement involvement.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

n/a

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

Compensation for Services rendered will be: \$66,000.00.

FUNDS:

n/a

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| Power-D Services Agreement IH35 Betterment Project | 3/16/2022 | Cover Memo |

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF SANGER AND
POWER-D UTILITY SERVICES**

THIS AGREEMENT is made and entered by and between **City of Sanger, Texas**, hereinafter referred to as "Sanger", and **Power-D Utility Services LLC**, a Texas corporation, hereinafter referred to as "Consultant" to be effective from and after the date as provided herein.

WITNESSETH

WHEREAS, Sanger desires to engage the services of a qualified consultant to assist in the design of the I-35 Electric Distribution Relocation; and

WHEREAS, Sanger finds that Consultant is the most qualified party to assist in the design of the assist in the design of the I-35 Electric Distribution Relocation;

WHEREAS, Consultant desires to render such services for Sanger upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

Sanger hereby agrees to retain Consultant to design the assist in the design of the I-35 Electric Distribution Relocation; and Consultant agrees to perform such services in accordance within the Scope of Services and the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Consultant shall perform such services as are further described in Exhibit "A" hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by Sanger but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Sanger and Consultant and may be terminated by either party with thirty (30) days' notice unless specified otherwise in Exhibit "A".

IV. COMPENSATION AND EXPENSES

Consultant shall be paid for performance of the Scope of Services as set forth in Exhibit "A".

V. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Sanger; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as

between Sanger and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Sanger and Consultant.

VI. ASSIGNMENT

Consultant agrees that this Agreement shall not be assigned without the prior written consent of Sanger, except to an Affiliate of Consultant. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Consultant, including, without limitation, any parent corporation controlling Consultant or any subsidiary that Consultant controls; (2) the surviving corporation resulting from the merger or consolidation of Consultant; or (3) any person or entity which acquires all of the assets of Consultant as a going concern. Consultant shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Consultant shall not subcontract the entirety of the Scope of Services to a single subcontractor without Sanger's consent. Consultant further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant from its full obligations to Sanger as provided by this Agreement.

VII. AUDITS AND RECORDS

Consultant agrees that Sanger or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, upon reasonable notice, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement. Consultant agrees that Sanger shall have access during normal working hours to all necessary Consultant's facilities and shall be provided adequate and appropriate work space.

VIII. CONTRACT TERMINATION

The parties agree that Sanger and Consultant shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to consultant or as specified in the Scope of Services as set forth in Exhibit "A". In the event of such termination, Consultant shall deliver to Sanger all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. In the event of termination by Sanger, Consultant shall be compensated in accordance with the terms of this Agreement.

IX. COMPLETE AGREEMENT

This Agreement, including the Exhibit "A" constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

X. AMENDMENTS

Amendments to this agreement may be made at any time upon agreement by Sanger and Consultant.

XIV. VENUE/GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.

XV. SUCCESSORS AND ASSIGNS

Consultant and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

XVI. SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

XVII. INSURANCE

The Vendor shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
- \$500,000 Disease-Policy Limit
- \$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage with a General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage
 Combined Single Limit: \$1,000,000

Prior to the execution of any awarded contract by the City, the successful Vendor shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger, Texas at 502 Elm Street, Sanger, Texas 76266.

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: 3/10/2022

POWER-D UTILITY SERVICES, LLC

BY: 

Robert Singletary
Manager/Partner

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

Hugh Coleman
City Attorney

Exhibit "A"
Scope of Services

POWER-D UTILITY SERVICES, LLC

February 8, 2022

Mr. Mike Prater
City of Sanger Electric
202 Railroad Ave.
Sanger, TX 76266

Re: Proposal for Design and Associated Services for IH35 Betterment Project, Sanger Texas.

Dear Mr. Prater:

Power-D Utility Services, LLC (“Power-D”) is pleased to submit this proposal for professional engineering services to assist The City of Sanger Electric (“Client”) with IH35 Electric Distribution Betterment Design and related services. The proposed scope of services, basis of compensation and schedule are outlined below for your review.

Power-D’s services are to be performed for the sole benefit of Client, who shall be responsible for payment of those services. When accepted by the signature of Client’s authorized representative, the authorization and the documents referenced herein shall constitute the entire agreement between Client and Power-D with respect to this project.

SCOPE OF SERVICES

Electric Distribution Facilities Design: Provide a design for the betterment of the existing City of Sanger Electric’s overhead and underground electric distribution facilities not required to be adjusted and/or relocated as a result of the expansion of IH35 in Sanger, Texas. The City of Sanger Electric facilities involved in this project include: rebuilding approximately 13,452 ft or 2.55 miles of existing circuit in place with 795MCM conductor and wood poles; rebuild approximately 3,900 ft or .74 miles of existing double circuit in place with 795MCM conductor and wood poles; reconductor approximately 690 ft of underbuild on CoServ’s poles; replacing approximately 2,331 ft or .44 miles from steel poles to wood; building approximately 8,300 ft or 1.57 miles of new 795MCM conductor circuit with wood poles. Duties will include identifying all existing facilities, developing a plan and design, and preparing detailed construction drawings. Final construction drawings will be stamped and signed by a Licensed Professional Engineer. Duties will also include providing all drawing necessary for any TxDOT permitting requirements.

Construction Bid Package: Prepare and assemble all bid, construction, and material specifications documents, forms, drawings, and any other items needed for a complete package ready to solicit for bids. Evaluate all bids received and make recommendations as to awarding the bid. Prepare Notice to Proceed to successful bidder.

Staking Services: Provide field construction staking of all new proposed facilities.

Construction Phase Services: Inspect all installed facilities to be as specified, review and approve material submittals, review and approve contractor invoices, conduct regular scheduled meetings with contractor and Sanger Electric to review progress, schedule, and address any issues.

Assumptions

- The City of Sanger Electric will provide TxDOT drawings in AutoCAD format showing: existing and new rights of way, existing City of Sanger overhead electric facilities, and proposed ditches, culverts and all other below grade structures to be installed by TxDOT for this project. Drawings will also show profile elevations of finished road surface and ditches from the edges of the ROW.
- The exact location of the new ROW shall be staked by TxDOT’s surveyor prior to design and staking.
- Construction Phase services will have no more than 10 site visits and will be combined with the reimbursable project Construction Phase Services.

- The cost of design service is for one design plan and staking trip. If plans change and/or re-design and/or re-staking is desired, I will provide the cost for additional work prior to committing to that work.

COMPENSATION FOR SERVICES

| | |
|--|-------------|
| Electric Distribution Facilities Design ----- | \$50,000.00 |
| Construction Bid Package ----- | \$5,000.00 |
| Staking Services ----- | \$6,000.00 |
| Construction Phase Services ----- | \$5,000.00 |

Compensation for Services rendered will be: **\$66,000.00**

Invoicing will be monthly based on percentage completion of all services.

SCHEDULE OF SERVICES

Power-D is authorized to begin work on this project immediately upon receipt of Client’s authorization. The project can be completed within Client’s timeframe or in accordance with a schedule provided by the Client.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please provide an authorization to begin work or indicate your acceptance by signing in the space provided below and return one original to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services is appreciated and we look forward to serving you on this project.

Sincerely,

POWER-D UTILITY SERVICES, LLC



Robert Singletary, P.E.
Manager/Partner

This Proposal Accepted By:

THE CITY OF SANGER

Signature

Print Name

Title

Date of Authorization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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

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

| | |
|---|---|
| PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018 | CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Power-D Utility Services LLC 311 Fishermans Bend Dr Pointblank TX 77364 | |

COVERAGES

CERTIFICATE NUMBER: 66681840

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | BLS58489433 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAS58489433 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | XWS58489433 | 4/30/2021 | 4/30/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

The City of Sanger, TX and its Affiliates and their respective directors, officers, managers, representatives, agents and employees are Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary and we will not ask for Contribution of the policy issued to the Additional Insured. Waiver of Subrogation Applies.

CERTIFICATE HOLDER**CANCELLATION**

The City of Sanger, TX
 502 Elm Street
 Sanger TX 76266

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

AUTHORIZED REPRESENTATIVE

Molly McCallum

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

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

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| | | |
|---|---|-----------------------|
| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022 | CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hiscox Insurance Company Inc | 10200 | |
| INSURED Power-D Utility Services, LLC 311 Fishermans Bend Dr Pointblank, TX 77364 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |
| | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|------------------------------|----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | P100.023.792.5 | 01/01/2022 | 01/01/2023 | Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

City of Sanger, TX
 502 Elm Street
 Sanger, Texas 76266

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

AUTHORIZED REPRESENTATIVE

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AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Donna Green Director of Marketing & Civic Engagement

ITEM/CAPTION:

RESOLUTION FOR SANGER CITYWIDE GARAGE SALE

Consider Resolution No. 2022-3 designating April 23, 2022 as the day of the 2022 Sanger Citywide Garage Sale. (Green)

AGENDA TYPE: Regular

ACTION REQUESTED: Resolution

BACKGROUND:

Each year the City of Sanger allows residents to participate in a city-wide garage sale with permit fees waived for this one-day event. Due to COVID, the event was not held the last couple of years.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

na

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

na

FUNDS:

na

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of resolution 2022-3 designating Saturday, April 23, 2022 as the day for the Citywide Garage Sale. In the event of inclement weather, the Rain Date would be Saturday, April 30, 2022.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------|-------------|------|
|-------------|-------------|------|

RESOLUTION # 2022-3

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANGER, TEXAS, DESIGNATING APRIL 23, 2022 AS THE DAY OF THE 2022 SANGER CITYWIDE GARAGE SALE.

WHEREAS, the City desires to encourage commerce and provide opportunities for residents to improve the condition of their property; and

WHEREAS, the City Council adopted an ordinance providing for a citywide garage sale on a designated Saturday in the spring (March, April, May); 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 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 Saturday, April 23, 2022, is designated as the day of the 2022 Sanger Citywide Garage Sale. In the event of inclement weather, the Rain Date will be Saturday, April 30, 2022.

SECTION 3. This resolution shall become effective immediately upon its passage and approval.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Sanger, Texas, on this 4th day of April 2022.

ATTEST:

APPROVED:

Kelly Edwards, City Secretary

Thomas E. Muir, Mayor

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

BLUE STAR - ZONING CHANGE - PH

Conduct a Public Hearing on a request for a zoning change from A (Agricultural District) to I-1 (Industrial 1 District) for approximately 15.69 acres of land described as A0725A S.F. Lynch, TR 13A within the city of Sanger and generally located on the east side of I-35 and approximately 2150 feet south of the intersection of Chisam Road and I-35. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is proposing to rezone the subject property of approximately 15.69 acres from Agricultural (A) to Industrial 1 (I-1) zoning. The subject property is located along the I-35 corridor. This property was recently annexed into the City of Sanger and currently has placeholder Agricultural zoning. All of the surrounding properties are currently zoned Industrial 1. The property is part of a large Industrial Park that is being developed. This property appears to have been a donut hole that was left out of an earlier annexation and zoning.

Staff mailed 8 letters to surrounding properties and received one letter in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

BLUE STAR - ZONING CHANGE

Consider Ordinance No. 04-07-22 regarding a zoning change from A (Agricultural District) to I-1 (Industrial 1 District) for approximately 15.69 acres of land described as A0725A S.F. Lynch, TR 13A and generally located on the east side of I-35 and approximately 2150 feet south of the intersection of Chisam Road and I-35. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is proposing to rezone the subject property of approximately 15.69 acres from Agricultural (A) to Industrial 1 (I-1) zoning. The subject property is located along the I-35 corridor. This property was recently annexed into the City of Sanger and currently has placeholder Agricultural zoning. All of the surrounding properties are currently zoned Industrial 1. The property is part of a large Industrial Park that is being developed. This property appears to have been a donut hole that was left out of an earlier annexation and zoning.

Staff mailed 8 letters to surrounding properties and received one letter in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The Planning & Zoning Board recommended APPROVAL.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

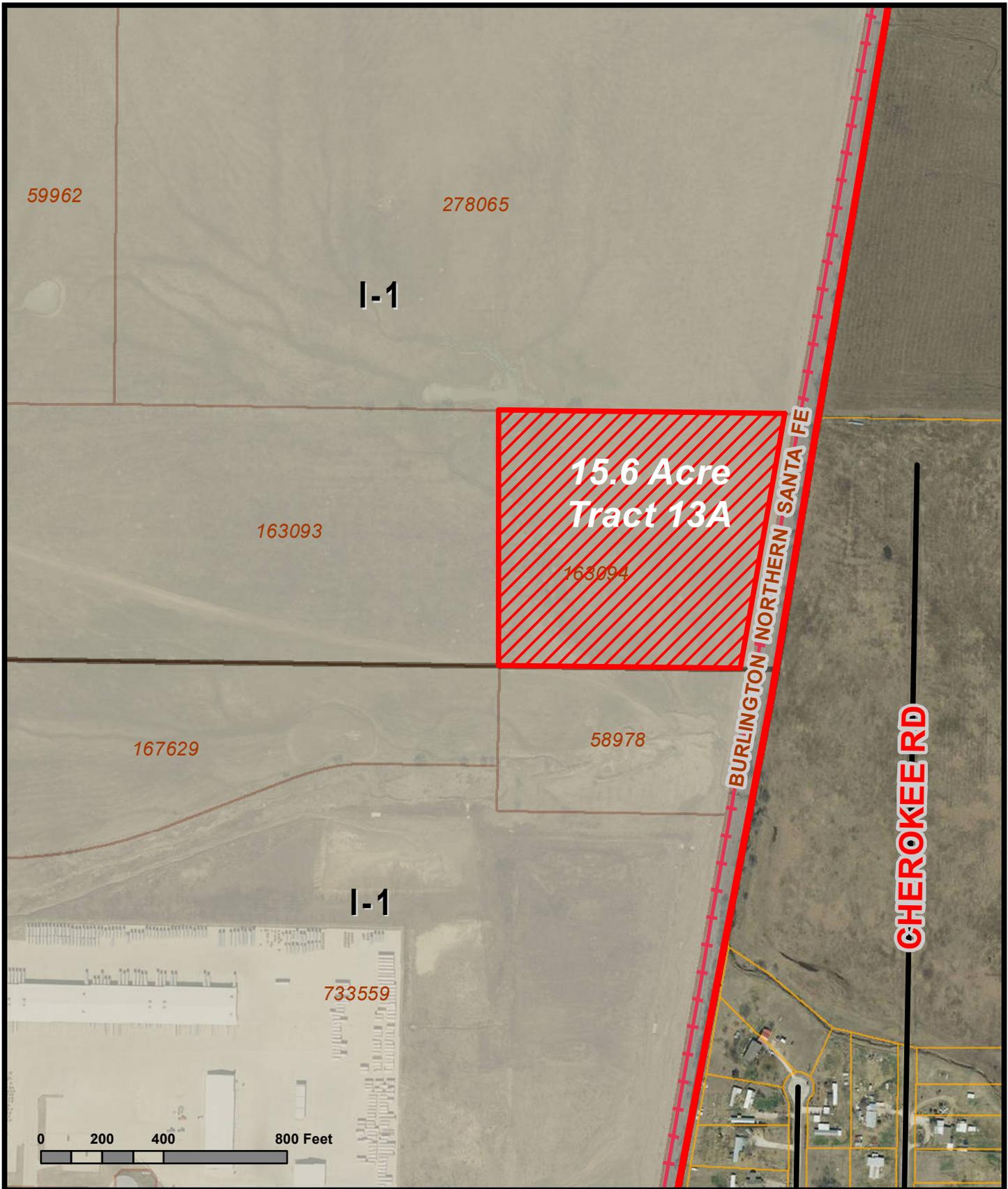
N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|-------------|------------|
| Location Map | 3/16/2022 | Cover Memo |
| Application | 3/16/2022 | Cover Memo |
| Letter of Intent | 3/16/2022 | Cover Memo |
| I-1 Regulations | 3/16/2022 | Cover Memo |
| Ordinance 04-07-22 | 3/16/2022 | Cover Memo |
| Exhibit A | 3/16/2022 | Cover Memo |
| Comment Response Form - In Favor | 3/16/2022 | Cover Memo |



SANGER
TEXAS

Location Exhibit: Blue Star Industrial
Zoning Change - Tract 13A, 15.69 Ac,
Project Number: 21SANZON-0023

CityLimits Exhibits I-1 Light Industrial

DISCLAIMER:
This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
Date: 2/21/2022 2:07:42 PM
Doc Name: 21SANZON-0023_Blue Star_15AcreTract13A_Zoning Change





ZONING CHANGE/SUP APPLICATION

Zoning Change

Specific Use Permit

| Applicant | Owner (if different from applicant) |
|------------------------------------|---------------------------------------|
| Name: Matt Moore | Name: |
| Company: Claymoore Engineering | Company: Sanger Texas Industrial, LLC |
| Address: 301 S. Coleman, Suite 40 | Address: One Cowboys Way |
| City, State, Zip Prosper, TX 75078 | City, State, Zip Frisco TX 75034 |
| Phone: 817-201-6982 | Phone: |
| Fax: | Fax: |
| Email: Matt@claymooreeng.com | Email: |

Submittal Checklist

| | |
|--|---|
| | Site Plan (for Specific Use Permits Only) |
| | One (1) PDF Copy of Site Plan |
| | Survey with Metes and Bounds Description |
| | Letter of Intent |
| | Application Fee (Check Payable to City of Sanger) |

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):
 135 Sanger TX, 278 Acres

Describe the proposed zoning change or Specific Use Permit (SUP):
 A multiphase industrial sub-division

Owner Signature

Date

Applicant Signature

Date

Office Use

| | |
|--|------|
| | Fee |
| | Date |

City of Sanger
 201 Bolivar / P.O Box 1729
 Sanger, TX 76266

940-458-2059 (office) 940-458-4072 (fax) www.sangertexas.org

Effective Date: 9/03/2019



ZONING CHANGE/SUP APPLICATION

A request for rezoning is a proposed amendment to the Official Zoning Map. The zoning district boundaries on the Official Zoning Map can be amended through the adoption of an ordinance by the City Council. A request to rezone property must include the contents listed below. The City of Sanger will act on the request through the process described herein.

SUBMITTAL REQUIREMENTS:

- Letter of Intent
- Site Plan (required for Specific Use Permits only)
- Survey with Metes and Bounds Description
- Application form signed by the owner and describing the property
- Application Fee

APPLICATION FEES: The application fee covers part of the cost for the city to review and act on the rezoning request, including providing notice of the public hearings as required by law. The application fee is non-refundable.

- Zoning Change
 - Up to 5 acres: \$250.00
 - 5+ acres to 25 acres: \$400.00
 - 25+ acres to 50 acres: \$600.00
 - 50+ acres: \$800.00
- Specific Use Permit
 - Flat \$250.00

SUBMITTAL DEADLINES: The deadline for zoning application is 26 days prior to the Planning & Zoning Commission meeting. This provides adequate time to publish and mail the required notices for the public hearings. Meeting dates and deadlines are sometimes adjusted for holidays. Consult the published schedule and city staff for more information.



ZONING CHANGE REQUEST PROCESS

The process for considering and acting on a request for an amendment to the Official Zoning Map involved the following steps:

1. **Pre-Application Consultation:** A pre-application consultation with the city staff is recommended for all proposed map amendments. Staff can describe the review process and the criteria used for considering proposed map amendments.
2. **Application:** The completed application, letter of intent, description of the property, and application fee should be submitted to the Department of Development Services on or before the deadline.
3. **Public Notification:** State law and the Zoning Ordinance require the public to be notified of the public hearings that the Planning & Zoning Commission and the City Council will conduct on the proposed rezoning. Notice of the public hearing must be published in the newspaper at least fifteen (15) days prior. Notification of the public hearing is also mailed to the owners of the property within 200 feet of the proposed rezoning at least ten (10) days prior.
4. **Planning & Zoning Commission:** The Planning & Zoning Commission will hold at least one (1) public hearing on the proposed rezoning. The applicant is expected to address the Commission to describe the proposed rezoning and answer questions. During the public hearing, anyone in attendance may address the Commission with comments and questions. City Staff will prepare a report for the Commission and possibly make a recommendation to the Commission. After the public hearing, the Commission will prepare a report making a recommendation to the City Council.
5. **City Council:** The City Council will hold a separate public hearing on the proposed rezoning. The applicant is expected to address the Council to describe the proposed rezoning and answer questions. During the public hearing, anyone in attendance may address the Council with comments and questions. The City Council can approve the proposed rezoning by adopting an ordinance.

SPECIFIC USE PERMIT REQUEST PROCESS

The process for considering and acting on a request for a Specific Use Permit is identical to the process for a zoning change. A site plan is required to be submitted along with the application and letter of intent.



ZONING CHANGE REQUEST CRITERIA

The Zoning Ordinance sets the following criteria for the consideration of changes to the Official Zoning Map.

In making its determination, the Planning & 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.

If the Planning & Zoning Commission recommends denial of the proposed amendment to the Official Zoning Map, a $\frac{3}{4}$ majority vote of the City Council is required to approve it (four (4) votes to approve from the five (5) City Council members).

A request that has been denied may be resubmitted at any time, unless it is denied with prejudice, triggering a one (1) year waiting period.

A $\frac{3}{4}$ favorable vote of the City Council can also be required if the proposed change is properly protested by the owner(s) of twenty percent (20%) of the area to be changed or the area within 200 feet of the proposed change.



SPECIFIC USE PERMIT CRITERIA

In recommending that a Specific Use Permit for the premises under consideration be granted, the Planning & 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.

In granting a Specific Use Permit, the City Council may impose conditions which shall be complied with by the owner guarantee before a certificate of occupancy may be issued by the building inspector 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.

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 & Zoning Commission and City Council. No public hearing is necessary for site plan approval.

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 to any other action taken relating to such specific use permit.

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.



GUIDELINES FOR LETTER OF INTENT

All rezoning applications should include a Letter of Intent. The Letter of Intent is the applicant's opportunity to describe and justify the proposed zoning change to the City Staff, the Planning & Zoning Commission, the City Council, and the public at large. The Commission and Council will receive copies of the letter prior to the public hearings.

Recommended content for a Letter of Intent:

- Describe the area proposed for rezoning. The description can include any or all of the following:
 - Metes and bounds description, such as a survey
 - Legal description, such as a tract and abstract, or a lot, block, and subdivision
 - Physical address
 - Location (southwest corner of This Street and That Road, across the street from Landmark)
 - Denton Central Appraisal District reference numbers
 - Acreage or square footage of property
 - If only a portion of tract, lot, or property is requested for rezoning, a detailed description of the portion is required.
- Identify the current zoning district the property is within
- Identify the zoning district the applicant is requesting for the property
- Describe the current physical condition of the property, such as existing buildings, parking lots, trees, or unusual features
- Describe the reason(s) why the applicant is requesting a rezoning. Review the criteria the city will use to review requested rezoning's.
- Contact information for the applicant or representative. This can be the owner, the prospective buyer, or someone else designated as point of contact.

GUIDELINES FOR SITE PLAN OF SPECIFIC USE PERMIT REQUESTS

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
- location and construction of signs
- size, height, construction materials and locations of buildings, and uses to be permitted
- visual screening such as walls, landscaping, and fences
- means of ingress and egress to public streets
- the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two (200) hundred feet.

The Planning & Zoning 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.



August 25, 2021

Planning Dept.
City of Sanger
502 Elm Street
Sanger, Texas 76266

Re: Zoning Request – L-1
SEC of I-35 and Chisam Road
Letter of Intent

To Whom It May Concern,

Please let this letter serve as the Letter of Intent for the Zoning request associated with a proposed multi-lot industrial development located at the SEC of I-35 and Chisam Road. The Zoning district requested is L-1, Light Industrial. Also requested concurrently is a preliminary plat application, which is accompanied by preliminary engineering, a traffic study, and a flood study.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.
1903 Central Drive Ste. 406
Bedford, TX 76021
817-281-0572

A handwritten signature in blue ink that reads "Drew Donosky".

Drew Donosky, P.E.

SECTION 25
"I-1" INDUSTRIAL DISTRICT

General Purpose and Description: The I-1 District is established to accommodate those uses which are of a non- nuisance type located in relative proximity to residential areas, 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. Development in the I-1 District is limited primarily to certain wholesale and jobbing commercial uses and certain industrial uses, such as the fabrication of materials, and specialized manufacturing and research institutions, all of a non- nuisance type. No use or types of uses specifically limited to the I-2 District may be permitted in the I-1 District.

25.1 Use Regulations: Uses permitted in the I-1 District are subject to the following conditions:

1. 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.
2. 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.
3. Permitted uses in the I-1 District shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence.
4. Permitted uses in the I-1 District shall produce no noise exceeding in intensity, at the boundary of the property, the average intensity of noise of street traffic.
5. Permitted uses in the I-1 District shall not create fire hazards on surrounding property.

Permitted uses in the I-1 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. Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons, and kitchen utensils;
12. Milk and ice cream processing.
13. Mobile home sales.
14. Musical instruments;
15. Orthopedic and medical appliances, such as artificial limbs, braces, supports, and stretchers;
16. Repair of farm, household, office machinery or equipment;
17. Scientific and precision instruments (manufacturing of);
18. Sheet metal shops;
19. 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 stations;
- (e) Telephone exchanges, microwave relay towers, telephone transmission equipment buildings and service yards;
- (f) Privately owned water pumping stations and water reservoirs;
- 20. Radar installations and towers;
- 21. Radio and television studios and stations;
- 22. Schools, trade.
- 23. Storage and warehousing establishments.
- 24. Storage yards, but not including junkyards;
- 25. Swimming pool (manufacturing of).
- 26. Trailer sales and rental, for use with private passenger motor vehicles;
- 27. Weighing stations;
- 28. Wholesaling establishments;
- 29. Accessory uses, including but not limited to temporary buildings for construction purpose for a period not to exceed the duration of such construction;
- 30. 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;
- 31. 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;
- 32. Other uses as listed in [Section 30](#) of this ordinance.

The following specific uses shall be permitted in the I-1 District when granted in accordance with [Section 31](#):

- 1. Railroad freight terminals, railroad switching and classification yards, repair shops, and roundhouses.
- 2. Stadiums, auditoriums, and arenas.
- 3. Other uses as listed in [Section 30](#) of this ordinance.

(Ordinance 015-87 adopted 8/3/87)

25.2 Height Regulations: Maximum height of two hundred feet for radio communications towers, and one hundred (100) feet for all other structures. (Ordinance 08-28-11 adopted 8/1/11)

25.3 Area Regulations:

1. Size of Yards:

- a. Front Yard: Minimum required, twenty (20) feet.
- b. Side Yard: Minimum side yard of ten (10) feet except 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 adjacent to the residential district's property line.
- c. Rear Yards: There shall be a rear yard of 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.

25.4 Parking Regulations: Required off-street parking shall be provided in accordance with the specific uses set forth in [Section 32](#).

ORDINANCE # 04-07-22

AN ORDINANCE OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REZONING APPROXIMATELY 15.69 ACRES OF TRACTS DESCRIBED AS A0725A S.F. LYNCH, TR 13A, 15.69 ACRES, FROM “A” AGRICULTURAL TO “I-1” INDUSTRIAL– 1; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for rezoning was submitted with the City of Sanger, Texas, concerning the hereinafter described property;

WHEREAS, due notice of hearings were made in the time and manner prescribed by law and the Planning and Zoning Commission of the City of Sanger, Texas, duly covered and conducted public hearing for the purpose of assessing a request for rezoning from Agricultural to Industrial – 1 on the hereinafter described property located in the City of Sanger, Texas;

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

SECTION 1. That the legal description of the tracts zoned herein is generally described as **A0725A S.F. LYNCH, TR 13A, 15.69 ACRES.**

SECTION 2. That the subject property described in Exhibit A, and generally located on the east side of I-35 and approximately 2150 feet south of the intersection of Chisam Rd and I-35, is rezoned from Agricultural (A) to Industrial – 1 (I-1), as illustrated in Exhibit A.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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 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 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 cases provide.

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

APPROVED:

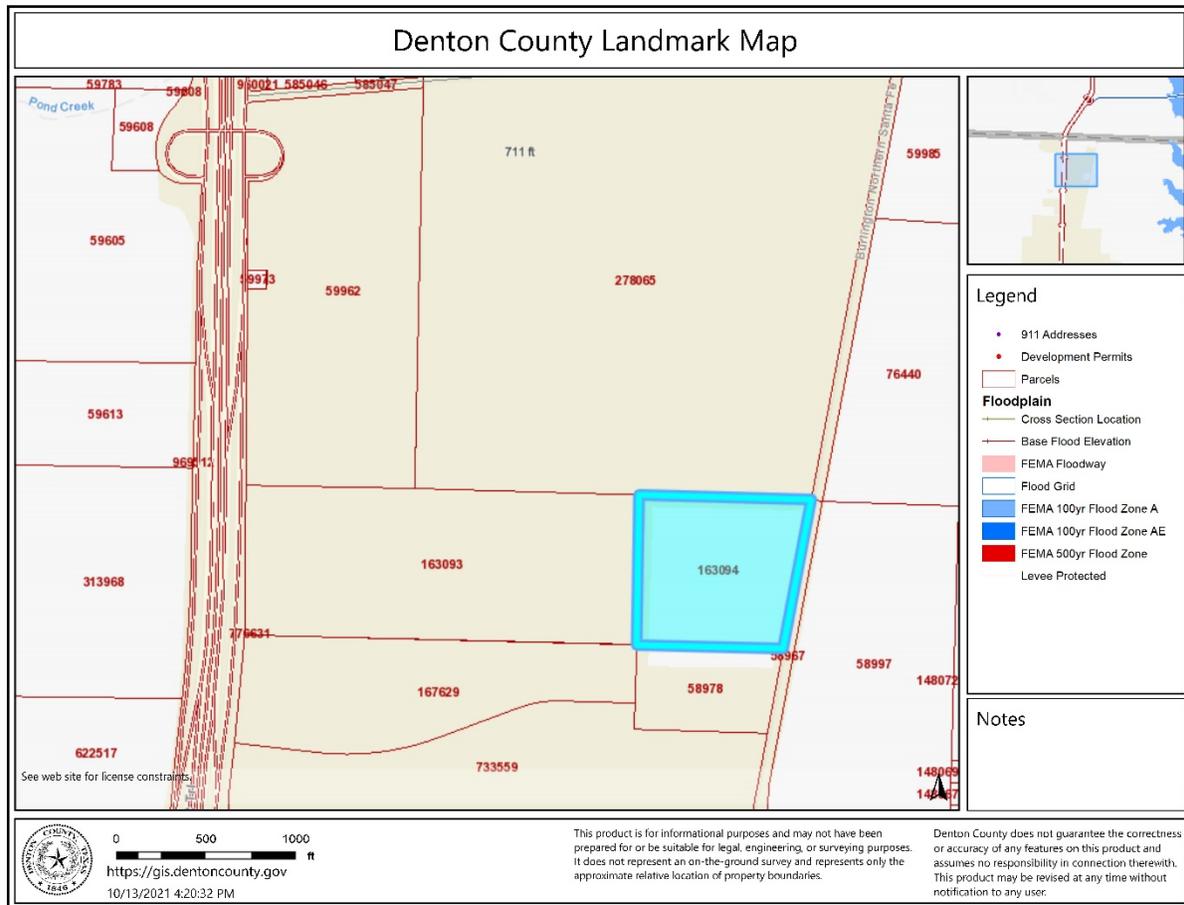
Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

Exhibit A

Being approximately 15.6924 acres of land out of the B.F. LYNCH SURVEY, ABSTRACT NUMBER 725 situated in Denton County, Texas, being a portion of a called Tract 1- 211.36 acre tract of land conveyed to Sanger Texas Industrial, LLC and Webb Industrial, LLC by deed of record in Document Number 2021-85260 of the Official Records of Denton County, Texas, also known as Denton County Appraisal District Parcel Number 163094, Tract 13A:



Response Form

21SANZON-0023

Zoning Change from Agricultural to Industrial 1

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

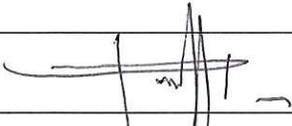
Project No: 21SANZON-0023/ Zoning Change from Agricultural to Industrial 1

Please circle one: In favor of request Opposed to request

Comments:

NONE

Signature



Printed Name

RITO M. SEPE



Printed Name

MARIA JEANNIE V. SEPE

Mailing Address

221 LAKESIDE DRIVE

City, State, Zip

SHADY SPRINGS, TX 76208

Phone Number

214.995.3614

Email Address

jvtc23@hofmail.com

Physical Address of Property within 200 feet

A0725a SF. Lynch, Tr 2, 2a

MELTON ROAD, SANGER TX 76266

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Donna Green Director of Marketing & Civic Engagement

ITEM/CAPTION:

SPECIAL EVENT VENDOR FEES

Consider Ordinance 04-12-22 amending the fee schedule, Appendix A, Fee Schedule, Section 7.700 Vendor Fees and adding Section 7.071 Special Event Vendor Fees.

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

Currently, the ordinance doesn't include a fee schedule for vendors at special events. Proposing the following fee schedule so that local vendors can participate and support our City events.

7.701 Special Event Vendors be added to state: Vendors utilizing City property for a City-sponsored special event. Shall be required to obtain a permit from the director of parks and recreation and be subject to the following fee schedule.

- (a) 10x10 food booth is set to \$65;
 - (b) 10x20 food booth is \$85;
 - (c) 10x10 merchandise booth space is \$50;
 - (d) 10x20 merchandise booth space is \$65.
 - (e) Booth space for non-food items that require no exchange of money is \$25 for a 10x10 booth space.
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Reviewed by legal.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

Fees would cover the administrative cost of marking the spaces and administration.

FUNDS:

na

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the proposed Special Events Vendor Fee Schedule.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------|-------------|------------|
| ORD 04-12-22 | 3/22/2022 | Cover Memo |

CITY OF SANGER, TEXAS

ORDINANCE 04-12-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, (VENDOR AMENDMENT #1) AMENDING THE FEE SCHEDULE, APPENDIX A, FEE SCHEDULE, SECTION 7.700 VENDORS FEES AND ADDING SECTION 7.70, SPECIAL EVENT VENDORS FFES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; 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 approved Ordinance 7.700 adopting the vendor fee for the 2020-2021 Fiscal Year on September 21, 2020; and

WHEREAS, the City of Sanger wishes to allow additional opportunities for a vendor to participate in community events; and

WHEREAS, the City of Sanger has considered the costs associated with the regulated vendor who seeks to sell food, drinks, or merchandise; and

WHEREAS, the City of Sanger has determined that the fees proposed are sufficient to cover the City’s expenses; 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 AMENDS :

SECTION 1. That Section 7.700 be amended as follows:

7.700 Vendors

- (a) Vendors utilizing City property, not related to a City-sponsored special event, shall be required to obtain a permit from the director of parks and recreation and a \$100 fee.

7.701 Special Event Vendors be added to state: Vendors utilizing City property for a City-sponsored special event. Shall be required to obtain a permit from the director of parks and recreation and be subject to the following fee schedule.

- (a) 10x10 food booth is set to \$65;
- (b) 10x20 food booth is \$85;
- (c) 10x10 merchandise booth space is \$50;
- (d) 10x20 merchandise booth space is \$65.
- (e) Booth space for non-food items that require no exchange of money is \$25 for a 10x10 booth space.

SECTION 2. Vendor fee schedule during the 2021-2022 Fiscal Year shall be made in accordance with the amended ordinance approved herein unless otherwise authorized by a duly enacted ordinance of the City and said vendor fee schedule 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 same would have been enacted by the City Council without the incorporation in this Ordinance or 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 21st day of March 2022.

ATTEST:

Kelly Edwards, City Secretary

APPROVED:

Thomas E. Muir, Mayor

APPROVED TO FORM:

Hugh Coleman, City Attorney

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

PARKBROOK - ZONING CHANGE - PH

Conduct a Public Hearing for a zoning change and conceptual plan from R-1 (Residential 1) to PD (Planned Development) of approximately 19.1 acres land described as Marion Point Acres Block A, Lot 1A, 2A, 3A, 4A, 5A, 6A, 7A, and 8A within the city of Sanger and generally located on the east side of Marion Rd and approximately 1181 feet north of the intersection of Marion Rd and FM 455.. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is proposing to rezone the subject property of approximately 19.1 acres from R-1 (Residential 1) to PD (Planned Development) zoning. The subject property is located along Marion Rd. This development was previously platted at Parkbrook. The development is currently made up of 8 lots ranging in size from 1.29 acres to 3.34 acres. The property is owned by Sanger Circle Properties and is currently vacant except for a detention pond on south property line.

The applicant is wanting to create a Planned Development that would include approximately 33 single family residential lots, 44 townhome lots along with 3 open lots. The residential lots will keep the same base regulations of the R-1 District. The minimum lot area is 6500 sq ft and the minimum dwelling size is 2000 sq ft. The townhome lots would be a minimum of 2600 sq ft and the minimum dwelling size would be 1600 sq ft. With this development a street will be connected to Sanger Estates which will give both developments a second point of access.

Staff mailed 29 letters and received no letters in response.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

PARKBROOK - ZONING CHANGE

Consider Ordinance No. 04-08-22 regarding a zoning change from R-1 (Residential 1) to PD (Planned Development) of approximately 19.1 acres land described as Marion Point Acres Block A, Lot 1A, 2A, 3A, 4A, 5A, 6A, 7A, and 8A within the city of Sanger and generally located on the east side of Marion Rd and approximately 1181 feet north of the intersection of Marion Rd and FM 455. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is proposing to rezone the subject property of approximately 19.1 acres from R-1 (Residential-1) to PD (Planned Development) zoning. The subject property is located along Marion Rd. This development was previously platted as Parkbrook. The development is currently made up of 8 lots ranging in size from 1.29 acres to 3.34 acres. The property is owned by Sanger Circle Properties and is currently vacant except for a detention pond on south property line.

The applicant is wanting to create a Planned Development that would include approximately 33 single family residential lots, 44 townhome lots along with 3 open lots. The residential lots will keep the same base regulations of the R-1 District. The minimum lot area is 6500 sq ft and the minimum dwelling size is 2000 sq ft. The townhome lots would be a minimum of 2600 sq ft and the minimum dwelling size would be 1600 sq ft. With this development a street will be connected to Sanger Estates which will give both developments a second point of access.

Staff mailed 29 letters and received no letters in response.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The Planning & Zoning Board recommended DENIAL.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

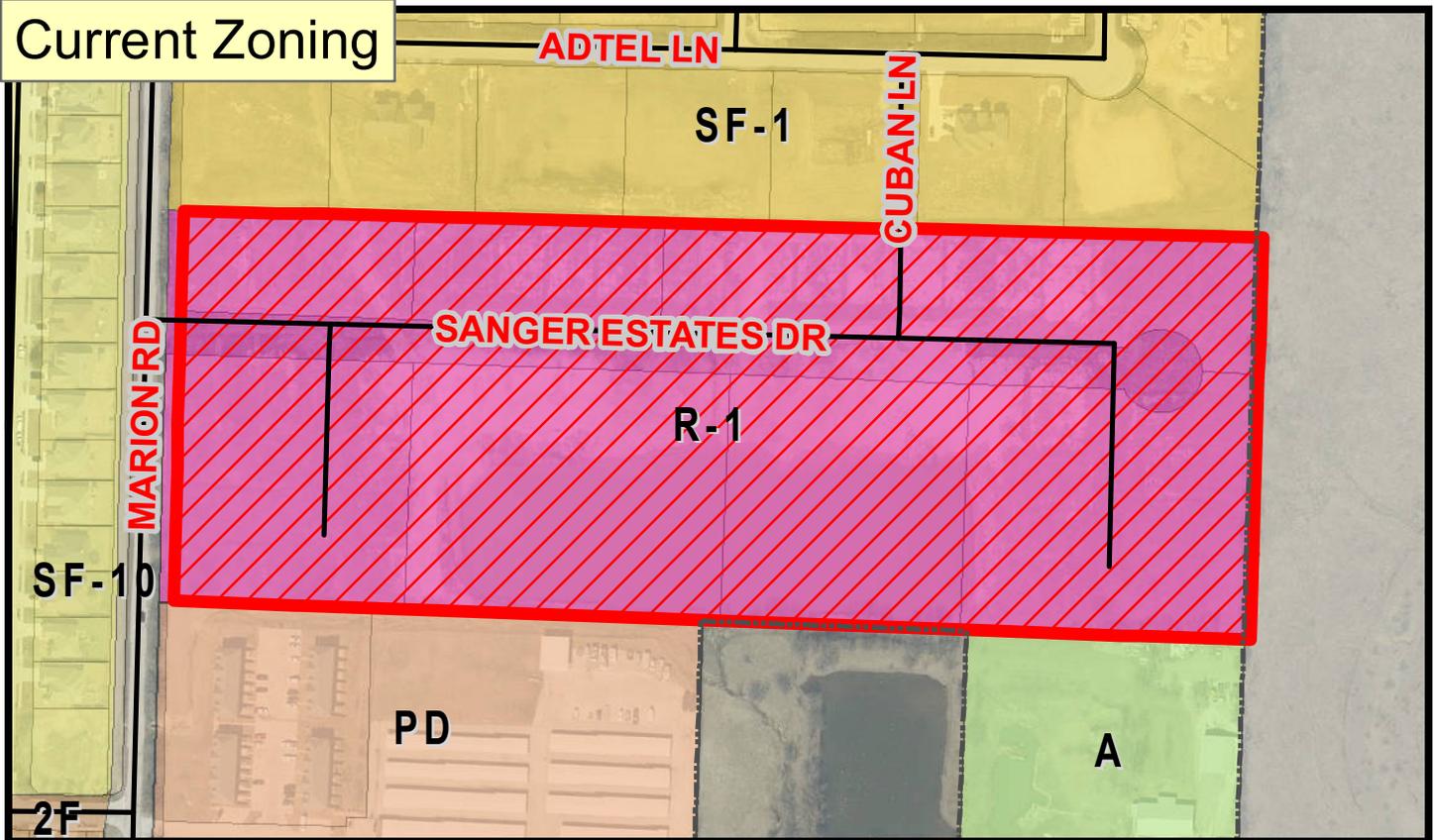
STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

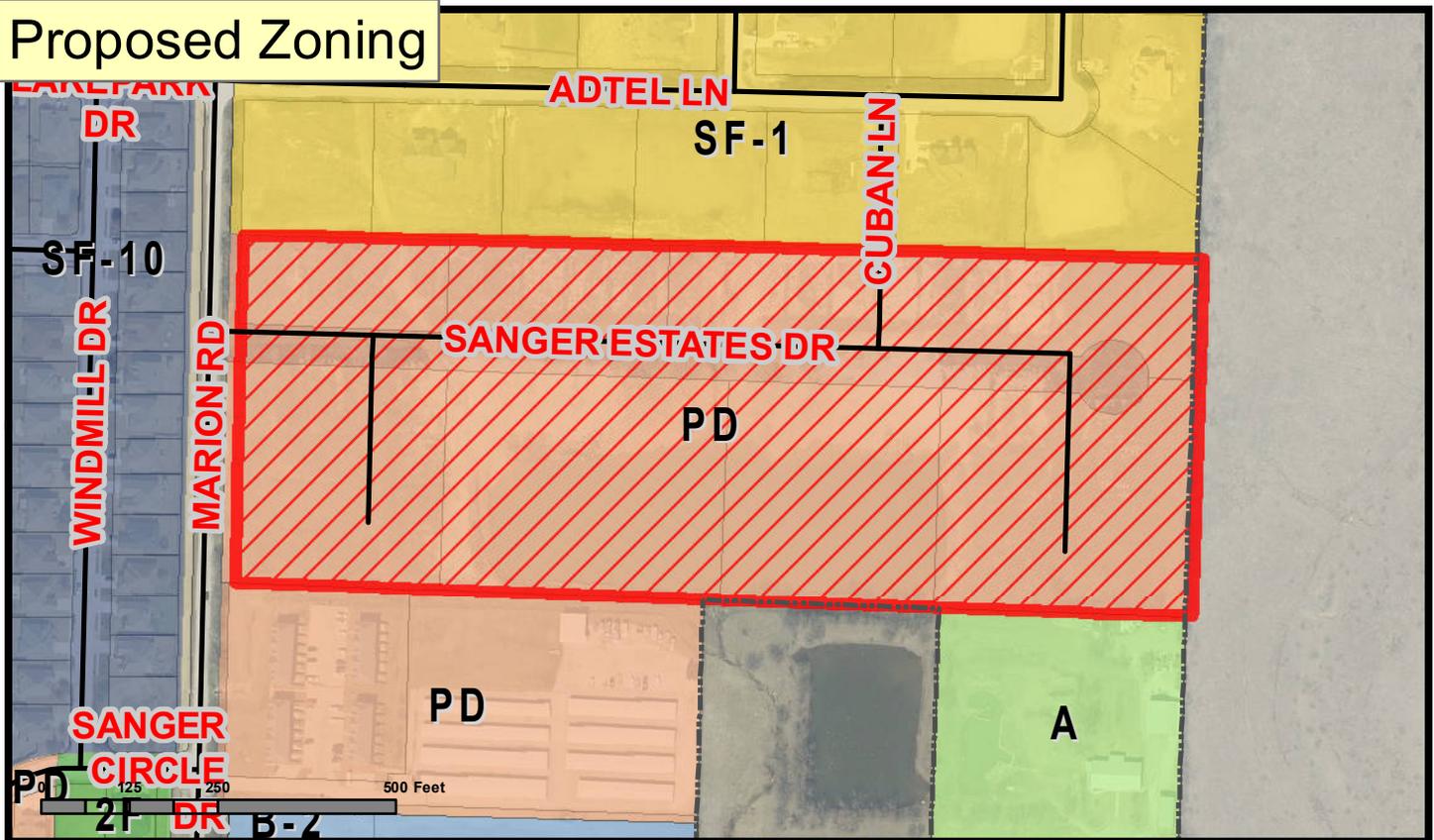
ATTACHMENTS:

| Description | Upload Date | Type |
|---------------------|-------------|------------|
| Location Map | 3/16/2022 | Cover Memo |
| Application | 3/16/2022 | Cover Memo |
| Letter of Intent | 3/16/2022 | Cover Memo |
| Ordinance #04-08-22 | 3/31/2022 | Cover Memo |

Current Zoning



Proposed Zoning



Location: Parkbrook PD Zoning change request
 Project: 22SANZON-0003

 City Limits  Exhibits

DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.



SANGER

★ TEXAS

ZONING CHANGE/SUP APPLICATION

Zoning Change / PD

Specific Use Permit

| Applicant | Owner (if different from applicant) |
|---|---|
| Name: <u>STROMT HOMER</u> | Name: <u>ED MCBIRNEY</u> |
| Company: <u>HOMER ENGINEERING</u> | Company: <u>SANGER CIRCLE PROPERTY, LP</u> |
| Address: <u>PO BOX 294527</u> | Address: <u>3015 COUNTRY SQUARE RD, #1045</u> |
| City, State, Zip: <u>LEWISVILLE, TX 75029</u> | City, State, Zip: <u>CARROLLTON, TX 75006</u> |
| Phone: <u>972-906-9985</u> | Phone: <u>214-226-1323</u> |
| Fax: <u>972-906-9987</u> | Fax: <u>-</u> |
| Email: <u>STROMT@HEI.US.COM</u> | Email: <u>MCBIRNEY@YAHOO.COM</u> |

Submittal Checklist

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Site Plan (for Specific Use Permits Only) |
| <input checked="" type="checkbox"/> | One (1) PDF Copy of Site Plan |
| <input checked="" type="checkbox"/> | Survey with Metes and Bounds Description |
| <input checked="" type="checkbox"/> | Letter of Intent |
| <input checked="" type="checkbox"/> | Application Fee (Check Payable to City of Sanger) |

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

PROPOSED REZONING TO PD TO ALLOW

FOR 44 TOWNHOME UNITS, 33 SINGLE FAMILY UNITS AND 3

Describe the proposed zoning change or Specific Use Permit (SUP):

COMMON AREA LOTS

19.51 ACRES LOCATED ON THE EAST SIDE OF MARION ROAD

APPROXIMATELY 315 FEET NORTH OF SANGER CIRCLE DRIVE

Owner Signature

Date

1-19-22

Applicant Signature

Date

1-19-22

Office Use

| | |
|--|------|
| | Fee |
| | Date |

City of Sanger
201 Bolivar / P.O. Box 2729
Sanger, TX 76265

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org

Effective Date: 9/03/2019



HOMEYER
ENGINEERING, INC.
CIVIL ENGINEERING • PLATTING
SITE & LAND PLANNING

January 19, 2022

City of Sanger
Mayor and City Council
502 Elm Street
Sanger, Texas 76266

RE: Letter of Intent for Zone Change Request for Parkbrook at Sanger Circle Subdivision

Dear Mayor and Council Members,

On behalf of our client, Homeyer Engineering, Inc. is submitting this zone change request for Parkbrook at Sanger Circle (19.51 acres), located east of Marion Road and approximately 315 feet north of Sanger Circle Drive. The subject property is currently vacant with the exception of a detention pond that was constructed on the south property line as part of the existing Sanger Circle Estates project developed immediately to the north of said property. The existing pond is being redesigned to eliminate the normal water surface elevation. When completed, the proposed pond will not retain water and will be dry during non-storm conditions.

The proposed subdivision consists of 77 residential lots (44 townhome lots and 33 single family lots) and 3 private drainage lots. The property is currently zoned Residential District 1 (R-1) with a minimum lot area of 6,500 square feet and minimum dwelling size of 2,000 square feet. The proposed Planned Development zoning proposes to keep the same R-1 base zoning for the single family lots, but to allow for a minimum lot area of 2,600 square feet and a minimum dwelling size of 1,600 square feet for the townhome lots. The proposed development will include public improvements for streets, water, sanitary sewer and storm drainage. As stated above, the proposed improvements will also include a private dry detention pond for both Sanger Estates and the subject property.

I would like to thank you in advance for your consideration of this request and would respectfully ask that you support our application for this zone change request.

Sincerely,

HOMEYER ENGINEERING, INC.
TBPE Firm Registration No. F-8440

Steven R. Homeyer, P.E.
President

CITY OF SANGER, TEXAS

ORDINANCE # 04-08-22

AN ORDINANCE OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REZONING APPROXIMATELY 19.1 ACRES OF TRACTS DESCRIBED AS MARION POINT ACRES BLOCK A, LOT 1A, 2A, 3A, 4A, 5A, 6A, 7A AND 8A, 19.1 ACRES, FROM “R-1” RESIDENTIAL 1 TO “PD” PLANNED DEVELOPMENT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A request for rezoning was submitted with the city of Sanger, Texas, concerning the hereinafter described property;

WHEREAS, due notice of hearings was made in the time and manner prescribed by law and the Planning and Zoning Commission of the City of Sanger, Texas, duly covered and conducted public hearing for the purpose of assessing a request for rezoning from Residential-1 (R-1) to Planned Development (PD) on the hereinafter described property located in the city of Sanger, Texas;

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

SECTION 1. That the legal description of the tracts zoned herein is generally described as **MARION POINT ACRES BLOCK A, LOT 1A, 2A, 3A, 4A, 5A, 6A, 7A AND 8A 19.1 ACRES.**

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. That the subject property described through metes and bounds in Exhibit A, and generally located on the east side of Marion Rd and approximately 1181 feet north of the intersection of Marion Rd and FM 455, is rezoned from Residential 1 (R-1) to Planned Development (PD), as illustrated in Exhibit B and the conceptual plan as illustrated in Exhibit C.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5. 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 6. 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 7. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Sanger, Texas, on this _____ day of _____, 2022.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A

§ STATE OF TEXAS

§ COUNTY OF DENTON

WHEREAS, SANGER CIRCLE PROPERTY, L.P., is the owner of a 19.51 acre tract of land situated in the Reuben Bebee Survey, Abstract Number 29, City of Sanger, Denton County, Texas, being a part of Lots 1A through 4A, Block A and all of Lots 5A through 8A, Block A of Marion Point Acres, an addition to the Extra-Territorial Jurisdiction of the City of Sanger, Denton County, Texas, according to the plat thereof filed for record under Document Number 2015-62, Plat Records, Denton County, Texas, (P.R.D.C.T.), said 19.51 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch capped iron rod found for the Southwest corner of the herein described tract, being in the East Right-of-Way line of Marion Road, and being the Northwest corner of Lot 5R of N.L. Hobbs Addition, an addition to the City of Sanger, according to the plat thereof recorded in Cabinet X, Page 613 of the Plat Records of Denton County, Texas;

Thence North 01°25'04" East with the East Right-of-Way line of said Marion Road for a distance of 550.93 feet to a 1/2-inch capped iron rod stamped "Eagle Surveying" set for the Northwest corner of the herein described tract;

Thence South 88°33'58" East with the North boundary line of the herein described tract for a distance of 1521.15 feet to a 1/2-inch capped iron rod stamped "Eagle Surveying" set for the Northeast corner of the herein described tract, and being in the West boundary line of a tract of land described in a deed to Delores S. Brown, according to the deed thereof recorded in Instrument No. 2002-157064 of the Real Property Records of Denton County, Texas;

Thence South 01°49'18" West with the West boundary line of said Brown tract for a distance of 567.80 feet to a 1/2-inch capped iron rod found for the Southeast corner of the herein described tract, and being in the Northeast corner of a tract of land described in a deed to Ronalee Roberts & Jody Roberts, according to the deed thereof recorded in Instrument No. 2016-72650 of the Real Property Records of Denton County, Texas;

Thence North 87°55'47" West with the North boundary line of said Roberts tract and Block A of aforementioned N.L. Hobbs Addition, for a distance of 1,517.24 feet to the POINT OF BEGINNING enclosing 19.51 acres of land, more or less.

EXHIBIT B

PARKBROOK ADDITION LAND USE REGULATIONS

LEGAL DESCRIPTION:

Lots 1A – 8A, Block A, Marion Point Acres

CURRENT ZONING:

R-1 Single Family

PROPOSED ZONING:

Planned Development (PD) with Single-Family Detached and Single-Family Attached (Townhome) Residential Lots

PROPOSED LOT INFORMATION:

SINGLE FAMILY DETACHED:

Use Regulations: Permitted uses are outlined in the Use of Land and Buildings Chart in Chapter 14, Section 30 of the City of Sanger Zoning Ordinance.

Height Regulations: No building shall exceed thirty (30) feet in height. Accessory buildings shall not exceed fifteen (15) feet in height.

Area Regulations:

A. Size of Yards:

1. Minimum Front Yard – Twenty-five (25) feet
2. Minimum Side Yard – Eight (8) feet; Fifteen (15) feet on corner adjacent to side street
3. Minimum Rear Yard – Twenty (20) feet

B. Size of Lots:

1. Minimum Lot Area – Six Thousand Five Hundred (6,500) square feet
2. Minimum Lot Width – Fifty-Eight (58) feet
3. Minimum Lot Depth – One Hundred (100) feet

C. Minimum Dwelling Size: Two Thousand (2,000) square feet

- D. Maximum Lot Coverage: Forty percent (40%) by the main building; Sixty percent (60%) by the main building, accessory buildings, driveways and parking; and any other concrete work, flat work, etc.
- E. Parking Regulations: Not less than two (2) off-street parking spaces shall be provided behind the front yard line.
- F. Other Regulations:
 - 1. Accessory Buildings:
 - i. Minimum Front Yard – Sixty (60) feet
 - ii. Minimum Side Yard – Ten (10) feet
 - iii. Minimum Rear Yard – Ten (10) feet

SINGLE FAMILY ATTACHED (TOWNHOMES):

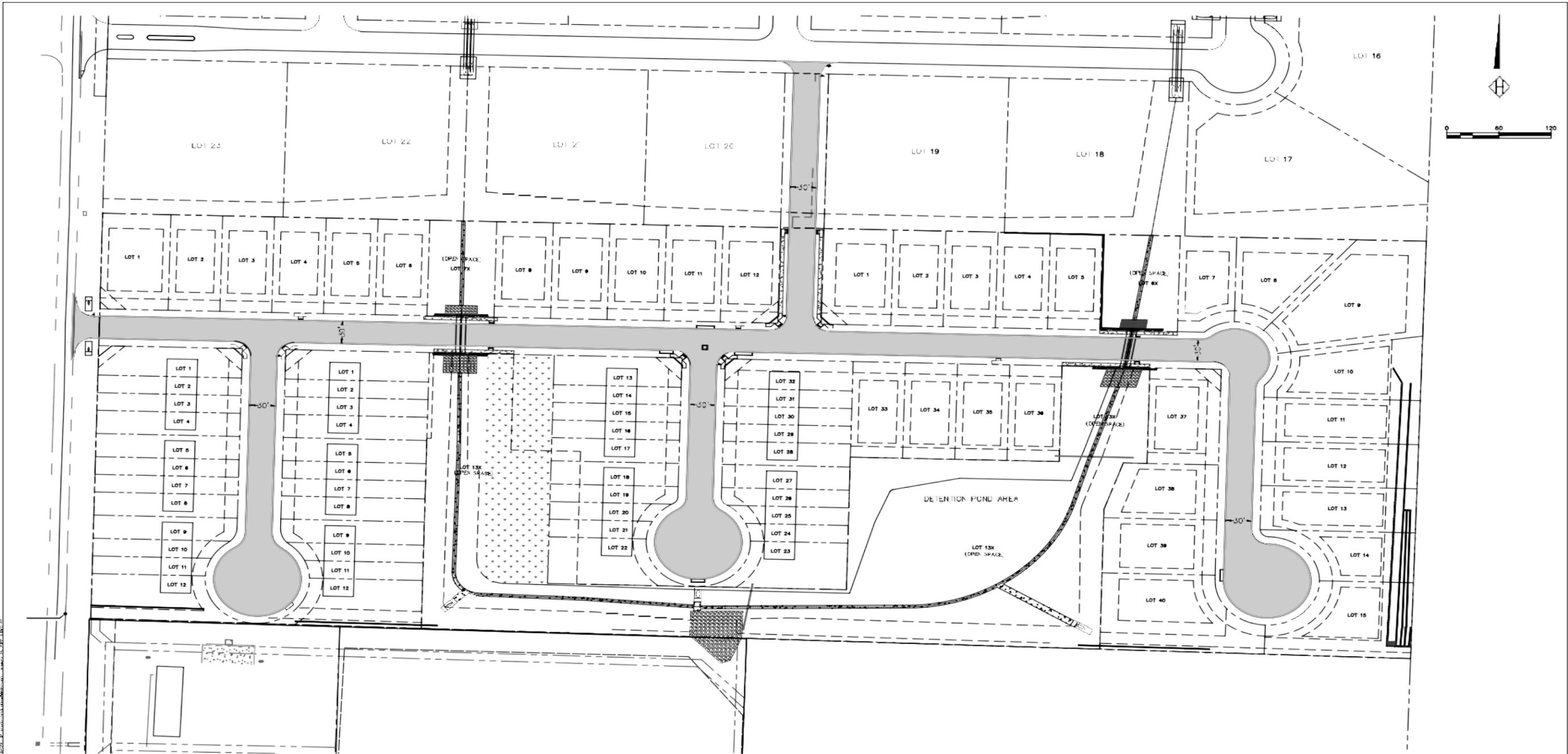
Use Regulations: Permitted uses are outlined in the Use of Land and Buildings Chart in Chapter 14, Section 30 of the City of Sanger Zoning Ordinance.

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

Area Regulations:

- A. Size of Yards:
 - 1. Minimum Front Yard – Twenty-five (25) feet
 - 2. Minimum Side Yard – Eight (8) feet; Fifteen (15) feet on corner adjacent to side street
 - 3. Minimum Rear Yard – Twenty (20) feet
- B. Size of Lots:
 - 1. Minimum Lot Area – Two Thousand Six Hundred (2,600) square feet
 - 2. Minimum Lot Width – Twenty-Four (24) feet
 - 3. Minimum Lot Depth – One Hundred (100) feet
- C. Minimum Dwelling Size: One Thousand Six Hundred (1,600) square feet
- D. Maximum Lot Coverage: Fifty percent (50%) by the main building; Seventy percent (70%) by the main building, accessory buildings, driveways and parking; and any other concrete work, flat work, etc.
- E. Parking Regulations: Not less than two (2) off-street parking spaces shall be provided behind the building. Garage access shall be provided via an alley.
- F. Other Regulations:
 - 1. Accessory Buildings are not permitted.

Exhibit C



THE CONTRACTOR SHALL CONTACT
 DIG-IT FIRST AT 1-800-344-8377 A
 MINIMUM OF 48 HOURS PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION ACTIVITIES

| SITE INFORMATION | | |
|------------------|---------------------|---------------------|
| BLOCK | RESIDENTIAL LOTS | COMMON AREA LOTS |
| A | 11 | 1 |
| B | 14 | 1 |
| C | 40 | 1 |
| D | 12 | 0 |
| TOTAL | 77 | 3 |

PROPERTY OWNER
 Sanger Holdings, LLC
 3015 Country Square Dr. #1045
 Carrollton, Texas 75006
 Contact: Ed McBirney
 Phone: 214-226-1323

DEVELOPER
 Greater Dallas Development, LLC
 5204 Arapaho Road
 McKinney, Texas 75070
 Contact: Fouzan Sayeed
 Phone: 512-688-0241

ENGINEER
 Homeyer Engineering, Inc.
 P.O. Box 294527
 Lewisville, Texas 75029
 Contact: Steven R. Homeyer PE
 Phone: 972-906-9985

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM
 REVIEW AND IS NOT INTENDED FOR
 CONSTRUCTION, BIDDING OR PERMIT
 PURPOSES.
 STEVEN R. HOMEYER, PE # 86942
 DATE: 01/19/2022

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

US CONCRETE - SUP - PH

Conduct a Public Hearing on a request for a Specific Use Permit (SUP) for a Concrete Batching Plant use on approximately 5 acres of land described as A00290A R. BEEBE, TR 122, within the city of Sanger and generally located on the south side of Utility Rd and approximately 1560 feet east I-35. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is requesting an SUP for a permanent concrete batching plant. The batching plant would be located on the south side of Utility Rd just west of BNSF Railroad. The property is currently zoned Industrial-2 which is heavy Industrial. A concrete batching plant requires a SUP in this zoning district. Redi-mix is the owner of the property and historically operated ready-mix concrete batch plant operation on this site. This would be concrete for construction project and supplied via concrete mixer trucks as a single product. The raw materials would be provided from off-site vendors. No mining or cement manufacturing would take place on-site. The zoning uses around this site are a mix of industrial and agriculture.

Staff mailed 7 letters to surrounding properties and received one letter in favor and one letter opposed.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

US CONCRETE - SUP

Consider Ordinance No. 04-09-22 for a Specific Use Permit (SUP) for a Concrete Batching Plant use on approximately 5 acres of land described as A00290A R. BEEBE, TR 122, within the city of Sanger and generally located on the south side of Utility Rd and approximately 1560 feet east I-35. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is requesting an SUP for a permanent concrete batching plant. The batching plant would be located on the south side of Utility Rd just west of BNSF Railroad. The property is currently zoned Industrial-2 which is Heavy Industrial. A concrete batching plant requires a SUP in this zoning district. Redi-mix is the owner of the property and historically operated ready-mix concrete batch plant operation on this site. This would be concrete for construction projects and supplied via concrete mixer trucks as a single product. The raw materials would be provided from off-site vendors. No mining or cement manufacturing would take place on-site. The zoning uses around this site are a mix of industrial and agriculture.

Staff mailed 7 letters to surrounding properties and received one letter in favor and one letter opposed.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Planning & Zoning recommend DENIAL.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends DENIAL. Staff's opinion is that Utility Rd is not designed to carry numerous concrete and supply trucks in and out daily. There is also a concern over the amount of dust that would be generated.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------|-------------|------------|
| Location Map | 3/17/2022 | Cover Memo |
| Application | 3/17/2022 | Cover Memo |
| Letter of Intent | 3/17/2022 | Cover Memo |
| Response Form - In Favor | 3/17/2022 | Cover Memo |
| Response Email - Opposed | 3/17/2022 | Cover Memo |
| Ordinance #04-09-22 | 3/25/2022 | Cover Memo |



Project Name: US Concrete SUP
 904B Utility Rd.
 Project: 22SANZON-0006

City Limits Exhibits

DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
 Date: 2/21/2022 12:24:46 PM
 Doc Name: 22SANZON-0001_US Concrete SUP





ZONING CHANGE/SUP APPLICATION

Zoning Change

Specific Use Permit

| Applicant | Owner (if different from applicant) |
|---|---|
| Name: <u>Trenton Crouch</u> | Name: <u>Branon Evans</u> |
| Company: <u>Imperial Construction</u> | Company: <u>U.S Concrete</u> |
| Address: <u>400 I-20 West, Suite 200</u> | Address: <u>331 N Main Street</u> |
| City, State, Zip: <u>Weatherford, Texas 76086</u> | City, State, Zip: <u>Euless, Texas 76039</u> |
| Phone: <u>O: 817-341-8886 C: 979-848-7537</u> | Phone: <u>O: 817-835-4105 C: 325-642-6750</u> |
| Fax: <u>817-341-0191</u> | Fax: <u>N/A</u> |
| Email: <u>tcrouch@imperial-construction.com</u> | Email: <u>bevans@ingramconcrete.com</u> |

Submittal Checklist

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Site Plan (for Specific Use Permits Only) |
| <input checked="" type="checkbox"/> | Letter of Intent |
| <input checked="" type="checkbox"/> | Application Fee (Check Payable to City of Sanger) |

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

904 B Utility Road Sanger, TX 76266 5.0 Acres
Property ID 132470

Describe the proposed zoning change or Specific Use Permit (SUP):

Propose SUP to invest capital to reopen the operations to service
current and future market demand.



2-9-22

Owner Signature

Date



2/9/2022

Applicant Signature

Date

Office Use

| | |
|--|------|
| | Fee |
| | Date |

City of Sanger
 201 Bolivar / P O Box 1729
 Sanger, TX 76266

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org



January 31, 2022

City of Sanger
Attn: Planning & Zoning
201 Bolivar / P.O Box 1729
Sanger, TX 76266

Re: SUP Application – 904 B Utility Rd, Sanger, TX 76266

Planning & Zoning Commission:

Redi-mix, LLC (“Redi-mix”), a subsidiary of U.S. Concrete, Inc., whose ultimate parent is Vulcan Materials Company (“VMC”) is pleased to submit this letter of intent regarding its application for a specific use permit at 904 B Utility Rd, Sanger, TX 76266 (the “Property”).

Redi-mix owns the 5.0-acre Property detailed on EXHIBIT A and historically operated a ready-mix concrete batch plant operation on-site. Ready-mix concrete refers to concrete that is specifically manufactured for customers' construction projects and supplied to customers via concrete mixer trucks as a single product. Concrete is a mixture of cement, water, sand, crushed stone, and chemical additives and would be batched in a plant on the Property. The raw materials would be provided from off-site vendors. No mining or cement manufacturing would take place on-site.

Our objective is to invest capital to reopen these operations to service current and future market demand. As the property is already zoned properly (I2 – Heavy Industrial), we are only applying for a Specific Use Permit (“SUP”).

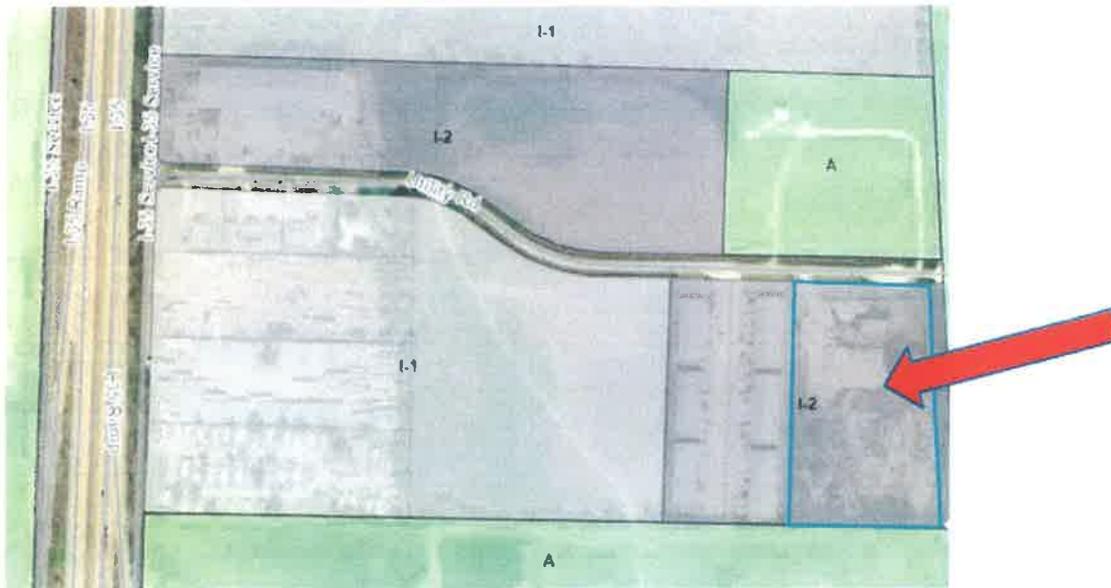
We look forward to working closely with you as we continue our discussions. If you have any questions concerning our proposal, please do not hesitate to call me.

Regards,

JW Roberts
Regional Vice President & General Manager
U.S. Concrete, Inc.
331 N. Main St.
Euless, TX 76039
(T) 817.835.4105
(E) jwroberts@us-concrete.com

EXHIBIT A

Owner: Redi-Mix, LLC
Address: 904 B Utility Rd, Sanger, TX 76266
Property ID: 132470
Geographic ID: A0029A-000-0122-0000
Current Zoning: I-2 – Heavy Industrial
Legal Description: A0029A R. BEEBE, TR 122, 5. ACRES, OLD DCAD SHT 3, TR 29B



Response Form

22SANZON-0006

Specific Use Permit (SUP) for Concrete Batch Plant

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

Project No: 22SANZON-0006/ SUP for Concrete Batch Plant

Please circle one: In favor of request Opposed to request

Comments:

Signature

JOHN R. PORTER

Printed Name

JOHN R. PORTER

Mailing Address

1809 HINKLE DR. SUITE #100

City, State, Zip

DENTON, TX. 76201

Phone Number

940/391-0448

Email Address

JR PORTER 45 @ GMAIL . COM

Physical Address of Property within 200 feet

135294

Ramie Hammonds

From: Clint Cox <clint.cox@lowtcenter.com>
Sent: Monday, March 14, 2022 1:24 PM
To: Ramie Hammonds
Subject: {External} Utility Road - Concrete Batch Plant

Ramie,

I hope that everything is going well for you and that you aren't too overloaded at work. I received the Special Use Permit considerations letter and have the following concerns if you could include them at the meeting tonight:

- How long will the permit be issued for, and when does the plant plan to begin/end operation?
- I have been working to build a higher end warehouse complex across the road from this location and do not want the dust, dirt, and environmental debris that is brought in by these plants.
- The roads leading in to these concrete batch plants are quickly destroyed by the traffic of heavy trucks entering the plant to bring material in and also by the exiting heavy loaded concrete trucks.
- Our prospective customers will not want to have their businesses in a location that is covered in dust and will not want to deal with the heavy truck traffic and noise that comes with a batch plant.

The special use permit for the proposed concrete batch plant will greatly decrease the value of our property and damage the long term profitability of our location that was chosen due to the situs in the City of Sanger.

CITY OF SANGER, TEXAS

ORDINANCE # 04-09-22

AN ORDINANCE OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING A SPECIFIC USE PERMIT TO ALLOW A CONCRETE BATCHING PLANT ON A TRACT OF LAND DESCRIBED AS A0029A R. BEEBE, TR 122, 5 ACRES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Request for a Specific Use Permit (SUP) was submitted with the City of Sanger, Texas, concerning the hereinafter described property;

WHEREAS, due notice of hearings was made in the time and manner prescribed by law and the Planning and Zoning Commission of the City of Sanger, Texas, duly covered and conducted a public hearing for the purpose of assessing a request for a Specific Use Permit (SUP) on the hereinafter described property located in the City of Sanger, Texas;

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

SECTION 1. That a Specific Use Permit (SUP) as required by Article 14.100 Zoning Ordinance, Section 30 Use of Land and Buildings, is hereby granted to allow a Concrete Batching Plant on a tract of land described as A0029A R. BEEBE, TR 122, 5 ACRES, and generally located on the south side of Utility Rd approximately 1560 feet east of I-35.

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 cases provide.

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

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

700 ACKER ST - SIGN VARIANCE - PH

Conduct a Public Hearing on a request for a variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations Section 3.1407.b.2.F to allow a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is requesting a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. The applicant believes the additional height will allow needed visibility from Interstate 35 as the highway will remain elevated.

Staff mailed 7 letters to surrounding properties and received one letter in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

700 ACKER ST - SIGN VARIANCE

Consider a request for a variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations Section 3.1407.b.2.F to allow a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is requesting a variance from the maximum height of 20 feet for one of the two allowed pole signs and to allow for a height of 50 feet. The proposed sign will be located at 700 N Acker St. The applicant believes the additional height will allow needed visibility from Interstate 35 as the highway will remain elevated.

Staff mailed 7 letters to surrounding properties and received one letter in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

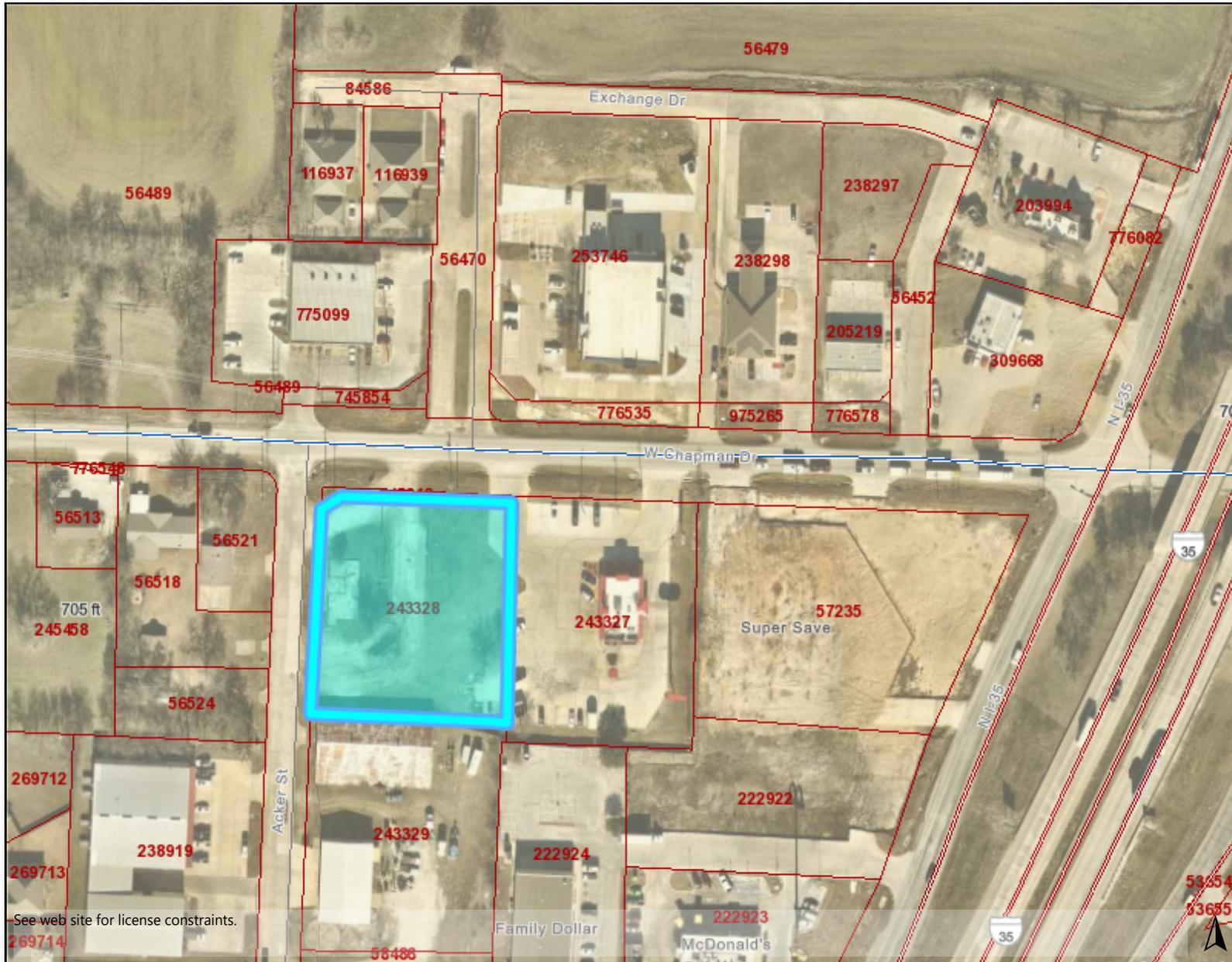
STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------------|-------------|------------|
| Location Map | 3/17/2022 | Cover Memo |
| Application | 3/17/2022 | Cover Memo |
| Letter of Intent | 3/17/2022 | Cover Memo |
| Site Plan | 3/17/2022 | Cover Memo |
| ARTICLE 3.1400 | 3/28/2022 | Cover Memo |
| Comment Response Form - In Favor | 3/28/2022 | Cover Memo |

Denton County Landmark Map



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

See web site for license constraints.



0 200 400
ft

<https://gis.dentoncounty.gov>

3/16/2022 9:51:32 AM

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.



VARIANCE APPLICATION

| Applicant | Owner (if different from applicant) |
|--|--|
| Name: JONATHAN KERBY | Name: TYLER PARR |
| Company: KIMLEY-HORN AND ASSOCIATES | Company: GRACO REAL ESTATE |
| Address: 13455 NOEL RD, TWO GALLERIA OFFICE TOWER SUITE 700 | Address: 5307 W LOOP 289, SUITE 302 |
| City, State, Zip DALLAS, TX 75240 | City, State, Zip LUBBOCK, TX 79414 |
| Phone: 972-770-1300 | Phone: 806-745-9718 |
| Fax: | Fax: |
| Email: JONATHAN.KERBY@KIMLEY-HORN.COM | Email: TYLER@GRACOREALESTATE.COM |

Submittal Checklist

| | |
|--|--|
| | Site Plan |
| | Letter of Intent |
| | \$200.00 Application Fee (Check Payable to City of Sanger) |

Describe the subject property (address, location, size, etc.):

The 1.04 acre undeveloped lot sits at the Southeast corner of W Chapman Dr and Acker St. The subject property has the current address 700 Acker St.

Describe the proposed variance (how much, where on the property, for what purpose):

GRACO Real Estate proposes the placement of two pole signs, 25' and 50' in height. The 25' pole sign meets the requirements set forth in the City of Sanger Sign Regulations. The 50' pole sign will require a variance. The 50' sign will serve to identify and communicate the location of the Coffee Shop to customers from Interstate 35. Both signs are noted on the attached site plan.



 Owner Signature

03/14/2022

 Date

Office Use

| | |
|--|------|
| | Fee |
| | Date |



March 11, 2022

City of Sanger
Zoning Board of Adjustment

**RE: *Acker Retail Addition
Variance Request***

To Whom it May Concern:

This Letter of Intent is in reference to the Acker Retail Addition Development.

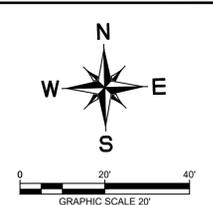
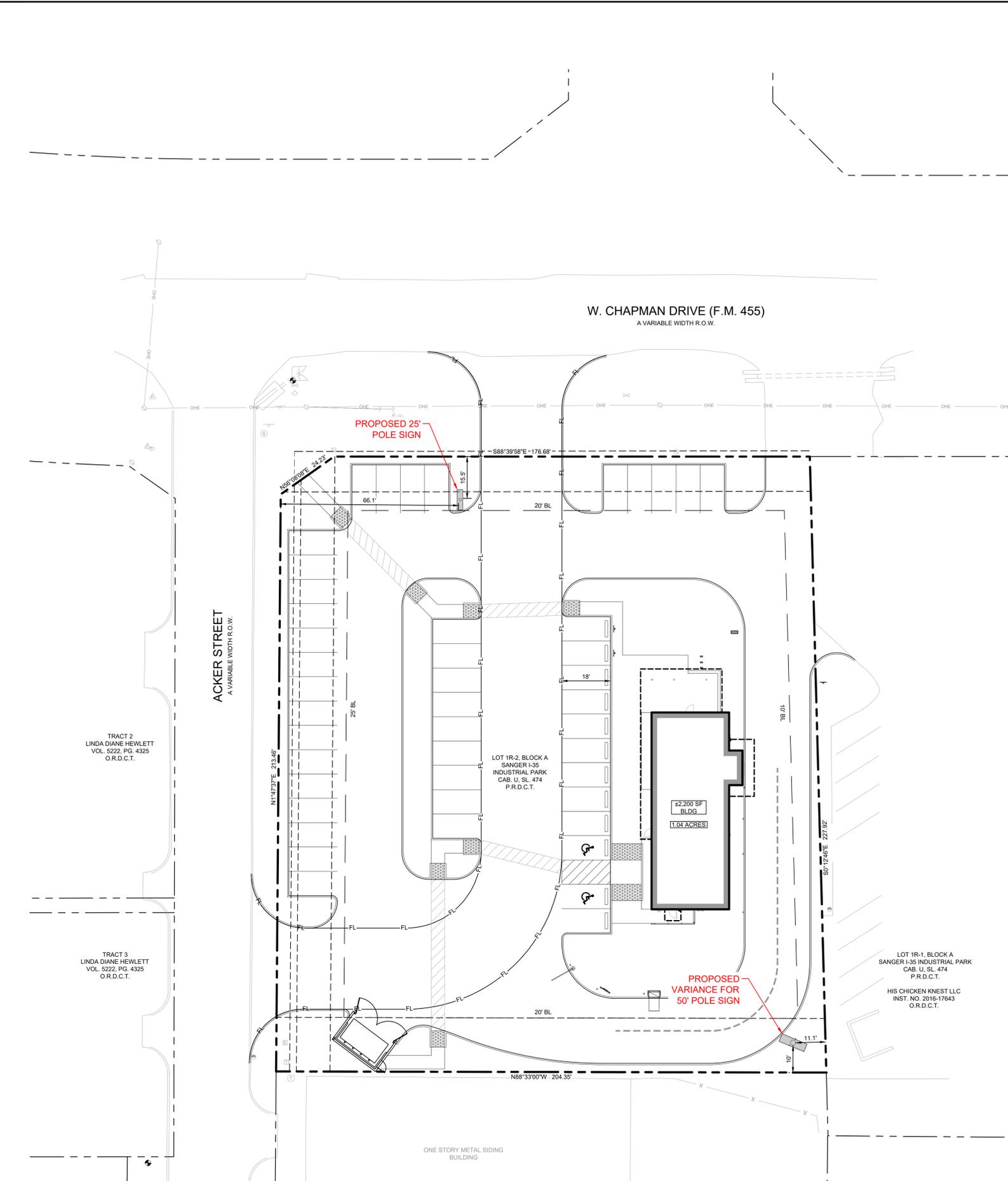
The subject property is a 1.04-acre undeveloped lot at the Southeast corner of FM 455 and Acker St. GRACO Real Estate is proposing two on premises, detached pole signs. One pole sign of 50' in height is proposed at the Southeast corner of the property and one pole sign of 25' in height is proposed on the Northern portion of the property.

The following requirements were determined using the City of Sanger Code of Ordinances Sec. 3.1407. The planned width of the future FM 455 improvements is 100' or greater and the site has frontage of 176' along FM 455. These conditions allow for a maximum sign height of 25' along FM 455 frontage.

The variance being requested is to place a pole sign of 50' in height at the Southeast corner of the property. The City code dictates that pole signs of 50' in height are only permitted along Interstate-35. Interstate-35 is in close proximity to the subject site and GRACO Real Estate believes that a pole sign of 50' in height will be seen from Interstate-35. The sign variance will benefit the development and the City of Sanger.

Sincerely,

Jonathan Kerby, P.E.
Kimley-Horn & Associates, Inc.
972-770-1300
Jonathan.kerby@kimley-horn.com



| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |
| | | | |
| | | | |
| | | | |

Kimley»Horn
 © 2022 KIMLEY-HORN
 13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
 DALLAS, TEXAS 75240
 PHONE: 972-770-1300 FAX: 972-239-3820
 TEXAS REGISTERED ENGINEERING FIRM F-328

| | |
|-------------|------------|
| KHA PROJECT | 064597303 |
| DATE | MARCH 2022 |
| SCALE | AS SHOWN |
| DESIGNED BY | JCK |
| DRAWN BY | LEH |
| CHECKED BY | CBU |

**COFFEE SHOP
 WITH DRIVE-THRU**
 SANGER, TX

**SIGN VARIANCE
 SITE PLAN**

SHEET NUMBER
EXH

ARTICLE 3.1400 SIGN REGULATIONS*

Sec. 3.1401 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:

- (1) Safety. To promote the safety of persons and property by providing that signs:
 - (A) Promote and protect the public health, safety, comfort, morals and convenience;
 - (B) Do not obstruct firefighting or police surveillance; and
 - (C) 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.
- (2) 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:
 - (A) Businesses and services may identify themselves;
 - (B) Customers and other persons may locate a business or service;
 - (C) 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
 - (D) 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.
- (3) Environment Quality and Preservation. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - (A) Do not interfere with scenic views, protect and preserve the unique and natural beauty and historic values of the city;
 - (B) Do not create a nuisance to persons using the public rights-of-way;
 - (C) Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
 - (D) Are not detrimental to land or property values.

Sec. 3.1402 Administration

The provisions of this article shall be administered and enforced by the development services department.

Sec. 3.1403 Permit; Penalty for Violation

- (a) Required. It shall be unlawful for any person to erect, conduct major repair of or relocate any sign 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.
- (c) Insurance. Every applicant for a permit under this article for attached, detached and billboard signs erected or maintained in accordance with [Section 3.1407](#) shall carry a liability insurance policy (minimum \$20,000.00), which covers the subject sign during erection. The policy must be carried by an approved insurance company authorized to do business in the state. A bond covering the subject sign

will be acceptable. 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 Electrical Inspector. The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be approved by the electrical inspector prior to submission of the application to the development services department for final approval.

(f) Permit Fee Schedule. All attached, detached and non-premises signs, except those exempted from the provisions of this article, shall be charged a permit fee based on the fee schedule.

(g) Issuance. It shall be the duty of the inspector, upon the filing of an application for a permit under this article, to examine the plans and specifications and other data and the premises upon which the sign is proposed to be erected; and, if it shall appear that the proposed sign is in compliance with all the requirements of this article, the building code and all other laws and ordinances of the city, the permit shall then be issued.

(h) Time Limit for Completion of Work. If the work authorized by a permit issued under the provisions of this article has not been completed within 60 days after the date of issuance of the certificate of occupancy or the issuance of a sign permit, whichever is later, the permit shall become null and void.

(i) Revocation. All rights and privileges acquired under the provisions of this article or any amendment hereto are mere licenses, revocable at any time by the city council, and all permits issued hereunder shall contain this provision.

Sec. 3.1404 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:

Automobile Dealership, Franchise. Franchises that are granted specifically by a motor vehicle manufacturer to an authorized dealer for sales only of a specific make of motor vehicle such as Ford or Chevrolet.

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

Facade. 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 45 degrees of one another, they are to be considered as part of a single facade.

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.

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

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

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 50 percent of its replacement cost. 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 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 50 percent of the replacement cost of the sign.

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:

(1) Works of art that in no way identify a product or business and that are not displayed in conjunction with a for-profit enterprise;

- (2) Temporary decorations or displays directly incidental to and customary and commonly associated with the national, local or religious holiday celebrations; or
- (3) 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 no longer exists in any way or at any place.

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 12 inches from the building facade.

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.

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 6 feet in height from the adjacent ground level.

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.

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.

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

Sign, Non-Premises, Temporary Directional. A temporary sign, generally with a plastic, metal or cardboard back and a wooden or steel stake, used to promote the sale of property, lots or homes within a subdivision.

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

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, 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.

Wind-Driven Sign. Any sign consisting of one or a series of 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.

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.

Sec. 3.1405 Prohibited Signage

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

(1) Certain Illuminated Signs. No sign shall be illuminated to an intensity that causes glare or brightness to a degree that could constitute a hazard or nuisance. 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](#)(6) are allowed.

(2) Signs Containing Obscene Matter. Signs containing statements, words or pictures of an obscene character.

(3) 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.

(4) 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.

(5) 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)(Table 1).

(6) 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).

(7) 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 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 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.

(8) Miscellaneous.

(A) 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.

(B) Projecting signs are prohibited in all zones except as described in the commercial historic section of this article, [Section 3.1409](#)(5).

(C) Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade 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.

(9) 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.

(10) Banners or Pennants. Banners or pennants, other than those described in [Section 3.1407\(c\)\(4\)](#) and (g) are prohibited.

(11) 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.

(12) Billboards are prohibited.

Sec. 3.1406 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:

(1) Detached signs shall be engineered to withstand a wind load of 30 pounds per square foot.

(2) Abandoned signs shall be removed within 180 days after such business ceases. Signs may have the face replaced with a blank face of like material.

(3) 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:

(A) 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.

(B) 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.

(C) External illumination is allowed on the following signs:

(i) Signs in the city's downtown commercial historical district;

(ii) Detached signs on tracts 25 acres or greater in industrial zoning districts;

(iii) Ground signs in business districts; and

(iv) Institutional signs and apartment signs.

(4) 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.

(5) 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.

(6) Message signs are allowed up to 20 square feet and count toward the overall signage allowance.

(7) A business that shares a cross access across another property to a different street may be allowed 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 8 square feet and no more than 6 feet in height.

Sec. 3.1407 Business and Agricultural Zoning Districts

(a) On-Premises Attached Signs.

(1) Sign Allowance. The total area per face of a sign shall not exceed 1-1/2 square feet of face area for each linear foot of building fascia length. Allowances for individual occupancies within a multiuse building shall be calculated on leased or occupied fascia length. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. Said signage is to be applied (distributed) on the sides of the building where facing directly adjacent to the public right-of-way. Alternate signage is allowed on sides

of the building not adjacent to the public right-of-way not to exceed 1/3 of the allowance or 25 square feet, whichever is less.

(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 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 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.

(3) Sign and Letter/Logo Height in Relation to Building Height.

(A) For multistory structures, attached signage as described in subsection (a)(2) of this section is allowed between the ground levels to a height of 24 feet.

(B) For multistory structures that are 4 stories in height or more, the following standards shall apply to letter/logo height in relation to building height:

Maximum Height

| <u>Height of sign, 4 stories or greater</u> | <u>Maximum letter/logo height</u> |
|---|-----------------------------------|
| 4 stories | 36 inches |
| 5 to 10 stories | 48 inches |
| 11 to 15 stories | 60 inches |
| 16 stories and above | 72 inches |

Additionally, the above table represents the maximum letter and/or logo height in each sign height category. When a sign is totally composed of individually mounted letters, either one letter or one logo may be 25 percent taller than the maximum letter/logo height.

Such signage shall be located between the floor level of the top floor and the top of the fascia wall.

(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
- (B) 5th Street (I-35 Business) from Keaton to Cowling
- (C) 5th Street from FM 455 North to I-35 service road
- (D) FM 455 from 5th Street to Acker Street

Note: 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.

(2) The city council, 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 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 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 100 feet of street frontage adjacent to a street with a right-of-way of 70 feet or less and does not exceed 10 feet in height, it may be considered a ground sign; provided that not less than 120 square feet of its area is below a height of 6 feet.

(C) **Multiuse Signs.** A multiuse 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 1.5 times the area allowed for a single-use sign on the site, or a maximum of 200 square feet, whichever is less. A multiuse sign may contain a directory or listing of the occupants within a center or multiuse development; provided that the directory portion of the sign shall not exceed 70 square feet or 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. If a multiuse 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 20 feet of the street intersection, unless the bottom of the sign exceeds 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 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 3 acres, two detached ground or pole signs are permitted with a maximum of 60 square feet per side, per sign and a maximum height of 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 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 50 percent the total allowable signage of the largest permitted sign up to a maximum of 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 1 primary sign for each franchise up to a maximum of 3 primary signs per dealership.

(B) Secondary Detached Signs. Secondary signs shall be permitted only if used for pre-owned automobiles and limited to 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 24 feet in height.

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

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

(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:

| <u>Size</u> | <u>Maximum size (square feet)</u> | <u>Maximum height (feet)</u> |
|---------------------------|-----------------------------------|------------------------------|
| <u>Under 10 acres</u> | <u>36</u> | <u>6</u> |
| <u>10 acres and above</u> | <u>64</u> | <u>8</u> |

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 32 square feet in sign area and 12 feet in height shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The sign shall be removed no later than 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 32 square feet or less.

(2) Temporary Directional Signs. Non-premises directional signage shall be prohibited within the city limits.

(3) 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 3 signs for each construction site, each such sign to be 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 such sign shall be permitted per area between 100 acres and 249 acres;
- (2) Two such signs shall be permitted per area between 250 acres and 499 acres;
- (3) Three such signs shall be permitted for 500 acres and three additional signs shall be permitted for each 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 32 square feet and 8 feet in height unless adjacent to I-35 where 96 square feet and 16 feet in height is allowed;
- (7) A permit shall expire after two years. Said permit may be renewed upon request by the property owner for another two-year period;
- (8) A permit fee of \$25.00 per sign shall be paid; and
- (9) There shall be a minimum separation between each sign of 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) New Business. For a new business, such signage shall not exceed 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.

(B) 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 at a permanently designated location on the building, canopy or fascia wall and shall not exceed 25 square feet. There shall be a permit obtained for the manner of designated and affixing of temporary banners and a one-time permit fee of \$50.00 shall be charged for each such location designation.

(2) Such signage shall be considered as part of the overall sign allowance and shall not be limited as to time of display; and the means of attachment shall not be visible from the public 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 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 3 inches in height or less is not included when determining an item of information.
- (C) Letters less than 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 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\(5\)](#).

Sec. 3.1408 Nonbusiness Zoning Districts

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

- (1) Nameplates. A nameplate, not exceeding 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.
- (2) Institutional Signs. An institutional sign, not exceeding 25 square feet per face, and 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\(3\)](#).
- (3) Real Estate Signs. A real estate sign, nonilluminated, advertising the sale or development of a subdivision containing an area of not less than 7 lots or 1 acre erected upon the property developed and advertised for sale; provided such sign is not in excess of 32 square feet in size and 8 feet in height, and not more than 1 such sign is placed per street frontage. Such signs shall be removed when the property is sold.
- (4) 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 32 square feet in size and 8 feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property, 96 square feet is the maximum allowed.
- (5) Apartment Signs. One identification sign per multifamily development, provided such sign does not exceed 25 square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed 16 square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within [Section 3.1406\(3\)](#).
- (6) Bed and Breakfast. One attached sign shall be permitted on the premises. Such sign shall not exceed 4 square feet in area and shall not include the word "hotel" or "motel."
- (7) Non-Premises Temporary Directional Signs. Non-premises real estate directional signs shall be prohibited in the city limits as described in [Section 3.1404](#).
- (8) Development Identification Signs. Project information or identification detached ground signs are permitted at the entrance of residential subdivisions. The maximum size shall be 32 square feet per sign with a maximum height of 6 feet. Signs may be located at each corner of the intersection of an entrance street.

Sec. 3.1409 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:

- (1) Signs must be designated and constructed in keeping with the nostalgic character of the downtown district. Signs are subject to review by the development services director and the director's approval is a prerequisite for the issuance of a sign permit.
- (2) 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.
- (3) No sign shall be allowed above the top of the second story windows of a building.
- (4) Hanging signs shall be allowed when such signs have a minimum clearance of 7 feet from the sidewalk and do not extend beyond an awning or canopy projection.
- (5) Projecting signs shall have a minimum clearance from the sidewalk of 8.5 feet and shall not

project more than 5 feet from the building or more than 50 percent of the width of the sidewalk adjacent to the building, whichever is less.

(6) Maximum size shall be based on the following:

(A) For every 1 linear foot of building primary or entrance frontage, 1-1/2 square feet of sign area shall be allowed.

(B) Signboards on secondary side street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.

(C) Window signs shall cover no more than 25 percent of the total glass area and this will count as one of the signs permitted.

(D) Each face of a hanging sign shall be no more than 5 square feet.

(E) Projecting signs shall be no more than 15 square feet in size with a maximum sign height of 3 feet from the top of the sign to the bottom.

(7) Two signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.

(8) One secondary entrance sign is permitted.

(9) Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:

(A) One such sign shall be permitted per primary entrance.

(B) Such signs may extend out a maximum of 2 feet from the building, with the maximum distance parallel to the right-of-way being 4 feet.

(C) A maximum of 8 square feet shall be permitted in the area of the sign or the area of the sidewalk used.

Sec. 3.1410 Multiple Building Lot Coordinated Signage

Planned Development District.

(1) 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.

(2) 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:

(A) The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.

(B) The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.

(C) The sign's relationship to proposed or existing landscaping.

Sec. 3.1411 Nonconforming Signs; Removal of Signs by City; Exceptions; Variances

(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 30 days of the effective date of this article.

(3) Nonconforming banners and pennants must be removed within 30 days of the effective date of this article.

- (4) Nonconforming portable signs must be removed within 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 30 days.
- (7) Any nonconforming sign which has been damaged by fire, wind or other cause in excess of 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 commercial historical 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 by the owner within 15 days after written notification of impoundment by paying a fee as follows:
 - (1) A fee of \$5.00 for signs that are 12 square feet or less in area.
 - (2) A fee of \$20.00 for signs that are larger than 12 square feet in area.
- (e) Disposal of Impounded Signs. Signs not recovered within 15 days after written notification 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 21 days prior to the event and shall be removed within 24 hours following the event. The maximum sign area shall be limited to 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 nameplate per public entrance per business, not exceeding 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

proceeding day before the sale and must be removed within 24 hours following the sale. The maximum sign area shall be limited to 4 square feet on each sign face. A garage sale permit is required.

- (7) Menu Boards. Eating establishments with drive-through service are permitted 2 menu boards per premises, limited to 36 square feet in area and 6 feet in height.
- (8) Window Signs. Window signs are exempt from the provisions of this article, providing not more than 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 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 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 40 square feet. One advertisement/identification flag or three government flags are permitted with a maximum of 3 such signs per premises.
- (11) Political Signs. Such signs that satisfy the requirements of V.T.C.A., Local Government Code 216.903(d).
- (12) Real Estate Signs. Such signs shall be nonilluminated, shall not exceed 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 32 square feet in area and 8 feet in height, shall be allowed per owner. On large tracts that exceed 0.25 mile of public right-of-way frontage, said owner may have one sign per 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 protective signs in accordance with the following provisions.
 - (A) Each sign must not exceed 2 square feet in area.
 - (B) Detached signs must not exceed 2 feet in height.
 - (C) Letters must not exceed four 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, may be attached or detached and may be erected without limit as to number; provided that such signs shall 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 4 square feet in area and a maximum of 6 feet in height.
 - (B) If a sign is an attached sign, the letters must not exceed 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 50 percent of such sign may be used for advertising or identification.

Sec. 3.1412 Meritorious Exceptions

- (a) 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 signage over control.

(b) 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. Such proposals will be seriously and fairly considered by the city council.

Sec. 3.1413 Variances

The city council may hear appeals from the denial of a permit. Criteria for granting such a variance is as stated in the state statute, V.T.C.A., Local Government code 211.008 et seq., as it may be amended.

(Ordinance 02-01-09 adopted 2/17/09)

Sec. 3.1414 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.

(1) 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 10 feet above the roof of the building or the height of the parapet, whichever is greater.

(2) 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.

(Ordinance 10-16-12 adopted 10/15/12)

Response Form

22SANZON-0019

Sign Variance 700 N Acker St.

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

Project No: 22SANZON-0019/ Sign Variance 700 N Acker St.

Please circle one: In favor of request Opposed to request

Comments:

Signature

Linda Hewlett

Printed Name

Linda Hewlett

Mailing Address

10601 Indian Trail

City, State, Zip

Sanger TX 76266

Phone Number

940-398-8859

Email Address

~~#~~ *linda.d.hewlett@gmail.com*

Physical Address of Property within 200 feet

1600 Chapman

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

701 N STEMMONS - SIGN VARIANCE SETBACK - PH

Conduct a Public Hearing on a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.F. to allow a variance from the minimum setback of 15 feet and to allow for a setback of 1 foot. The proposed sign will be located at 701 N Stemmons. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is requesting a variance from a minimum setback of 15 feet and to allow for a setback of 1 foot for a pole sign. The property will be the site of a potential Quik Trip located at 701 N Stemmons. The site lost a large portion of land due to the TxDOT expansion thus the need for the reduced setback.

Staff mailed letters 7 to surrounding properties and received no response.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A



AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

701 N STEMMONS - SIGN VARIANCE SETBACK

Consider a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.F. to allow a variance from the minimum setback of 15 feet and to allow for a setback of 1 foot. The proposed sign will be located at 701 N Stemmons. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is requesting a variance from a minimum setback of 15 feet and to allow for a setback of 1 foot for a pole sign. The property will be the site of a potential Quik Trip located at 701 N Stemmons. The site lost a large portion of land due to the TxDOT expansion thus the need for the reduced setback.

Staff mailed letters 7 to surrounding properties and received no response.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

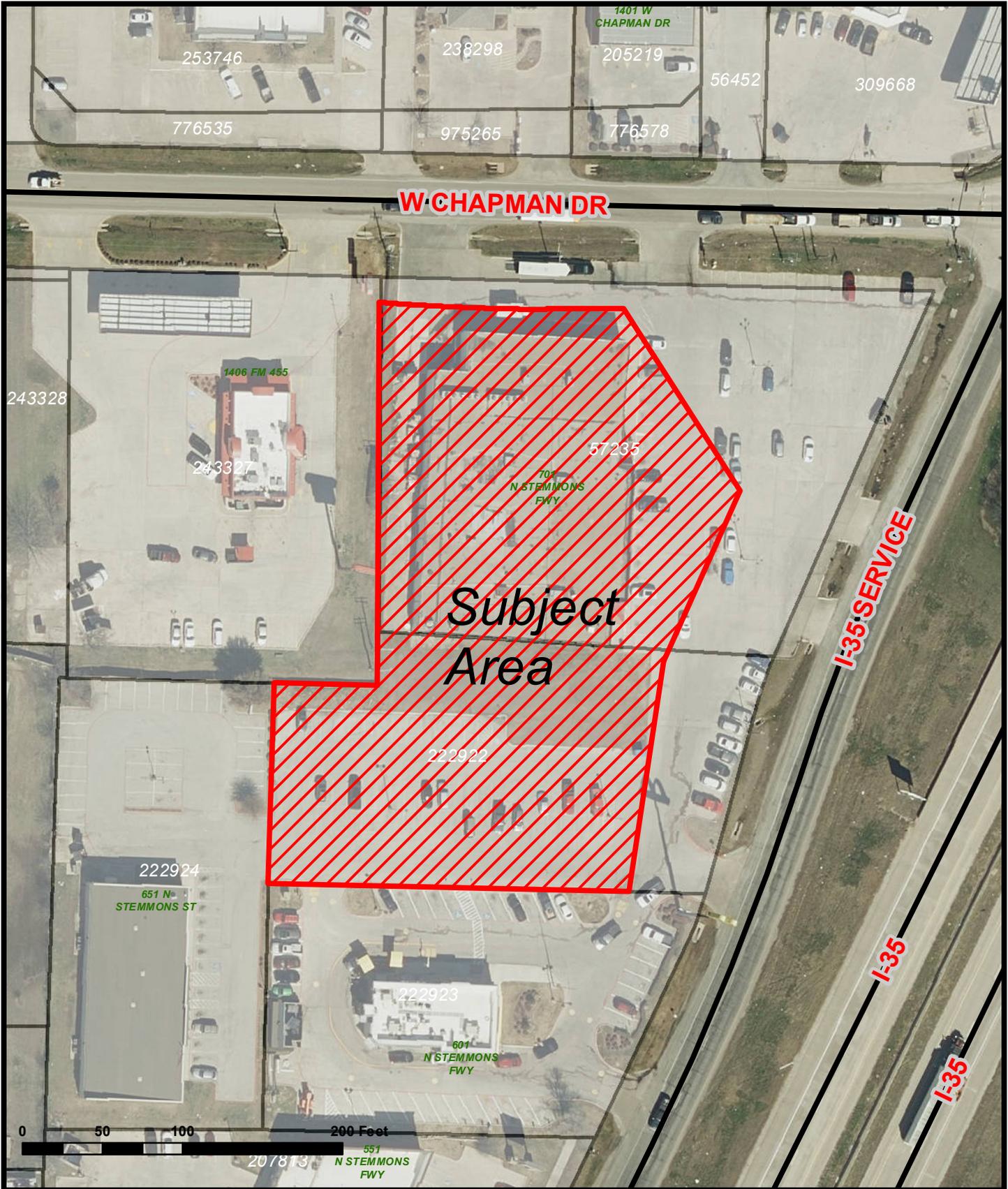
N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|---------------------------------|-------------|------------|
| Location Map | 3/17/2022 | Cover Memo |
| Application | 3/17/2022 | Cover Memo |
| Letter of Intent | 3/17/2022 | Cover Memo |
| Site Plan | 3/17/2022 | Cover Memo |
| ARTICLE 3.1407 SIGN REGULATIONS | 3/24/2022 | Cover Memo |



Project Name: Quik Trip Variance
 Project: 22SANZON-0011

 City Limits  Exhibits

DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
 Date: 2/21/2022 3:19:24 PM
 Doc Name: 22SANZON-0011_Quiktrip Variance





VARIANCE APPLICATION

| Applicant | Owner (if different from applicant) |
|--|---|
| Name: Corey Vaughan | Name: Steve Schmitz |
| Company: QT South LLC | Company: Mesa Real Estate Partners, LP |
| Address: 1120 N. Industrial Boulevard | Address: 211 W. California Street PO Box 388 |
| City, State, Zip Eules, TX 76039 | City, State, Zip Gainesville, TX 76241 |
| Phone: (817) 358 - 7680 | Phone: (940) 736 - 1547 |
| Fax: (918) 994 - 3799 | Fax: (940) 736 - 1547 |
| Email: cvaughan@quiktrip.com | Email: steve@mesa-re.com |

Submittal Checklist

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Site Plan |
| <input checked="" type="checkbox"/> | Letter of Intent |
| <input checked="" type="checkbox"/> | \$200.00 Application Fee (Check Payable to City of Sanger) |

Describe the subject property (address, location, size, etc.):

801 N Stemmons Street Sanger, Texas 76266; SWC of I-35E & FM 455/W Chapman Drive; 1.75 Acres (2 tracks)
 Track 1: A1241A TIERWESTER, TR 126, 1.806 ACRES, OLD DCAD SHT 4, TR 2; Track 2: SANGER I-35 INDUSTRIAL PARK LOT 6R-1B

Describe the proposed variance (how much, where on the property, for what purpose):

QuikTrip is requesting a variance under Ordinance - Sign Regulations, Section 3.1407, Subsection (b)(2) to allow a 293 square foot, 95' tall pylon sign and Subsection (A) to allow a 5' setback from the property line on the East corner of Highway I-35E frontage road. Also, to allow a 60 square foot, 20' tall pole sign with a 1' setback from the property line along the North West corner of FM455/W. Chapman Drive. Based on the property zoning, a pole sign is allowed to be up to 50' tall with a 150 square foot display and a 15' setback.

 Owner Signature

2/16/2022

 Date

| Office Use | |
|------------|------|
| | Fee |
| | Date |



VARIANCE REQUEST

A variance is permission to vary from the terms of the Zoning Ordinance, permission to construct something the Zoning Ordinance would otherwise prohibit because of unusual circumstances. Variance requests are considered by the Zoning Board of Adjustment following a public hearing. Variances are granted to relieve an unnecessary hardship or practical difficulty. A financial hardship is not justification for a variance.

A variance request must include the contents listed below. The City of Sanger will act on the request through the process described herein.

SUBMITTAL REQUIREMENTS:

- Letter of Intent
- Site Plan
- Application form signed by the owner and describing the property
- Application Fee

APPLICATION FEES: \$200.00

- The application fee covers part of the cost for the city to review and act on the rezoning request, including providing notice of the public hearings as required by law.
- The application fee is non-refundable.

MEETING DATES: The Zoning Board of Adjustment is scheduled to meet on the second Monday of each month, if there is business to be conducted. Meetings with no business are not held. Public hearings require both published and mailed notices to be made prior to the meeting. Application should be submitted about one (1) month prior to the meeting. Consult with City Staff prior to submitting your application for detailed scheduling information.



VARIANCE REQUEST PROCESS

The process for considering and acting on a request for a Variance to the Zoning Ordinance involves the following steps:

1. **Pre-Application Consultation:** A pre-application consultation with the city staff is recommended for all proposed variances. Staff can describe the request process and the criteria used by the Board of Adjustment.
2. **Application:** The completed application, letter of intent, site plan, and application fee should be submitted to the Department of Development Services on or before the deadline.
3. **Public Notification:** State law and the Zoning Ordinance require the public to be notified of the public hearing to consider the variance. Notice of the public hearing must be published in the newspaper at least fifteen (15) days prior. Notification of the public hearing is also mailed to the owners of the property within 200 feet of the subject property at least ten (10) days prior.
4. **Zoning Board of Adjustment:** The Zoning Board of Adjustment (BOA) will hold at least one (1) public hearing on the proposed variance. The applicant is expected to address the Board to describe the proposed variance and answer questions. During the public hearing, anyone in attendance may address the Board with comments and questions. City Staff will prepare a report for the Board and possibly make a recommendation to the Board.

After the public hearing, the Board can grant a variance by majority vote of the Board Members. The Board can grant a variance up to the amount noted in the public notifications, but not more than that.



VARIANCE REQUEST CRITERIA

The Zoning Ordinances sets the following criteria for the granting of variances from its strict terms.

In making its determination, the Board of Adjustment shall consider the following factors:

1. 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;
2. 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;
3. that the special conditions and circumstances do not result from the actions of the applicant;
4. 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
5. no non-conforming 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.

Financial hardship shall not be considered grounds for the issuance of a variance.



GUIDELINES FOR LETTER OF INTENT

All variance applications should include a Letter of Intent. The Letter of Intent is the applicant's opportunity to describe and justify the proposed variance to the City Staff, the Board of Adjustment, and the public at large. The Board will receive copies of the letter prior to the public hearings.

Recommended content for a Letter of Intent:

- Describe the location of the subject property. The description can include any or all of the following:
 - Physical address
 - Legal description, such as a tract and abstract, or a lot, block, and subdivision
 - Location (southwest corner of This Street and That Road, across the street from Landmark).
- Describe the requested variance, such as a reduction in the minimum required rear yard from 25 feet to 20 feet.
- Describe how the request matches the criteria required for a variance.
- Contact information for the applicant or representative. This can be the owner, the prospective buyer, or someone else designated as point of contact.

GUIDELINES FOR SITE PLAN

All variance applications should include a Site Plan. The Site Plan is the applicant's opportunity to graphically describe the proposed variance to the City Staff, the Board of Adjustment, and the public at large. The Board will receive copies of the site plan prior to the public hearings:

Recommended content for a Site Plan:

- property lines with dimensions
- existing building and structures, with distances from property lines and other structures labeled
- proposed structures with dimensions and distances labeled
- required setback lines
- proposed variance with dimensions labeled

Applicants are also encouraged to submit pictures of the property, pictures of the existing buildings, and/or pictures or drawings of the proposed structures.



QuikTrip Sign Variance/Letter of Intent

QuikTrip is currently under contract on the southwest corner of I-35E & FM 455/W. Chapman Drive.

Tract 1 Legal Description: A1241A TIERWESTER, TR 126, 1.806 ACRES, OLD DCAD SHT 4, TR 2

Tract 2 Legal Description: SANGER I-35 INDUSTRIAL PARK LOT 6R-1B

QuikTrip is requesting a variance under Ordinance - Sign Regulations, Section 3.1407, Subsection (b)(2) to allow a 293 square foot, 95' tall pylon sign and Subsection (A) to allow a 5' setback from the property line on the East corner of Highway I-35E frontage road. Also, to allow a 60 square foot, 20' tall pole sign with a 1' setback from the property line along the North West corner of FM455/W. Chapman Drive. Based on the property zoning, a pole sign is allowed to be up to 50' tall with a 150 square foot display and a 15' setback.

The pylon sign shown in the eastern corner of our proposed site is primarily geared for traffic along Highway I-35E, which is raised as it passes over FM 455. Using a crane with a flag to mimic the proposed sign at 50', we noticed significant visibility obstructions from vegetation while traveling southbound, along with a walkover bridge interfering with visibility headed northbound. Raising the crane to 95' provided adequate visibility for our sign to allow for motorist to safely maneuver into the exit lane.

With the aforementioned safety concerns, the southbound exit is approximately 3,743' from our site and the northbound exit being 2,971'. This distance requires a larger font size for legibility of the fuel price to motorist, in time to make a safe traffic maneuver. The additional 143 square feet of display allows us to increase the font size allowing for a longer distance of legibility for traffic traveling at 75 miles per hour.

The 15' setback requirement being strictly enforced would result in negative impacts to the proposed layout due to TxDOT's ROW take. To help offset any impacts from the variance, we have proposed an extra 446 square foot of landscaping along the frontage.

Respectfully,

Corey Vaughan

Real Estate Project Manager

QuikTrip Corporation

ARTICLE 3.1400 SIGN REGULATIONS*

Sec. 3.1401 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:

- (1) Safety. To promote the safety of persons and property by providing that signs:
 - (A) Promote and protect the public health, safety, comfort, morals and convenience;
 - (B) Do not obstruct firefighting or police surveillance; and
 - (C) 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.
- (2) 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:
 - (A) Businesses and services may identify themselves;
 - (B) Customers and other persons may locate a business or service;
 - (C) 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
 - (D) 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.
- (3) Environment Quality and Preservation. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - (A) Do not interfere with scenic views, protect and preserve the unique and natural beauty and historic values of the city;
 - (B) Do not create a nuisance to persons using the public rights-of-way;
 - (C) Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
 - (D) Are not detrimental to land or property values.

Sec. 3.1402 Administration

The provisions of this article shall be administered and enforced by the development services department.

Sec. 3.1403 Permit; Penalty for Violation

- (a) Required. It shall be unlawful for any person to erect, conduct major repair of or relocate any sign 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.
- (c) Insurance. Every applicant for a permit under this article for attached, detached and billboard signs erected or maintained in accordance with [Section 3.1407](#) shall carry a liability insurance policy (minimum \$20,000.00), which covers the subject sign during erection. The policy must be carried by an approved insurance company authorized to do business in the state. A bond covering the subject sign

will be acceptable. 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 Electrical Inspector. The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be approved by the electrical inspector prior to submission of the application to the development services department for final approval.

(f) Permit Fee Schedule. All attached, detached and non-premises signs, except those exempted from the provisions of this article, shall be charged a permit fee based on the fee schedule.

(g) Issuance. It shall be the duty of the inspector, upon the filing of an application for a permit under this article, to examine the plans and specifications and other data and the premises upon which the sign is proposed to be erected; and, if it shall appear that the proposed sign is in compliance with all the requirements of this article, the building code and all other laws and ordinances of the city, the permit shall then be issued.

(h) Time Limit for Completion of Work. If the work authorized by a permit issued under the provisions of this article has not been completed within 60 days after the date of issuance of the certificate of occupancy or the issuance of a sign permit, whichever is later, the permit shall become null and void.

(i) Revocation. All rights and privileges acquired under the provisions of this article or any amendment hereto are mere licenses, revocable at any time by the city council, and all permits issued hereunder shall contain this provision.

Sec. 3.1404 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:

Automobile Dealership, Franchise. Franchises that are granted specifically by a motor vehicle manufacturer to an authorized dealer for sales only of a specific make of motor vehicle such as Ford or Chevrolet.

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

Facade. 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 45 degrees of one another, they are to be considered as part of a single facade.

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.

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

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

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 50 percent of its replacement cost. 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 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 50 percent of the replacement cost of the sign.

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:

(1) Works of art that in no way identify a product or business and that are not displayed in conjunction with a for-profit enterprise;

- (2) Temporary decorations or displays directly incidental to and customary and commonly associated with the national, local or religious holiday celebrations; or
- (3) 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 no longer exists in any way or at any place.

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 12 inches from the building facade.

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.

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 6 feet in height from the adjacent ground level.

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.

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.

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

Sign, Non-Premises, Temporary Directional. A temporary sign, generally with a plastic, metal or cardboard back and a wooden or steel stake, used to promote the sale of property, lots or homes within a subdivision.

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

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, 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.

Wind-Driven Sign. Any sign consisting of one or a series of 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.

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.

Sec. 3.1405 Prohibited Signage

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

(1) Certain Illuminated Signs. No sign shall be illuminated to an intensity that causes glare or brightness to a degree that could constitute a hazard or nuisance. 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](#)(6) are allowed.

(2) Signs Containing Obscene Matter. Signs containing statements, words or pictures of an obscene character.

(3) 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.

(4) 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.

(5) 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)(Table 1).

(6) 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).

(7) 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 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 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.

(8) Miscellaneous.

(A) 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.

(B) Projecting signs are prohibited in all zones except as described in the commercial historic section of this article, [Section 3.1409](#)(5).

(C) Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade 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.

- (9) 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.
- (10) Banners or Pennants. Banners or pennants, other than those described in [Section 3.1407\(c\)\(4\)](#) and (g) are prohibited.
- (11) 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.
- (12) Billboards are prohibited.

Sec. 3.1406 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:

- (1) Detached signs shall be engineered to withstand a wind load of 30 pounds per square foot.
- (2) Abandoned signs shall be removed within 180 days after such business ceases. Signs may have the face replaced with a blank face of like material.
- (3) 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:
 - (A) 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.
 - (B) 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.
 - (C) External illumination is allowed on the following signs:
 - (i) Signs in the city's downtown commercial historical district;
 - (ii) Detached signs on tracts 25 acres or greater in industrial zoning districts;
 - (iii) Ground signs in business districts; and
 - (iv) Institutional signs and apartment signs.
- (4) 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.
- (5) 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.
- (6) Message signs are allowed up to 20 square feet and count toward the overall signage allowance.
- (7) A business that shares a cross access across another property to a different street may be allowed 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 8 square feet and no more than 6 feet in height.

Sec. 3.1407 Business and Agricultural Zoning Districts

(a) On-Premises Attached Signs.

- (1) Sign Allowance. The total area per face of a sign shall not exceed 1-1/2 square feet of face area for each linear foot of building fascia length. Allowances for individual occupancies within a multiuse building shall be calculated on leased or occupied fascia length. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. Said signage is to be applied (distributed) on the sides of the building where facing directly adjacent to the public right-of-way. Alternate signage is allowed on sides

of the building not adjacent to the public right-of-way not to exceed 1/3 of the allowance or 25 square feet, whichever is less.

(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 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 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.

(3) Sign and Letter/Logo Height in Relation to Building Height.

(A) For multistory structures, attached signage as described in subsection (a)(2) of this section is allowed between the ground levels to a height of 24 feet.

(B) For multistory structures that are 4 stories in height or more, the following standards shall apply to letter/logo height in relation to building height:

Maximum Height

| <u>Height of sign, 4 stories or greater</u> | <u>Maximum letter/logo height</u> |
|---|-----------------------------------|
| 4 stories | 36 inches |
| 5 to 10 stories | 48 inches |
| 11 to 15 stories | 60 inches |
| 16 stories and above | 72 inches |

Additionally, the above table represents the maximum letter and/or logo height in each sign height category. When a sign is totally composed of individually mounted letters, either one letter or one logo may be 25 percent taller than the maximum letter/logo height.

Such signage shall be located between the floor level of the top floor and the top of the fascia wall.

(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

(B) 5th Street (I-35 Business) from Keaton to Cowling

(C) 5th Street from FM 455 North to I-35 service road

(D) FM 455 from 5th Street to Acker Street

Note: 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.

(2) The city council, 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 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 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 100 feet of street frontage adjacent to a street with a right-of-way of 70 feet or less and does not exceed 10 feet in height, it may be considered a ground sign; provided that not less than 120 square feet of its area is below a height of 6 feet.

(C) **Multiuse Signs.** A multiuse 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 1.5 times the area allowed for a single-use sign on the site, or a maximum of 200 square feet, whichever is less. A multiuse sign may contain a directory or listing of the occupants within a center or multiuse development; provided that the directory portion of the sign shall not exceed 70 square feet or 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. If a multiuse 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 20 feet of the street intersection, unless the bottom of the sign exceeds 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 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 3 acres, two detached ground or pole signs are permitted with a maximum of 60 square feet per side, per sign and a maximum height of 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 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 50 percent the total allowable signage of the largest permitted sign up to a maximum of 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 1 primary sign for each franchise up to a maximum of 3 primary signs per dealership.

(B) Secondary Detached Signs. Secondary signs shall be permitted only if used for pre-owned automobiles and limited to 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 24 feet in height.

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

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

(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:

| <u>Size</u> | <u>Maximum size (square feet)</u> | <u>Maximum height (feet)</u> |
|--------------------|-----------------------------------|------------------------------|
| 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 32 square feet in sign area and 12 feet in height shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The sign shall be removed no later than 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 32 square feet or less.

(2) Temporary Directional Signs. Non-premises directional signage shall be prohibited within the city limits.

(3) 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 3 signs for each construction site, each such sign to be 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 such sign shall be permitted per area between 100 acres and 249 acres;
- (2) Two such signs shall be permitted per area between 250 acres and 499 acres;
- (3) Three such signs shall be permitted for 500 acres and three additional signs shall be permitted for each 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 32 square feet and 8 feet in height unless adjacent to I-35 where 96 square feet and 16 feet in height is allowed;
- (7) A permit shall expire after two years. Said permit may be renewed upon request by the property owner for another two-year period;
- (8) A permit fee of \$25.00 per sign shall be paid; and
- (9) There shall be a minimum separation between each sign of 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) New Business. For a new business, such signage shall not exceed 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.

(B) 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 at a permanently designated location on the building, canopy or fascia wall and shall not exceed 25 square feet. There shall be a permit obtained for the manner of designated and affixing of temporary banners and a one-time permit fee of \$50.00 shall be charged for each such location designation.

(2) Such signage shall be considered as part of the overall sign allowance and shall not be limited as to time of display; and the means of attachment shall not be visible from the public 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 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 3 inches in height or less is not included when determining an item of information.
- (C) Letters less than 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 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\(5\)](#).

Sec. 3.1408 Nonbusiness Zoning Districts

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

- (1) Nameplates. A nameplate, not exceeding 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.
- (2) Institutional Signs. An institutional sign, not exceeding 25 square feet per face, and 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\(3\)](#).
- (3) Real Estate Signs. A real estate sign, nonilluminated, advertising the sale or development of a subdivision containing an area of not less than 7 lots or 1 acre erected upon the property developed and advertised for sale; provided such sign is not in excess of 32 square feet in size and 8 feet in height, and not more than 1 such sign is placed per street frontage. Such signs shall be removed when the property is sold.
- (4) 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 32 square feet in size and 8 feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property, 96 square feet is the maximum allowed.
- (5) Apartment Signs. One identification sign per multifamily development, provided such sign does not exceed 25 square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed 16 square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within [Section 3.1406\(3\)](#).
- (6) Bed and Breakfast. One attached sign shall be permitted on the premises. Such sign shall not exceed 4 square feet in area and shall not include the word "hotel" or "motel."
- (7) Non-Premises Temporary Directional Signs. Non-premises real estate directional signs shall be prohibited in the city limits as described in [Section 3.1404](#).
- (8) Development Identification Signs. Project information or identification detached ground signs are permitted at the entrance of residential subdivisions. The maximum size shall be 32 square feet per sign with a maximum height of 6 feet. Signs may be located at each corner of the intersection of an entrance street.

Sec. 3.1409 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:

- (1) Signs must be designated and constructed in keeping with the nostalgic character of the downtown district. Signs are subject to review by the development services director and the director's approval is a prerequisite for the issuance of a sign permit.
- (2) 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.
- (3) No sign shall be allowed above the top of the second story windows of a building.
- (4) Hanging signs shall be allowed when such signs have a minimum clearance of 7 feet from the sidewalk and do not extend beyond an awning or canopy projection.
- (5) Projecting signs shall have a minimum clearance from the sidewalk of 8.5 feet and shall not

project more than 5 feet from the building or more than 50 percent of the width of the sidewalk adjacent to the building, whichever is less.

(6) Maximum size shall be based on the following:

(A) For every 1 linear foot of building primary or entrance frontage, 1-1/2 square feet of sign area shall be allowed.

(B) Signboards on secondary side street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.

(C) Window signs shall cover no more than 25 percent of the total glass area and this will count as one of the signs permitted.

(D) Each face of a hanging sign shall be no more than 5 square feet.

(E) Projecting signs shall be no more than 15 square feet in size with a maximum sign height of 3 feet from the top of the sign to the bottom.

(7) Two signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.

(8) One secondary entrance sign is permitted.

(9) Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:

(A) One such sign shall be permitted per primary entrance.

(B) Such signs may extend out a maximum of 2 feet from the building, with the maximum distance parallel to the right-of-way being 4 feet.

(C) A maximum of 8 square feet shall be permitted in the area of the sign or the area of the sidewalk used.

Sec. 3.1410 Multiple Building Lot Coordinated Signage

Planned Development District.

(1) 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.

(2) 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:

(A) The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.

(B) The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.

(C) The sign's relationship to proposed or existing landscaping.

Sec. 3.1411 Nonconforming Signs; Removal of Signs by City; Exceptions; Variances

(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 30 days of the effective date of this article.

(3) Nonconforming banners and pennants must be removed within 30 days of the effective date of this article.

- (4) Nonconforming portable signs must be removed within 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 30 days.
- (7) Any nonconforming sign which has been damaged by fire, wind or other cause in excess of 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 commercial historical 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 by the owner within 15 days after written notification of impoundment by paying a fee as follows:
 - (1) A fee of \$5.00 for signs that are 12 square feet or less in area.
 - (2) A fee of \$20.00 for signs that are larger than 12 square feet in area.
- (e) Disposal of Impounded Signs. Signs not recovered within 15 days after written notification 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 21 days prior to the event and shall be removed within 24 hours following the event. The maximum sign area shall be limited to 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 nameplate per public entrance per business, not exceeding 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

proceeding day before the sale and must be removed within 24 hours following the sale. The maximum sign area shall be limited to 4 square feet on each sign face. A garage sale permit is required.

(7) Menu Boards. Eating establishments with drive-through service are permitted 2 menu boards per premises, limited to 36 square feet in area and 6 feet in height.

(8) Window Signs. Window signs are exempt from the provisions of this article, providing not more than 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 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 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 40 square feet. One advertisement/identification flag or three government flags are permitted with a maximum of 3 such signs per premises.

(11) Political Signs. Such signs that satisfy the requirements of V.T.C.A., Local Government Code 216.903(d).

(12) Real Estate Signs. Such signs shall be nonilluminated, shall not exceed 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 32 square feet in area and 8 feet in height, shall be allowed per owner. On large tracts that exceed 0.25 mile of public right-of-way frontage, said owner may have one sign per 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 protective signs in accordance with the following provisions.

(A) Each sign must not exceed 2 square feet in area.

(B) Detached signs must not exceed 2 feet in height.

(C) Letters must not exceed four 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, may be attached or detached and may be erected without limit as to number; provided that such signs shall 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 4 square feet in area and a maximum of 6 feet in height.

(B) If a sign is an attached sign, the letters must not exceed 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 50 percent of such sign may be used for advertising or identification.

Sec. 3.1412 Meritorious Exceptions

(a) 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 signage over control.

(b) 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. Such proposals will be seriously and fairly considered by the city council.

Sec. 3.1413 Variances

The city council may hear appeals from the denial of a permit. Criteria for granting such a variance is as stated in the state statute, V.T.C.A., Local Government code 211.008 et seq., as it may be amended.

(Ordinance 02-01-09 adopted 2/17/09)

Sec. 3.1414 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.

(1) 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 10 feet above the roof of the building or the height of the parapet, whichever is greater.

(2) 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.

(Ordinance 10-16-12 adopted 10/15/12)

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

701 N STEMMONS - SIGN VARIANCE HEIGHT & SETBACK - PH

Conduct a Public Hearing on a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.A. to allow a variance from the maximum height of 50 feet for a pole sign and to allow for a height of 95 feet for a pole sign and from the maximum 150 square feet per side and to allow for 292.9 square feet per side and from the minimum setback of 15 feet and to allow for a setback of 5 feet. The proposed sign will be located at 701 N Stemmons. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

The applicant is requesting a variance from the maximum square footage per side of 150 feet and to allow for a square footage per side of 292.9 feet and from a maximum height of 50 feet and to allow for a maximum height of 95 feet and from a minimum setback of 15 feet and to allow for a setback of 5 feet for a pole sign. The property will be the site of a potential Quik Trip located at 701 N Stemmons. The applicant feels that with the raised elevation of the I-35 and the distance to the off ramps the increased size and height are necessary to allow for safe traffic maneuver off the highway. The applicant tested visibility by using a crane and flags to mimic the sign. The site also lost a large portion of land due to the TxDOT expansion thus the need for the reduced setback.

Staff mailed 7 letters to surrounding properties and received two letters in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

701 N STEMMONS - SIGN VARIANCE HEIGHT & SETBACK

Consider a Variance from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 Section b.2.A. to allow a variance from the maximum height of 50 feet for a pole sign and to allow for a height of 95 feet for a pole sign and from the maximum 150 square feet per side and to allow for 292.9 square feet per side and from the minimum setback of 15 feet and to allow for a setback of 5 feet. The proposed sign will be located at 701 N Stemmons. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is requesting a variance from the maximum square footage per side of 150 feet and to allow for a square footage per side of 292.9 feet and from a maximum height of 50 feet and to allow for a maximum height of 95 feet and from a minimum setback of 15 feet and to allow for a setback of 5 feet for a pole sign. The property will be the site of a potential Quik Trip located at 701 N Stemmons. The applicant feels that with the raised elevation of the I-35 and the distance to the off ramps the increased size and height are necessary to allow for safe traffic maneuver off the highway. The applicant tested visibility by using a crane and flags to mimic the sign. The site also lost a large portion of land due to the TxDOT expansion thus the need for the reduced setback.

Staff mailed 7 letters to surrounding properties and received two letters in favor.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

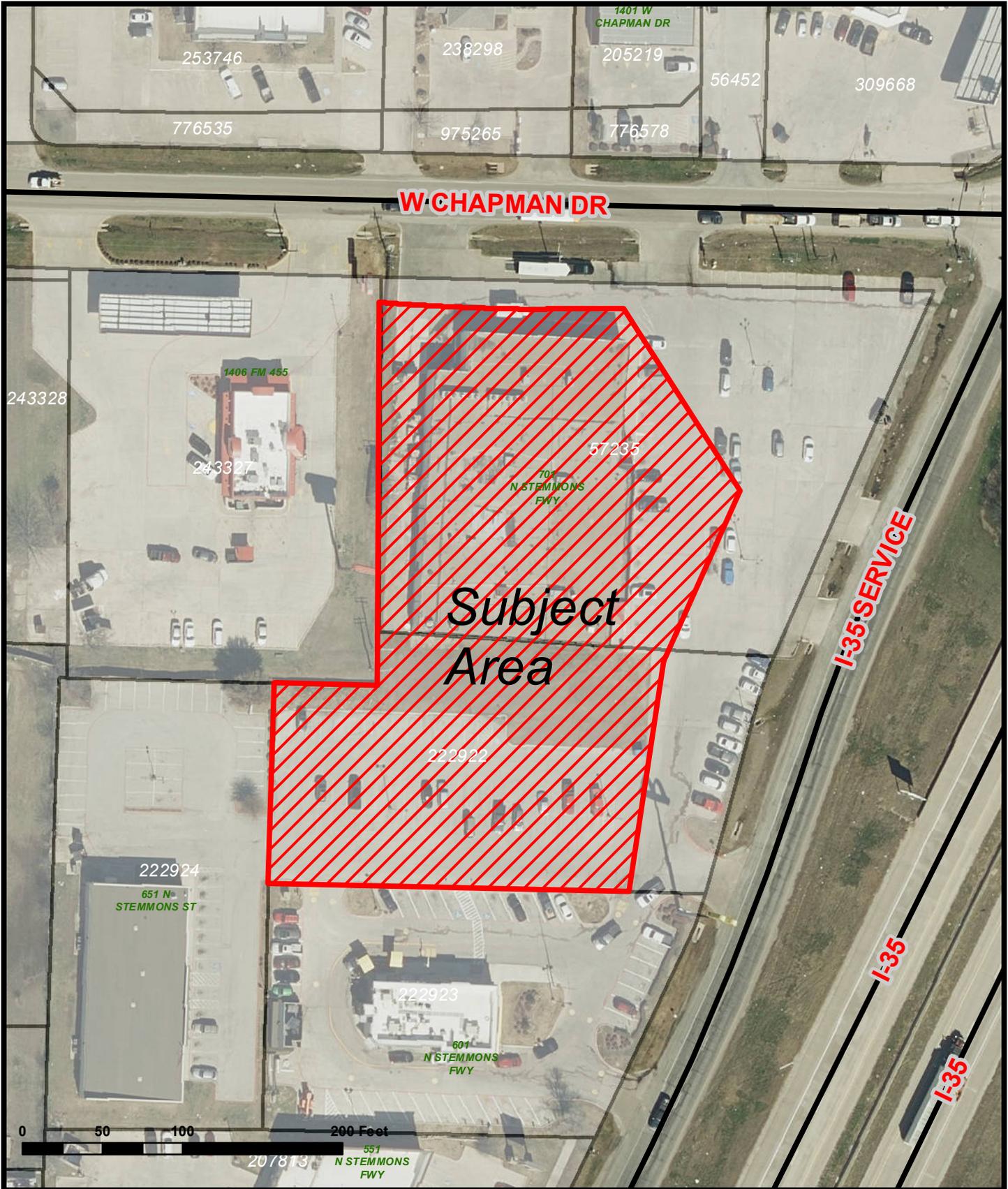
N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------------|-------------|------------|
| Location Map | 3/17/2022 | Cover Memo |
| Application | 3/17/2022 | Cover Memo |
| Letter of Intent | 3/17/2022 | Cover Memo |
| Site Plan | 3/17/2022 | Cover Memo |
| Renderings | 3/17/2022 | Cover Memo |
| ARTICLE 3.1407 SIGN REGULATIONS | 3/24/2022 | Cover Memo |
| Comment Response Form - In Favor | 3/28/2022 | Cover Memo |
| Comment Response Form 2 - In Favor | 3/28/2022 | Cover Memo |



Project Name: Quik Trip Variance
 Project: 22SANZON-0011



DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
 Date: 2/21/2022 3:19:24 PM
 Doc Name: 22SANZON-0011_Quiktrip Variance



SANGER

★ TEXAS

VARIANCE APPLICATION

| Applicant | Owner (if different from applicant) |
|--|---|
| Name: Corey Vaughan | Name: Steve Schmitz |
| Company: QT South LLC | Company: Clear Creek Retail, LLC |
| Address: 1120 N. Industrial Boulevard | Address: 211 W. California Street PO Box 388 |
| City, State, Zip Eules, TX 76039 | City, State, Zip Gainesville, TX 76241 |
| Phone: (817) 358 - 7680 | Phone: (940) 736 - 1547 |
| Fax: (918) 994 - 3799 | Fax: (940) 736 - 1547 |
| Email: cvaughan@quiktrip.com | Email: steve@mesa-re.com |

Submittal Checklist

| | |
|--|--|
| | Site Plan |
| | Letter of Intent |
| | \$200.00 Application Fee (Check Payable to City of Sanger) |

Describe the subject property (address, location, size, etc.):

801 N Stemmons Street Sanger, Texas 76266; SWC of I-35E & FM 455/W Chapman Drive; 1.75 Acres (2 tracks)
Track 1: A1241A TIERWESTER, TR 126, 1.806 ACRES, OLD DCAD SHT 4, TR 2; Track 2: SANGER I-35 INDUSTRIAL PARK LOT 6R-1B

Describe the proposed variance (how much, where on the property, for what purpose):

QuikTrip is requesting a variance under Chapter 14 Ordinance - Sign Regulations, Section 3.1407, Subsection (b)(2) to allow a 292.2 square foot, 95 feet tall high rise pole sign and Subsection (A) to allow a 5 foot setback from the property line on the east corner of Highway I-35E frontage road and northwest corner of FM455.

Owner Signature



Date

02/16/22

Office Use

| | |
|--|------|
| | Fee |
| | Date |



QuikTrip Sign Variance/Letter of Intent

QuikTrip is currently under contract on the southwest corner of I-35E & FM 455/W. Chapman Drive.

Tract 1 Legal Description: A1241A TIERWESTER, TR 126, 1.806 ACRES, OLD DCAD SHT 4, TR 2

Tract 2 Legal Description: SANGER I-35 INDUSTRIAL PARK LOT 6R-1B

QuikTrip is requesting a variance under Ordinance - Sign Regulations, Section 3.1407, Subsection (b)(2) to allow a 292.9 square foot, 95' tall pylon sign and Subsection (A) to allow a 5-foot setback from the property line along the east corner of Highway I-35E frontage road. Based on the property zoning, a pole sign is allowed to be up to 50' tall with a 150 square foot display and a 15' setback.

The pylon sign shown in the eastern corner of our proposed site is primarily geared for traffic along Highway I-35E, which is raised as it passes over FM 455. The raised elevation of the highway (approximately 17') is driving the need for a 95' pylon sign at this location. Using a crane with a flag to mimic the proposed sign at 50', we noticed significant visibility obstructions from vegetation while traveling southbound, along with a walkover bridge interfering with visibility headed northbound. Raising the crane to 95' provided adequate visibility for our sign to allow for motorist to safely maneuver into the exit lane.

With the aforementioned safety concerns, the southbound exit is approximately 3,743' from our site and the northbound exit being 2,971'. This distance requires a larger font size for legibility of the fuel price to motorist, in time to make a safe traffic maneuver. The additional 142.9 square feet of display allows us to increase the font size allowing for a longer distance of legibility for traffic traveling at 75 miles per hour.

The 15' setback requirement being strictly enforced would result in negative impacts to the proposed layout. To help offset any impacts from the variance, we have proposed an extra 446 square of landscaping along the frontage.

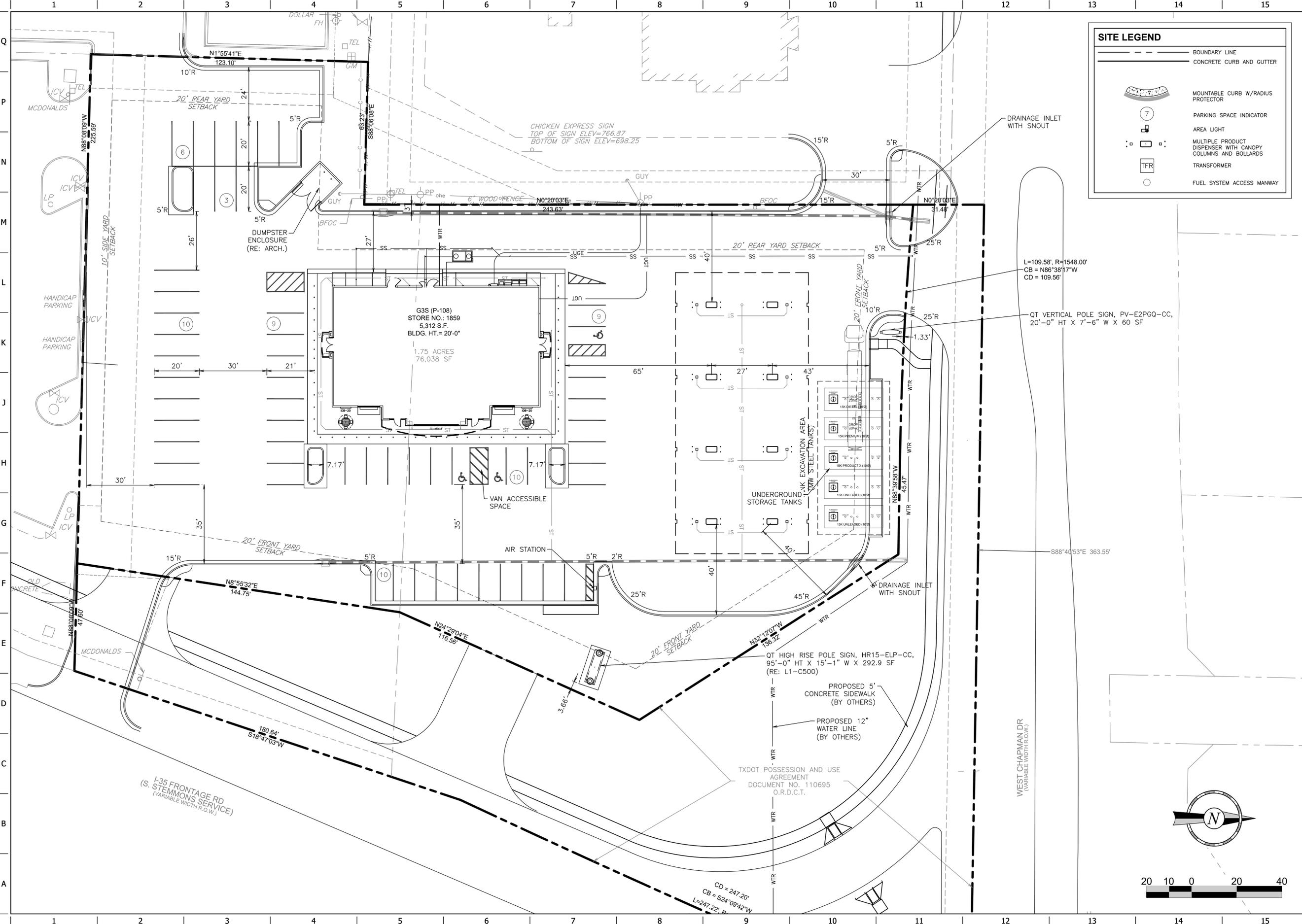
Respectfully,

Corey Vaughan

Real Estate Project Manager

QuikTrip Corporation

FILE LOCATION: K:\Jobs\QT21008_1859\Drawings\CDP\08-1859_Civil.dwg TAB NAME: Site (Prelim) USER: ramello SAVED: 2/16/2022 3:02 PM PLOTTED: 2/16/2022 3:17 PM



SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- MOUNTABLE CURB W/RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY

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 DATE: February 16, 2022
 PROJECT NO.: QT21008_1859
Kirkman ENGINEERING
 5200 State Highway 121
 Colleyville, Texas 76034
 Phone: 817-488-4960
 Texas Firm No: 15874

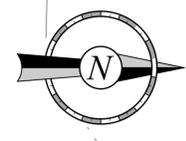
QuikTrip No. 1859
 SWC OF IH-35 & FM455
 SANGER, TEXAS

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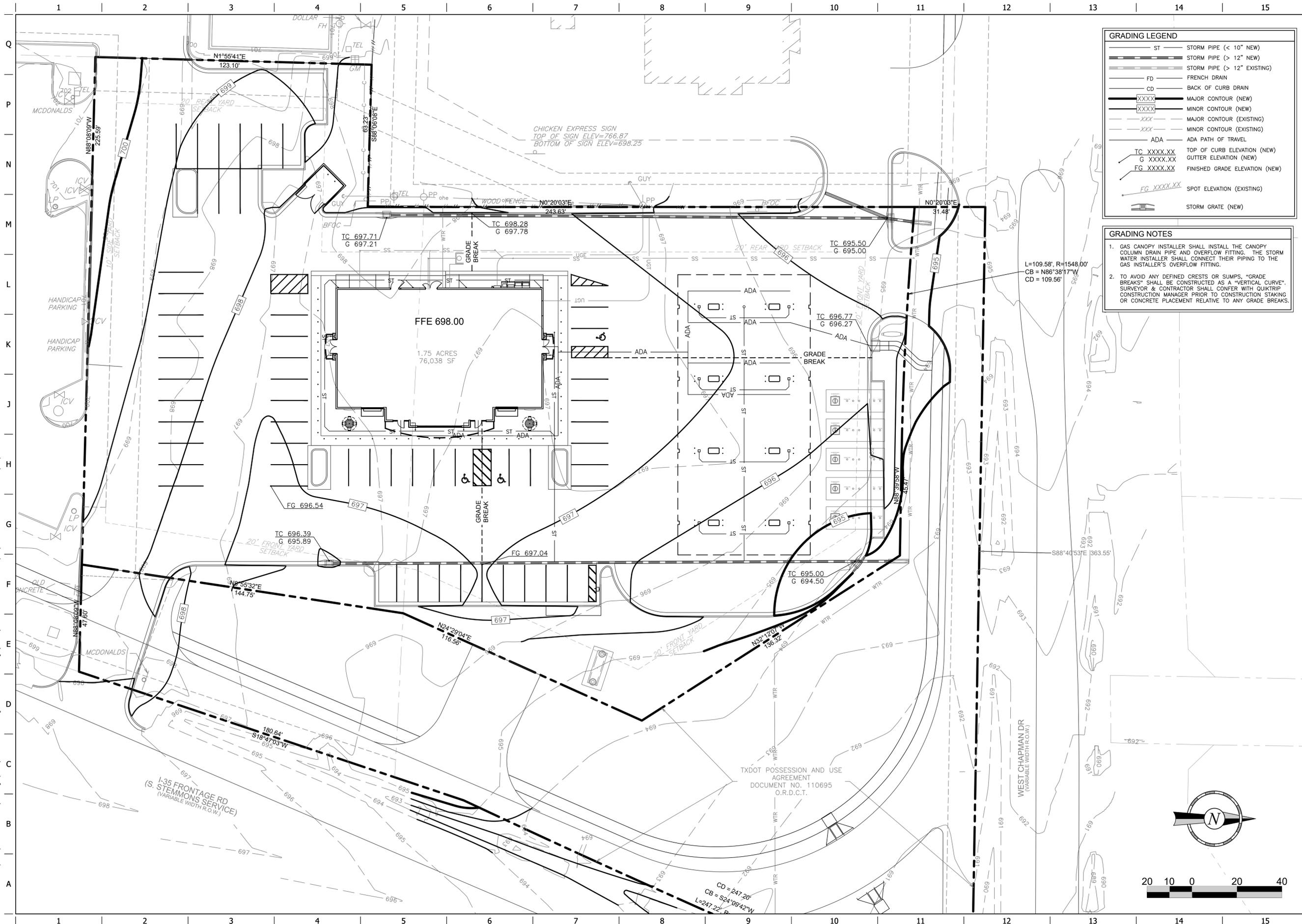
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GRADING LEGEND

| | |
|------------|--------------------------------|
| ST | STORM PIPE (< 10" NEW) |
| ST | STORM PIPE (> 12" NEW) |
| ST | STORM PIPE (> 12" EXISTING) |
| FD | FRENCH DRAIN |
| CD | BACK OF CURB DRAIN |
| XXXX | MAJOR CONTOUR (NEW) |
| XXX | MAJOR CONTOUR (EXISTING) |
| xxx | MINOR CONTOUR (EXISTING) |
| ADA | ADA PATH OF TRAVEL |
| TC XXXX.XX | TOP OF CURB ELEVATION (NEW) |
| G XXXX.XX | GUTTER ELEVATION (NEW) |
| FG XXXX.XX | FINISHED GRADE ELEVATION (NEW) |
| FG XXXX.XX | SPOT ELEVATION (EXISTING) |
| [Symbol] | STORM GRATE (NEW) |

- GRADING NOTES**
1. GAS CANOPY INSTALLER SHALL INSTALL THE CANOPY COLUMN DRAIN PIPE AND OVERFLOW FITTING. THE STORM WATER INSTALLER SHALL CONNECT THEIR PIPING TO THE GAS INSTALLER'S OVERFLOW FITTING.
 2. TO AVOID ANY DEFINED CRESTS OR SUMPS, "GRADE BREAKS" SHALL BE CONSTRUCTED AS A "VERTICAL CURVE". SURVEYOR & CONTRACTOR SHALL CONFER WITH QUIKTRIP CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION STAKING OR CONCRETE PLACEMENT RELATIVE TO ANY GRADE BREAKS.

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DATE: February 16, 2022
PROJECT NO.: QT21008_1859



QuikTrip No. 1859
SWC OF IH-35 & FM455
SANGER, TEXAS



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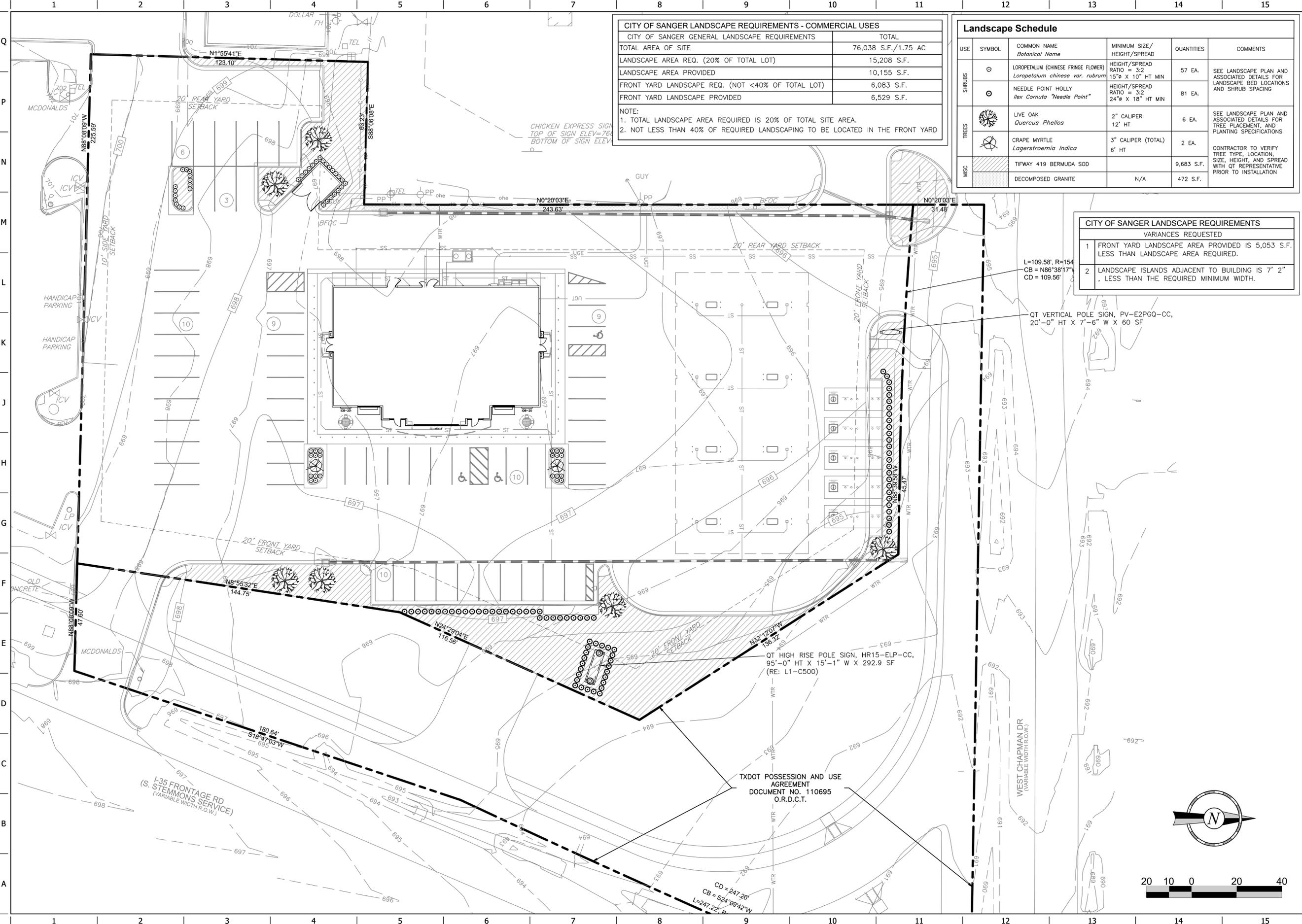
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VERSION: 001
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

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GRADING (PRELIM)

SHEET NUMBER:
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| CITY OF SANGER LANDSCAPE REQUIREMENTS - COMMERCIAL USES | |
|---|---------------------|
| CITY OF SANGER GENERAL LANDSCAPE REQUIREMENTS | TOTAL |
| TOTAL AREA OF SITE | 76,038 S.F./1.75 AC |
| LANDSCAPE AREA REQ. (20% OF TOTAL LOT) | 15,208 S.F. |
| LANDSCAPE AREA PROVIDED | 10,155 S.F. |
| FRONT YARD LANDSCAPE REQ. (NOT <40% OF TOTAL LOT) | 6,083 S.F. |
| FRONT YARD LANDSCAPE PROVIDED | 6,529 S.F. |

NOTE:
 1. TOTAL LANDSCAPE AREA REQUIRED IS 20% OF TOTAL SITE AREA.
 2. NOT LESS THAN 40% OF REQUIRED LANDSCAPING TO BE LOCATED IN THE FRONT YARD

| Landscape Schedule | | | | | |
|--------------------|--------|--|---|------------|---|
| USE | SYMBOL | COMMON NAME <i>Botanical Name</i> | MINIMUM SIZE/ HEIGHT/SPREAD | QUANTITIES | COMMENTS |
| SHRUBS | ⊙ | LOROPETALUM (CHINESE FRINGE FLOWER) <i>Loropetalum chinense var. rubrum</i> | HEIGHT/SPREAD RATIO = 3:2 15" x 10" HT MIN | 57 EA. | SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING |
| SHRUBS | ⊙ | NEEDLE POINT HOLLY <i>Ilex Cornuta "Needle Point"</i> | HEIGHT/SPREAD RATIO = 3:2 24" x 18" HT MIN | 81 EA. | |
| TREES | 🌳 | LIVE OAK <i>Quercus Phellos</i> | 2" CALIPER 12' HT | 6 EA. | SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS |
| TREES | 🌳 | GRAPE MYRTLE <i>Lagerstroemia Indica</i> | 3" CALIPER (TOTAL) 6' HT | 2 EA. | CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION |
| MISC | | TIFWAY 419 BERMUDA SOD | | 9,683 S.F. | |
| MISC | | DECOMPOSED GRANITE | N/A | 472 S.F. | |

| CITY OF SANGER LANDSCAPE REQUIREMENTS | |
|---------------------------------------|---|
| VARIANCES REQUESTED | |
| 1 | FRONT YARD LANDSCAPE AREA PROVIDED IS 5,053 S.F. LESS THAN LANDSCAPE AREA REQUIRED. |
| 2 | LANDSCAPE ISLANDS ADJACENT TO BUILDING IS 7' 2" LESS THAN THE REQUIRED MINIMUM WIDTH. |

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 DATE: February 16, 2022
 PROJECT NO.: QT21008_1859

5200 State Highway 121
 Colleyville, Texas 76034
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QuikTrip No. 1859
 SWC OF IH-35 & FM455
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| DIVISION: |
| VERSION: 001 |
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SHEET TITLE:
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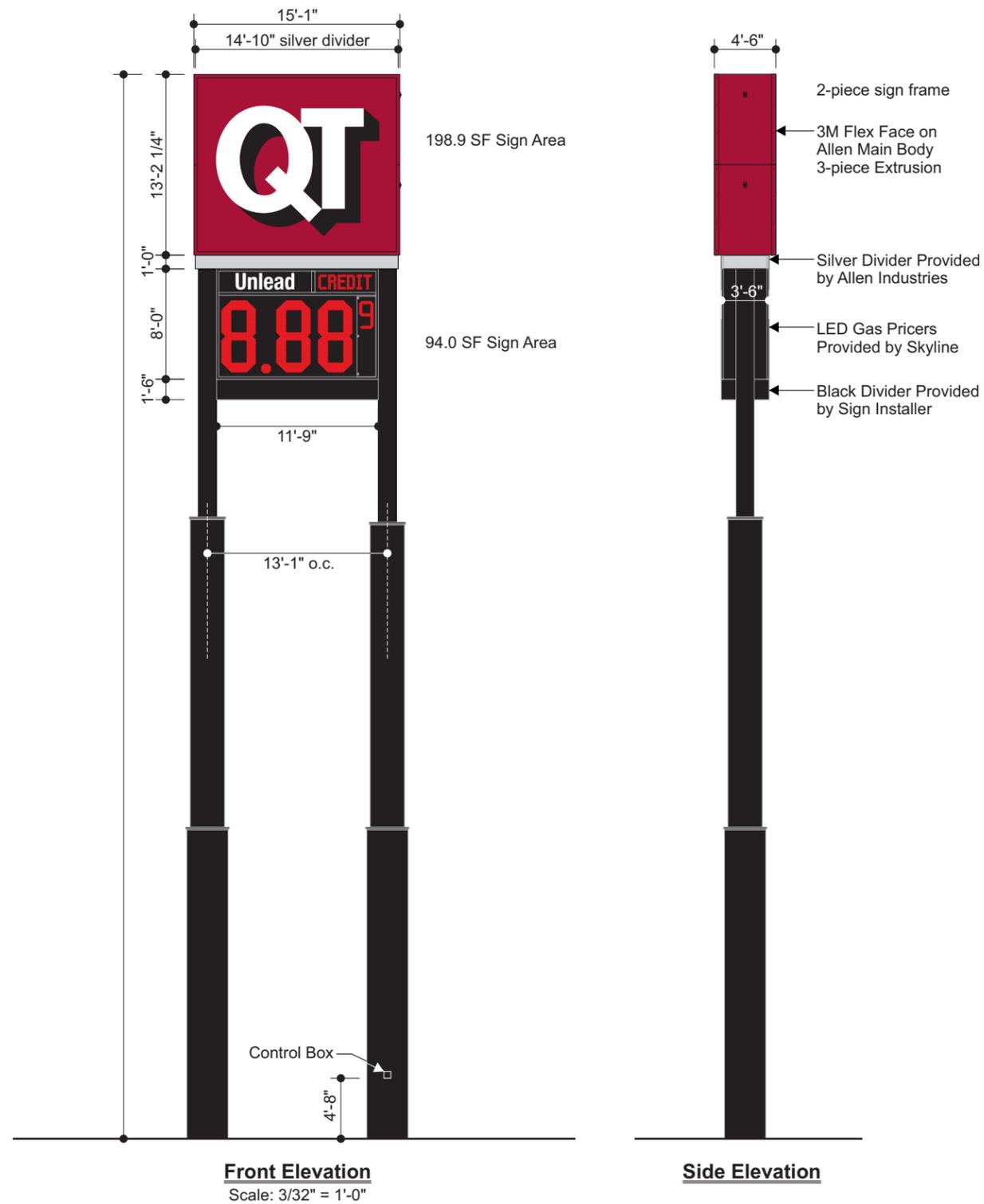
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-HR15-ELP-CC High Rise Sign

- QT Logo
- Silver Fabricated Aluminum Divider
- One (1) Product LED Gas Price Sign
- 292.9 Square Feet Sign Area

Notes:

- 1.) Engineering provided by QT.
- 2.) Steel supports provided by QT.



Color Specifications

All Paint Finishes to be Akzo Nobel

- Opaque Silver
- Translucent White
- Black - Low Gloss
- Matte White (Interior of Sign)
- Match 3M Cardinal Red #3632-53
- Match PMS 349C

Regarding Fabrication Fit & Finish of All QT Signs:

- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.



-HR15-ELP-CC

Project Information

Client
QuikTrip
Location

Sales **House** Design **CT** Project Manager **James Gentry**

Date / Description

| Date | Issue Date | Initial |
|----------|------------|---------|
| 12/18/19 | | |
| 01/10/20 | Rev. 1 | CT |
| 02/12/20 | Rev. 2 | CT |
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Notes

Store

Declaration

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Allen Industries
 FILE NUMBER: E212503

Listed Electric Sign Complies with
 UL48
 CSA C22.2 No. 207
 MET E212503 A11 017510

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

GROUNDING ELECTRICAL CONNECTIONS

Allen Industries
 YOUR BRAND AT ITS BEST™
1-800-967-2553
www.allenindustries.com

ARTICLE 3.1400 SIGN REGULATIONS*

Sec. 3.1401 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:

- (1) Safety. To promote the safety of persons and property by providing that signs:
 - (A) Promote and protect the public health, safety, comfort, morals and convenience;
 - (B) Do not obstruct firefighting or police surveillance; and
 - (C) 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.
- (2) 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:
 - (A) Businesses and services may identify themselves;
 - (B) Customers and other persons may locate a business or service;
 - (C) 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
 - (D) 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.
- (3) Environment Quality and Preservation. To protect the public welfare and to enhance the appearance and economic value of the landscape by providing that signs:
 - (A) Do not interfere with scenic views, protect and preserve the unique and natural beauty and historic values of the city;
 - (B) Do not create a nuisance to persons using the public rights-of-way;
 - (C) Do not create a nuisance to the occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
 - (D) Are not detrimental to land or property values.

Sec. 3.1402 Administration

The provisions of this article shall be administered and enforced by the development services department.

Sec. 3.1403 Permit; Penalty for Violation

- (a) Required. It shall be unlawful for any person to erect, conduct major repair of or relocate any sign 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.
- (c) Insurance. Every applicant for a permit under this article for attached, detached and billboard signs erected or maintained in accordance with [Section 3.1407](#) shall carry a liability insurance policy (minimum \$20,000.00), which covers the subject sign during erection. The policy must be carried by an approved insurance company authorized to do business in the state. A bond covering the subject sign

will be acceptable. 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 Electrical Inspector. The application for a permit for the erection of a sign in which electrical wiring and connections are to be used shall be approved by the electrical inspector prior to submission of the application to the development services department for final approval.

(f) Permit Fee Schedule. All attached, detached and non-premises signs, except those exempted from the provisions of this article, shall be charged a permit fee based on the fee schedule.

(g) Issuance. It shall be the duty of the inspector, upon the filing of an application for a permit under this article, to examine the plans and specifications and other data and the premises upon which the sign is proposed to be erected; and, if it shall appear that the proposed sign is in compliance with all the requirements of this article, the building code and all other laws and ordinances of the city, the permit shall then be issued.

(h) Time Limit for Completion of Work. If the work authorized by a permit issued under the provisions of this article has not been completed within 60 days after the date of issuance of the certificate of occupancy or the issuance of a sign permit, whichever is later, the permit shall become null and void.

(i) Revocation. All rights and privileges acquired under the provisions of this article or any amendment hereto are mere licenses, revocable at any time by the city council, and all permits issued hereunder shall contain this provision.

Sec. 3.1404 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:

Automobile Dealership, Franchise. Franchises that are granted specifically by a motor vehicle manufacturer to an authorized dealer for sales only of a specific make of motor vehicle such as Ford or Chevrolet.

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

Facade. 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 45 degrees of one another, they are to be considered as part of a single facade.

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.

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

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

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 50 percent of its replacement cost. 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 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 50 percent of the replacement cost of the sign.

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:

(1) Works of art that in no way identify a product or business and that are not displayed in conjunction with a for-profit enterprise;

- (2) Temporary decorations or displays directly incidental to and customary and commonly associated with the national, local or religious holiday celebrations; or
- (3) 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 no longer exists in any way or at any place.

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 12 inches from the building facade.

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.

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 6 feet in height from the adjacent ground level.

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.

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.

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

Sign, Non-Premises, Temporary Directional. A temporary sign, generally with a plastic, metal or cardboard back and a wooden or steel stake, used to promote the sale of property, lots or homes within a subdivision.

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

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, 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.

Wind-Driven Sign. Any sign consisting of one or a series of 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.

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.

Sec. 3.1405 Prohibited Signage

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

(1) Certain Illuminated Signs. No sign shall be illuminated to an intensity that causes glare or brightness to a degree that could constitute a hazard or nuisance. 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](#)(6) are allowed.

(2) Signs Containing Obscene Matter. Signs containing statements, words or pictures of an obscene character.

(3) 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.

(4) 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.

(5) 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)(Table 1).

(6) 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).

(7) 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 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 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.

(8) Miscellaneous.

(A) 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.

(B) Projecting signs are prohibited in all zones except as described in the commercial historic section of this article, [Section 3.1409](#)(5).

(C) Signs that are erected upon or applied to any roof are prohibited. A mansard-style roof shall be considered as part of the building facade 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.

(9) 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.

(10) Banners or Pennants. Banners or pennants, other than those described in [Section 3.1407\(c\)\(4\)](#) and (g) are prohibited.

(11) 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.

(12) Billboards are prohibited.

Sec. 3.1406 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:

(1) Detached signs shall be engineered to withstand a wind load of 30 pounds per square foot.

(2) Abandoned signs shall be removed within 180 days after such business ceases. Signs may have the face replaced with a blank face of like material.

(3) 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:

(A) 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.

(B) 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.

(C) External illumination is allowed on the following signs:

(i) Signs in the city's downtown commercial historical district;

(ii) Detached signs on tracts 25 acres or greater in industrial zoning districts;

(iii) Ground signs in business districts; and

(iv) Institutional signs and apartment signs.

(4) 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.

(5) 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.

(6) Message signs are allowed up to 20 square feet and count toward the overall signage allowance.

(7) A business that shares a cross access across another property to a different street may be allowed 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 8 square feet and no more than 6 feet in height.

Sec. 3.1407 Business and Agricultural Zoning Districts

(a) On-Premises Attached Signs.

(1) Sign Allowance. The total area per face of a sign shall not exceed 1-1/2 square feet of face area for each linear foot of building fascia length. Allowances for individual occupancies within a multiuse building shall be calculated on leased or occupied fascia length. If the lot on which the building is located has multiple right-of-way frontage, each street frontage shall be counted for purposes of determining attached sign allowance. Said signage is to be applied (distributed) on the sides of the building where facing directly adjacent to the public right-of-way. Alternate signage is allowed on sides

of the building not adjacent to the public right-of-way not to exceed 1/3 of the allowance or 25 square feet, whichever is less.

(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 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 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.

(3) Sign and Letter/Logo Height in Relation to Building Height.

(A) For multistory structures, attached signage as described in subsection (a)(2) of this section is allowed between the ground levels to a height of 24 feet.

(B) For multistory structures that are 4 stories in height or more, the following standards shall apply to letter/logo height in relation to building height:

Maximum Height

| <u>Height of sign, 4 stories or greater</u> | <u>Maximum letter/logo height</u> |
|---|-----------------------------------|
| 4 stories | 36 inches |
| 5 to 10 stories | 48 inches |
| 11 to 15 stories | 60 inches |
| 16 stories and above | 72 inches |

Additionally, the above table represents the maximum letter and/or logo height in each sign height category. When a sign is totally composed of individually mounted letters, either one letter or one logo may be 25 percent taller than the maximum letter/logo height.

Such signage shall be located between the floor level of the top floor and the top of the fascia wall.

(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
- (B) 5th Street (I-35 Business) from Keaton to Cowling
- (C) 5th Street from FM 455 North to I-35 service road
- (D) FM 455 from 5th Street to Acker Street

Note: 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.

(2) The city council, 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 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 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 100 feet of street frontage adjacent to a street with a right-of-way of 70 feet or less and does not exceed 10 feet in height, it may be considered a ground sign; provided that not less than 120 square feet of its area is below a height of 6 feet.

(C) **Multiuse Signs.** A multiuse 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 1.5 times the area allowed for a single-use sign on the site, or a maximum of 200 square feet, whichever is less. A multiuse sign may contain a directory or listing of the occupants within a center or multiuse development; provided that the directory portion of the sign shall not exceed 70 square feet or 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. If a multiuse 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 20 feet of the street intersection, unless the bottom of the sign exceeds 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 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 3 acres, two detached ground or pole signs are permitted with a maximum of 60 square feet per side, per sign and a maximum height of 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 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 50 percent the total allowable signage of the largest permitted sign up to a maximum of 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 1 primary sign for each franchise up to a maximum of 3 primary signs per dealership.

(B) Secondary Detached Signs. Secondary signs shall be permitted only if used for pre-owned automobiles and limited to 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 24 feet in height.

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

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

(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:

| <u>Size</u> | <u>Maximum size (square feet)</u> | <u>Maximum height (feet)</u> |
|--------------------|-----------------------------------|------------------------------|
| 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 32 square feet in sign area and 12 feet in height shall be permitted on tracts of 50 acres or less, and not exceeding 96 square feet in area and 16 feet in height for tracts of land over 50 acres. On tracts of 50 acres or greater with 1,000 feet of frontage adjacent to the public right-of-way, a sign not to exceed 200 square feet per side and 16 feet in height shall be permitted. The sign shall be removed no later than 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 32 square feet or less.

(2) Temporary Directional Signs. Non-premises directional signage shall be prohibited within the city limits.

(3) 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 3 signs for each construction site, each such sign to be 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 such sign shall be permitted per area between 100 acres and 249 acres;
- (2) Two such signs shall be permitted per area between 250 acres and 499 acres;
- (3) Three such signs shall be permitted for 500 acres and three additional signs shall be permitted for each 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 32 square feet and 8 feet in height unless adjacent to I-35 where 96 square feet and 16 feet in height is allowed;
- (7) A permit shall expire after two years. Said permit may be renewed upon request by the property owner for another two-year period;
- (8) A permit fee of \$25.00 per sign shall be paid; and
- (9) There shall be a minimum separation between each sign of 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) New Business. For a new business, such signage shall not exceed 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.

(B) 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 at a permanently designated location on the building, canopy or fascia wall and shall not exceed 25 square feet. There shall be a permit obtained for the manner of designated and affixing of temporary banners and a one-time permit fee of \$50.00 shall be charged for each such location designation.

(2) Such signage shall be considered as part of the overall sign allowance and shall not be limited as to time of display; and the means of attachment shall not be visible from the public 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 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 3 inches in height or less is not included when determining an item of information.
- (C) Letters less than 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 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\(5\)](#).

Sec. 3.1408 Nonbusiness Zoning Districts

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

- (1) Nameplates. A nameplate, not exceeding 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.
- (2) Institutional Signs. An institutional sign, not exceeding 25 square feet per face, and 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\(3\)](#).
- (3) Real Estate Signs. A real estate sign, nonilluminated, advertising the sale or development of a subdivision containing an area of not less than 7 lots or 1 acre erected upon the property developed and advertised for sale; provided such sign is not in excess of 32 square feet in size and 8 feet in height, and not more than 1 such sign is placed per street frontage. Such signs shall be removed when the property is sold.
- (4) 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 32 square feet in size and 8 feet in height; and such sign shall be removed prior to the issuance of a certificate of occupancy for said property, 96 square feet is the maximum allowed.
- (5) Apartment Signs. One identification sign per multifamily development, provided such sign does not exceed 25 square feet in area at the primary entrance; and one sign per secondary entrance is not to exceed 16 square feet. Such sign shall require a permit and may be illuminated according to the provisions contained within [Section 3.1406\(3\)](#).
- (6) Bed and Breakfast. One attached sign shall be permitted on the premises. Such sign shall not exceed 4 square feet in area and shall not include the word "hotel" or "motel."
- (7) Non-Premises Temporary Directional Signs. Non-premises real estate directional signs shall be prohibited in the city limits as described in [Section 3.1404](#).
- (8) Development Identification Signs. Project information or identification detached ground signs are permitted at the entrance of residential subdivisions. The maximum size shall be 32 square feet per sign with a maximum height of 6 feet. Signs may be located at each corner of the intersection of an entrance street.

Sec. 3.1409 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:

- (1) Signs must be designated and constructed in keeping with the nostalgic character of the downtown district. Signs are subject to review by the development services director and the director's approval is a prerequisite for the issuance of a sign permit.
- (2) 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 fluorescent paints and LED.
- (3) No sign shall be allowed above the top of the second story windows of a building.
- (4) Hanging signs shall be allowed when such signs have a minimum clearance of 7 feet from the sidewalk and do not extend beyond an awning or canopy projection.
- (5) Projecting signs shall have a minimum clearance from the sidewalk of 8.5 feet and shall not

project more than 5 feet from the building or more than 50 percent of the width of the sidewalk adjacent to the building, whichever is less.

(6) Maximum size shall be based on the following:

(A) For every 1 linear foot of building primary or entrance frontage, 1-1/2 square feet of sign area shall be allowed.

(B) Signboards on secondary side street frontage shall not exceed one-half the size of signboards on the primary or entrance frontage.

(C) Window signs shall cover no more than 25 percent of the total glass area and this will count as one of the signs permitted.

(D) Each face of a hanging sign shall be no more than 5 square feet.

(E) Projecting signs shall be no more than 15 square feet in size with a maximum sign height of 3 feet from the top of the sign to the bottom.

(7) Two signs are permitted per primary entrance, plus one additional hanging sign, if a canopy is used.

(8) One secondary entrance sign is permitted.

(9) Menu boards, portable signs or display signs are allowed, provided they adhere to the following criteria:

(A) One such sign shall be permitted per primary entrance.

(B) Such signs may extend out a maximum of 2 feet from the building, with the maximum distance parallel to the right-of-way being 4 feet.

(C) A maximum of 8 square feet shall be permitted in the area of the sign or the area of the sidewalk used.

Sec. 3.1410 Multiple Building Lot Coordinated Signage

Planned Development District.

(1) 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.

(2) 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:

(A) The sign's compatibility with surrounding signage as related to location, height, size, setback, etc.

(B) The sign's compatibility with aesthetics as related to color scheme, shapes, design, materials, etc.

(C) The sign's relationship to proposed or existing landscaping.

Sec. 3.1411 Nonconforming Signs; Removal of Signs by City; Exceptions; Variances

(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 30 days of the effective date of this article.

(3) Nonconforming banners and pennants must be removed within 30 days of the effective date of this article.

- (4) Nonconforming portable signs must be removed within 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 30 days.
- (7) Any nonconforming sign which has been damaged by fire, wind or other cause in excess of 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 commercial historical 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 by the owner within 15 days after written notification of impoundment by paying a fee as follows:
 - (1) A fee of \$5.00 for signs that are 12 square feet or less in area.
 - (2) A fee of \$20.00 for signs that are larger than 12 square feet in area.
- (e) Disposal of Impounded Signs. Signs not recovered within 15 days after written notification 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 21 days prior to the event and shall be removed within 24 hours following the event. The maximum sign area shall be limited to 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 nameplate per public entrance per business, not exceeding 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

proceeding day before the sale and must be removed within 24 hours following the sale. The maximum sign area shall be limited to 4 square feet on each sign face. A garage sale permit is required.

- (7) Menu Boards. Eating establishments with drive-through service are permitted 2 menu boards per premises, limited to 36 square feet in area and 6 feet in height.
- (8) Window Signs. Window signs are exempt from the provisions of this article, providing not more than 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 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 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 40 square feet. One advertisement/identification flag or three government flags are permitted with a maximum of 3 such signs per premises.
- (11) Political Signs. Such signs that satisfy the requirements of V.T.C.A., Local Government Code 216.903(d).
- (12) Real Estate Signs. Such signs shall be nonilluminated, shall not exceed 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 32 square feet in area and 8 feet in height, shall be allowed per owner. On large tracts that exceed 0.25 mile of public right-of-way frontage, said owner may have one sign per 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 protective signs in accordance with the following provisions.
 - (A) Each sign must not exceed 2 square feet in area.
 - (B) Detached signs must not exceed 2 feet in height.
 - (C) Letters must not exceed four 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, may be attached or detached and may be erected without limit as to number; provided that such signs shall 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 4 square feet in area and a maximum of 6 feet in height.
 - (B) If a sign is an attached sign, the letters must not exceed 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 50 percent of such sign may be used for advertising or identification.

Sec. 3.1412 Meritorious Exceptions

- (a) 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 signage over control.

(b) 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. Such proposals will be seriously and fairly considered by the city council.

Sec. 3.1413 Variances

The city council may hear appeals from the denial of a permit. Criteria for granting such a variance is as stated in the state statute, V.T.C.A., Local Government code 211.008 et seq., as it may be amended.

(Ordinance 02-01-09 adopted 2/17/09)

Sec. 3.1414 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.

(1) 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 10 feet above the roof of the building or the height of the parapet, whichever is greater.

(2) 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.

(Ordinance 10-16-12 adopted 10/15/12)

Response Form

22SANZON-0011

Sign Variance 701 N Stemmons

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

Project No: 22SANZON-0011/ Sign Variance 701 N Stemmons

Please circle one: In favor of request Opposed to request

Comments:

Signature

Emily S Coleman

Printed Name

Emily S. Coleman

Mailing Address

PO Box 844

City, State, Zip

Gainesville, TX 76241

Phone Number

800-239-0975

Email Address

mrsemilycoleman@gmail.com

Physical Address of Property within 200 feet

1406 W Chapman

Sanger, TX. 76266

Response Form

22SANZON-0011

Sign Variance 701 N Stemmons

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Please circle one: In favor of request Opposed to request

Comments:

Signature

Emily S Coleman

Printed Name

Emily S. Coleman

Mailing Address

PO Box 844

City, State, Zip

Gainesville, TX 76241

Phone Number

800-239-0975

Email Address

mrsemilycoleman@gmail.com

Physical Address of Property within 200 feet

1406 W Chapman

Sanger, TX. 76266

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

SANGER 2040 COMPREHENSIVE PLAN - PH

Conduct a public hearing on the adoption of the Sanger 2040 Comprehensive Plan to include updated Future Land Use Map, and updated Thoroughfare Plan. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

A Comprehensive Plan is meant to be an evolving document that sets visions and goals for the future and provides a foundation for land use regulations within the City. Norris Design was contracted to develop the Sanger 2040 Comprehensive Plan. The plan includes an updated Future Land Use Map, updated Thoroughfare Plan, and new logo design. As part of the development phase the City along with Norris hosted three public meetings to gain input from citizens. These meetings were well attended and provided insight to the community's needs and ideas. Norris also held monthly meeting with committees and staff throughout the plan's development. The final product is the Sanger 2040 Comprehensive Plan.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: April 4, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

2040 SANGER COMPREHENSIVE PLAN

Consider Ordinance No. 04-10-22 adopting the Sanger 2040 Comprehensive Plan to include updated Future Land Use Map, and updated Thoroughfare Plan. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

A Comprehensive Plan is meant to be an evolving document that sets visions and goals for the future and provides a foundation for land use regulations within a City. Norris Design was contracted to develop the Sanger 2040 Comprehensive Plan. The plan includes an updated Future Land Use Map, updated Thoroughfare Plan, and new logo design. As part of the development phase, the City along with Norris hosted three public meetings to gain input from citizens. These meetings were well attended and provided insight to the community's needs and ideas. Norris also held monthly meetings with committees and staff throughout the Plan's development. The final product is the Sanger 2040 Comprehensive Plan.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|---------------------|-------------|------------|
| Ordinance #04-10-22 | 3/25/2022 | Cover Memo |
| Exhibit A | 3/25/2022 | Cover Memo |
| Maps Exhibit A | 3/25/2022 | Cover Memo |

CITY OF SANGER, TEXAS

ORDINANCE # 04-10-22

AN ORDINANCE OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, ADOPTING THE COMPREHENSIVE PLAN; PROVIDING FOR AN EXHIBIT “A” SANGER 2040 COMPREHENSIVE PLAN TO INCLUDE A FUTURE LAND USE PLAN AND THOROUGHFARE PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 213 of the Local Government Code provides for municipalities to adopt comprehensive plans for the long-range development of the municipality; and

WHEREAS, the City Council has determined that direction is necessary to update the long-range development efforts of the City; and

WHEREAS, the City of Sanger has engaged the firm of Norris Design, to assist in developing strategies to implement these long-range efforts and have documented these strategies in the document titled “Sanger 2040 Comprehensive Plan”; and

WHEREAS, during the planning process, the City of Sanger held workshops with the general public, a citizens’ committee, the Planning and Zoning Commission, and the City Council; and

WHEREAS, all said workshops and meetings have been open to the public for input; and

WHEREAS, due notice of hearings was made in the time and manner prescribed by law and the City Council of the City of Sanger, Texas, duly covered and conducted a public hearing to receive public input; and

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

SECTION 1. That the document attached as Exhibit “A” and titled “Sanger 2040 Comprehensive Plan” be adopted as the Comprehensive Land Use Plan for the City of Sanger, Texas.

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 cases provide.

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

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT “A”

SANGER 2040 COMPREHENSIVE PLAN

SANGER



SANGER 2040 COMPREHENSIVE PLAN 16 MAR 2022



SANGER 2040 PLAN

40



*Thanks to all of the citizens
and stakeholders of Sanger
who participated in the
planning process.*

COMPREHENSIVE PLAN

SANGER 2040

16 MAR 2022

Prepared for:



City of Sanger, TX
502 Elm Street
PO Box 1729
Sanger, TX
(940)-458-7930

Prepared by:



Norris Design
208 North Market Street #250
Dallas, TX
(972)-232-4169

ACKNOWLEDGMENTS

The City of Sanger would like to thank the many individuals who contributed to the creation of the Sanger 2040 Comprehensive Plan.

CITY OF SANGER MAYOR AND CITY COUNCIL

Thomas Muir, *Mayor*
Marissa Barrett, *Place One*
Gary Bilyeu, *Place Two*
Dennis Dillon, *Place Three*
Allen Chick, *Place Four*
Victor Gann, *Place Five*

PLANNING & ZONING COMMISSION

Shane Stone, *Place One*
Sally Amendola, *Place Two*
Jackie Turner, *Place Three*
Allen McAlister, *Place Four*
Matt Fuller, *Place Five*
Jason Miller, *Place Six*
Phillip Surlles, *Place Seven*
Bo Cooper, *Alternate*

CITY STAFF

John C. Noblitt, *City Manager*
Alina Ciocan, *Assistant City Manager*
Kelly Edwards, *City Secretary*
Christy Dyer, *Deputy City Secretary*
Ramie Hammonds, *Development Services Director*
Shani Bradshaw, *Director of Economic Development*
Jim Bolz, *Director of Public Works*
Waylon Rhodes, *Chief of Police*
Audrey Tolle, *Library Director*
Muzaib Riaz, *Planner (Early Contribution)*

BRANDING COMMITTEE

| | |
|-----------------|----------------------------|
| Debbie Reaves | <i>Chamber of Commerce</i> |
| Marissa Barrett | <i>City Council</i> |
| Valerie Foster | <i>Sanger ISD</i> |
| Bill Boutwell | <i>Former City Council</i> |
| Selina Swaim | <i>Sanger ISD</i> |
| Allen Chick | <i>City Council</i> |
| Ramie Hammonds | <i>City Staff</i> |
| Shani Bradshaw | <i>City Staff</i> |

COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC)

| | |
|-----------------------------------|----------------------------------|
| Rev. Reginald Logan, <i>Chair</i> | <i>Citizen</i> |
| Sue Allison, <i>Vice Chair</i> | <i>4A Board</i> |
| Kelsi Bannahan | <i>Chamber of Commerce</i> |
| Justin Swaim | <i>4B Board</i> |
| Jackie Turner | <i>Parks Board</i> |
| Matt Fuller | <i>P&Z Commission</i> |
| Jeff Springer | <i>Property Owner</i> |
| Thomas Muir | <i>Mayor</i> |
| Gary Bilyeu | <i>City Council</i> |
| Tommy Hunter | <i>Superintendent Sanger ISD</i> |
| Leann Loyless | <i>Sanger ISD</i> |
| Dev Surati | <i>Developer</i> |
| Ramie Hammonds | <i>City Staff</i> |
| Shani Bradshaw | <i>City Staff</i> |

CONSULTANT TEAM

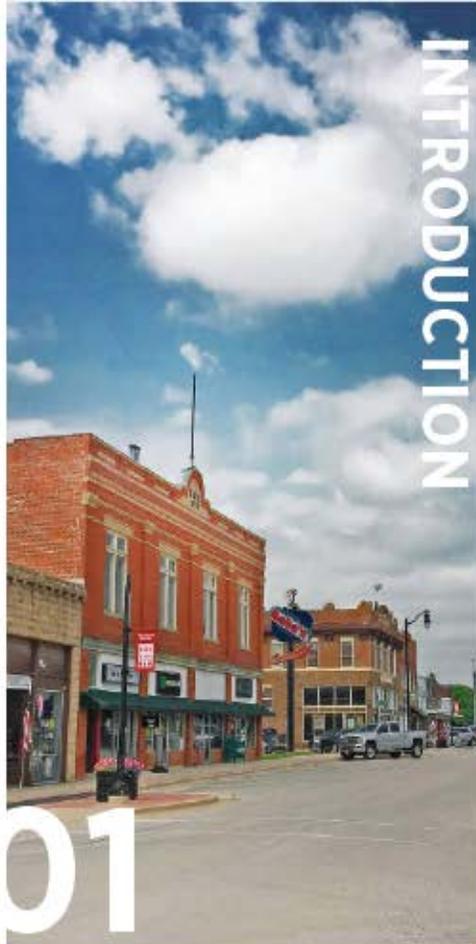
Norris Design

| | |
|-------------------------|-----------------------------|
| Rick Leisner, AICP, PLA | <i>PIC/Project Director</i> |
| Yingyi Zhong, LEED AP | <i>Planner/Designer</i> |
| Jonathan West, PLA | <i>Planner</i> |
| Emily Larkin, PLA | <i>Planner</i> |
| Grant Pasowicz | <i>Planner</i> |
| Tucker Hancock | <i>GIS Specialist</i> |
| Heidi Fry | <i>Web Designer</i> |

Catalyst Commercial

| | |
|---------------|---------------------------|
| Jason Claunch | <i>Real Estate Market</i> |
| Reid Cleeter | <i>Real Estate Market</i> |

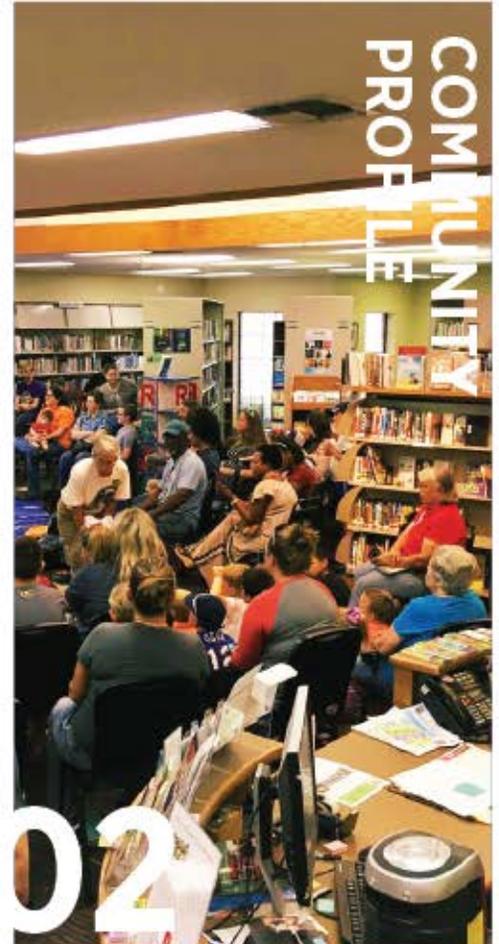
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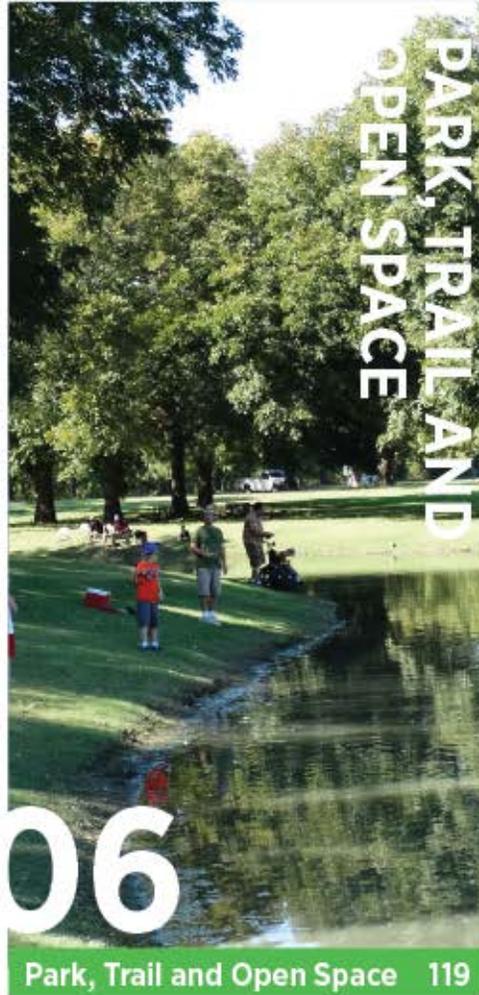
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05

Downtown 98

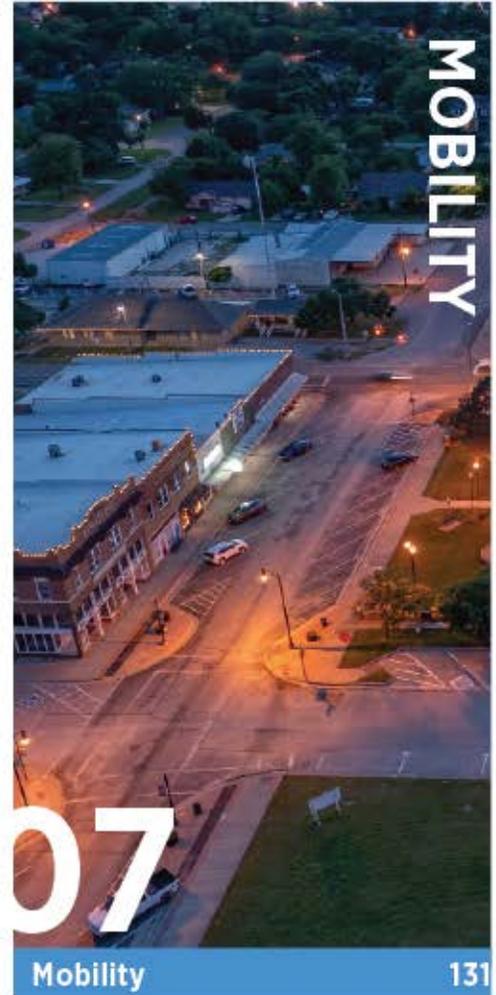
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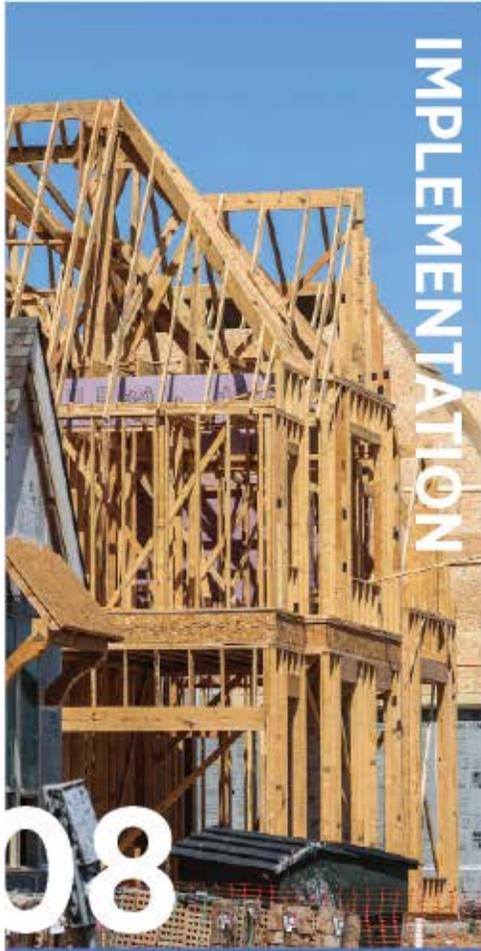
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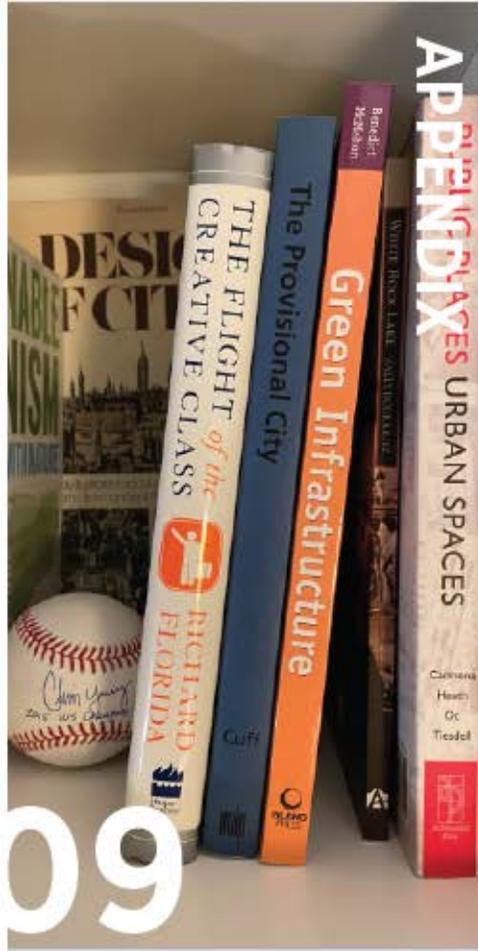
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WILFONG BUILDING

TEXAS BUYER
ACCEPTANCE
800-69-4028

Wilfong Building
Sanger, TX 76875
817-251-1111

SAFARI NEWS
800-69-4028

SAFARI NEWS
800-69-4028



EXECUTIVE SUMMARY

The Sanger 2040 Comprehensive Plan defines the vision and growth direction for the community over the next twenty years. The city is blessed with an excellent location, situated at the northern apex of the booming growth projected within the North Texas region. In this document, a detailed list of specific actions and strategies to best implement the comprehensive plan are outlined. The actions are divided by the corresponding individual elements (future land use, downtown, parks and trails, mobility, etc.). The Plan can be summarized into the following topics:

City-wide – The future development direction for Sanger has three (3) large focal areas, with Downtown being defined as its own focal point. Over the next twenty years the community will experience tremendous growth in these three areas. First, commercial development along I-35 is prioritized. Second, we know housing will be strong and third will be light industrial/shipping/warehouse development.

Retail, office and entertainment uses will serve regional and local markets. This use will occur as corridor modifications along I-35 and FM 455 are completed by TxDOT. Residential growth in Sanger needs to be high-quality while still providing for a range of housing products. These housing products can range from large estate lots in the ETJ to higher density lots near the downtown core. In conjunction with multi-family and attached dwellings both can be rental and/or for purchase units. Light industrial growth will continue adjacent to the Wal-Mart Distribution Center with all the many support facilities. Superior access and infrastructure will be a key to maximizing this typically large economic engine.

Neighborhood centers and/or villages will start to develop as growth expands to the east and west away from I-35. These villages are locations for a walkable more compact development of multiple land uses. Additional economic development will occur along I-35, FM 455 and Belz Road with food service, grocery, drug store, outdoor recreation (Lake Ray Roberts), auto service, banking, health care and other community services.

Downtown – Downtown Sanger is the community heart. It should be the location of celebration and walkable activity for the community. The new proposed Downtown Park with its family focus and flexible design for a range of activities will be an important catalyst for new economic development. Growing young families desire more places to enjoy food, entertainment and outdoor events – this new park can be that place. An economic partner with the proposed park includes, recommending an increase in building height in the core of downtown to five floors. Mixed-use development with ground floor retail and residential above will be a significant part of the future success for downtown.

Sanger Strong – The citizens of Sanger have been active during the entire development of this community comprehensive plan. This involvement is critical to the success of the Plan as the actions and planning recommendations parallel the input from the community. Input for the Plan has come in the form of in person responses during public meetings, web-based input via the 24/7 project website and from our Comprehensive Plan Advisory Committee (CPAC) that has met regularly during the planning process.



01

Introduction

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1-1 Role of the Comprehensive Plan

The 2040 Comprehensive Plan for the City of Sanger (Plan) defines the general location, character, and relationship of future land uses. It also suggests the desired pattern and character of future growth. Generally, the comprehensive plan sets out the public policies governing future physical, social, and economic development in a city or a region. It presents the relationships between population, natural resources, economic base, land use, community resources, and transportation, and how they affect growth and development. The Plan also evaluates the city or region's key attributes and characteristics and considers the interaction of land development with the city's infrastructure, facilities and services.

As part of this comprehensive plan, the City of Sanger has set forth a vision for its future identity. It has recognized changes needed to achieve this vision which will be achieved by nurturing its strengths, addressing its weaknesses and capitalizing on its opportunities. The comprehensive plan does not try to replace market forces rather it tries to channel and shape market forces by offering priorities on spending of public funds and provide a framework to help the community's decision-making processes.

What makes a plan comprehensive is that it considers all components of a city and how they work together to create a quality community. This Plan includes a review of and recommendations for the following community elements: Future Land Use, Transportation, Parks and Trails and Sanger's Downtown District. It is also important to articulate what a comprehensive plan is not, a comprehensive plan serves as the basis for the preparation of regulatory documents (such as a zoning map, subdivision regulation, budget, or capital improvement plan) but does NOT serve as a regulatory document itself.

The Plan also reflects the input of the community that was received during its preparation. The result of the community's input is summarized in the latter Chapter 3 Vision. The recommendations throughout the Plan are based on the community input and vision and objectives developed during the planning process.

1-2 Setting the Vision

Welcome to Sanger. When you're here, you're home.

We are a growing city that is filled with potential for families, businesses and open to new ideas about how to grow. Our community is clean, safe, comfortable, and inviting, known for its good schools, vibrant downtown, charming hospitality, and immediate access to pristine nature.

With Lake Ray Roberts on our doorstep to the east and Dallas-Fort Worth 45 minutes to the south, Sanger is the perfect middle ground to adopt as your hometown and experience the best of what Texas has to offer.

Historic charm.

Hometown flavor.

Flexible lifestyles.

Outdoor escapes.

Community gathering.

Charming delights.

Texas pride.

Safe Country Living to build life your way.



Photos of Places and Events in Sanger

Photo credit to City of Sanger

The statement above is straight-forward, specific, compelling, and easy-to-understand. The vision statement proclaimed above sets forth the City's ambition for the mid- and long-term future of Sanger. It serves as a guide for choosing courses of action within the Plan and for its implementation. The consulting team created a new brand for Sanger as a part of this comprehensive plan. The goal of the brand is to provide a new fresh image, logo and strategy that works for young families and the growing economic environment in North Texas. The brand will be outlined in greater detail later in this document.

1-3 Framework for Decision Making

The Sanger Comprehensive Plan provides a framework for decision-making. It describes the City's vision and desired outcomes, and outlines the steps that can be taken to achieve them.

The Plan will continue to help the City of Sanger make good financial decisions and assist with resource allocation, by providing information on the issues, describing a range of alternatives and recommending a course of action based upon the values of the community.

The Plan provides some explicit direction through its recommendations; however, there is potential that Sanger will be faced with issues and situations that were not considered during the Plan's preparation. While the Plan cannot answer all issues and questions, it provides direction and guidance on how they should be resolved without compromising the vision established by the City.

By using a decision-making framework that maintains the integrity of the vision, the city can make decisions and justify actions that support the city's vision in a more clear and transparent manner. The decision-making framework established by the Plan takes into consideration the variety of issues facing the City of Sanger. As such, the framework is organized around twelve (12) themes:

1. Land Use & Pattern of Development
2. Community Character
3. Economic Development
4. Housing & Neighborhoods
5. Infrastructure
6. Parks & Environment
7. Transportation / Mobility
8. City Government
9. Downtown
10. Education
11. Resilience & Flexibility
12. Community Health

Each of these themes are further discussed in this document, where the issues faced and the direction the City would like to take on those issues are presented by theme.

The Plan describes the future land use pattern that the City of Sanger desires, but does not establish any regulation to achieve them. The Plan only provides guidance. The actual implementation of future land use pattern changes can only occur with modifications to the zoning ordinance and map, which are the legally binding documents that governs land use. Making the necessary zoning ordinance and map changes recommended by the Plan is a critical first step towards implementation of the Plan and the achievement of the vision established by the City of Sanger.

1-4 Planning Process

Incorporating the public's insights and input was a critical element for the development of the Plan. The twelve themes identified as the foundation of the Plan's framework are a direct reflection of the strengths, weaknesses, opportunities and threats (SWOT analysis) identified by the Comprehensive Plan Advisory Committee (CPAC), the City Council, the Planning Commission, and stakeholders. Their feedback was gathered formally through in-person interviews, as well as in informal settings such as public meetings discussion and an open online forums on Sanger's Comprehensive Plan website.

The backbone of the engagement process was a CPAC that included 15 members comprised of downtown representatives, business and civic leaders, developers, residents, city staff, members of Planning & Zoning and Mayor. Once the themes were identified, the planning team worked collaboratively with the Plan Advisory Committee to discuss the issues associated with each theme, debated possible strategies and solutions, and ultimately determined the recommendations defined in this Plan. The initial project timeline is defined below. Some tasks required additional time extensions due to Covid 19 precautions.

LEGEND

-  Kick-off Meeting
-  Monthly Advisory Committee Meeting
-  City Council Update
-  Public Meeting



Planning Schedule Diagram

The planning process was built around a series of public meetings. Each of the three public meetings were well attended. We will detail the role of each meeting later in the document as we describe the items presented and inputs solicited. We also used online surveys to maximize our contact with the community during their busy schedules.



Sanger Comprehensive Plan Public Meeting # 2

Photo credit to Norris Design

1-5 How to Use the Plan

The Sanger Comprehensive Plan is the end result of an extensive process with city staff, community members, and local stakeholders. The planning process began in the early Fall of 2020 with the project Initiation Phase-Existing Assessment, where a thorough analysis of existing conditions as well as stakeholder meetings were used to understand constraints and opportunities of Sanger as well as the public's desires and concerns.

The planning team collaborated with City staff to determine the city's vision for Sanger 2040 Comprehensive Plan, then collected input and ideas from community members to better understand the public's desires and concerns. A three-phased approach was used to produce the plan, and was backed by community in each phase.

1-6 Plan Administration

The adoption of the comprehensive plan does not mean the planning process is over. In fact, the majority of the work has just begun. The City of Sanger will use this comprehensive plan to help make decisions about proposed ordinances, capital improvements and land management strategies. Although the comprehensive plan provides recommendations for topics such as land use, transportation, and infrastructure, it is important to note that by law a comprehensive plan is not a zoning ordinance. Chapter 213 of the Local Government Code (Texas) states: “a comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries”. Thus, it should not be used to review specific development projects and should not be used to replace or amend the Zoning Ordinance or Zoning Map of the City of Sanger.

As stated in previously, this comprehensive plan is tailored to meet Sanger’s vision and goals over the next 20 to 30 years. However, changes in demographic profile, economic environment, and community resources, can sometimes significantly affect projection of population, employment, and land use which may result in changes of Sanger’s vision and goals.

To keep the plan viable, the comprehensive plan should be reviewed periodically with minor revisions being made to the plan as course corrections. The City should establish a procedure for the planning commission to review and amend the comprehensive plan, as necessary.



Sanger Comprehensive Plan Public Meeting # 2



02

Community Profile

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2-1 Planning Area

Sanger is located in north central Denton County, settled 10-miles north of the convergence of Interstate 35E (I-35E) and Interstate 35W (I-35W). Its location provides favorable access to both Fort Worth and Dallas. The advantageous location between two major metropolitan areas (approximately 50-miles from either city) provides both economic and personal benefits for Sanger residents. The city is also located just west of Lake Ray Roberts, a desirable amenity of the greater Dallas Fort Worth (DFW) area. The city encompasses approximately 11.8 square miles of area within the North Texas region. An Extraterritorial Jurisdiction (ETJ) boundary line extends one-mile outside of the city limits providing potential expansion of the city in the future. A large portion of Sanger residents are affiliated with the City of Denton and the Dallas/Fort Worth Metroplex. Approximately 65-percent of the City’s employed residents work in Denton or northern DFW. Currently, approximately 14-percent of residents have jobs in Sanger. Many of the residents see benefit in the City of Sanger for the schools, the community, and the attractive lifestyle it provides.



1 STATE MAP - TEXAS

2-2 History

Sanger, was settled in 1886 amongst the golden prairies and valued cattle ranches of Denton County. Originally called Huling, after an important land-owning family in the area, the name was changed to Sanger in order to avoid confusion with another growing town in Texas. The choice to alter the name to Sanger came as tribute to the Sanger family who owned and operated prominent stores in both Waco and Dallas. In its early days, Sanger was a cattle town and its original conception was brought about as a stop along the Santa Fe Railroad line. Outside of the cattle industry, production and distribution of crops including wheat, oats, maize, millet and cotton played a prevailing economic role of the era.

History of Sanger



1886

Town of Sanger is officially founded

Sanger First official Sanger mill, operated from 1890-1940



1899



1800's

Ranching and crop production greatly influenced north Texas and the area that later become Sanger, Texas

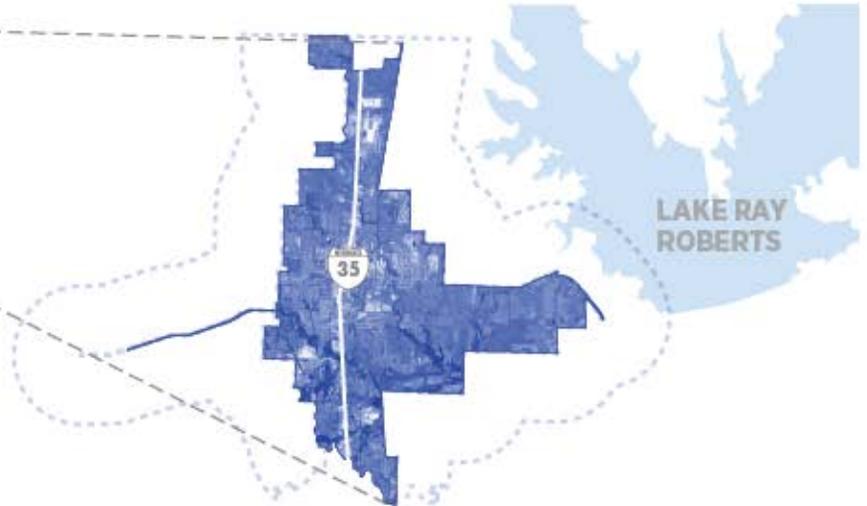


Late 1800's

Sanger was founded in 1886 and was a prominent stop along the Santa Fe Railroad



2 COUNTY MAP - DENTON



3 CITY MAP - SANGER

Location Map of Sanger

In 1920, with the rail system declining, the state highway system reached Sanger providing the city with a new form of access to Dallas and the regional markets located there. Downtown businesses continued to flourish in Sanger after the highway was introduced. One such example was J.M. Wilfong whose building served as a fine merchandise store for over 60-years. The building still stands at the corner of Bolivar and 4th Street. Between 1970-1980 marked one of the largest population increases for the city, in which the population grew nearly 60% over that period. This paralleled an increase in the overall population in the state of Texas. The population of Sanger has continued to grow over the past forty plus years partially due to its physical proximity to the City of Denton and Lake Ray Roberts. The city continues to be a community and family-oriented community.

Texas State Highway reaches Sanger

1920



1970-80

Sanger's population sees its largest increase to date



1917

Wilfong Building completed in 1917, was a fine merchandise store and housed the local dentist



Mid 1900's

Downtown business continue to develop and becomes more automobile friendly



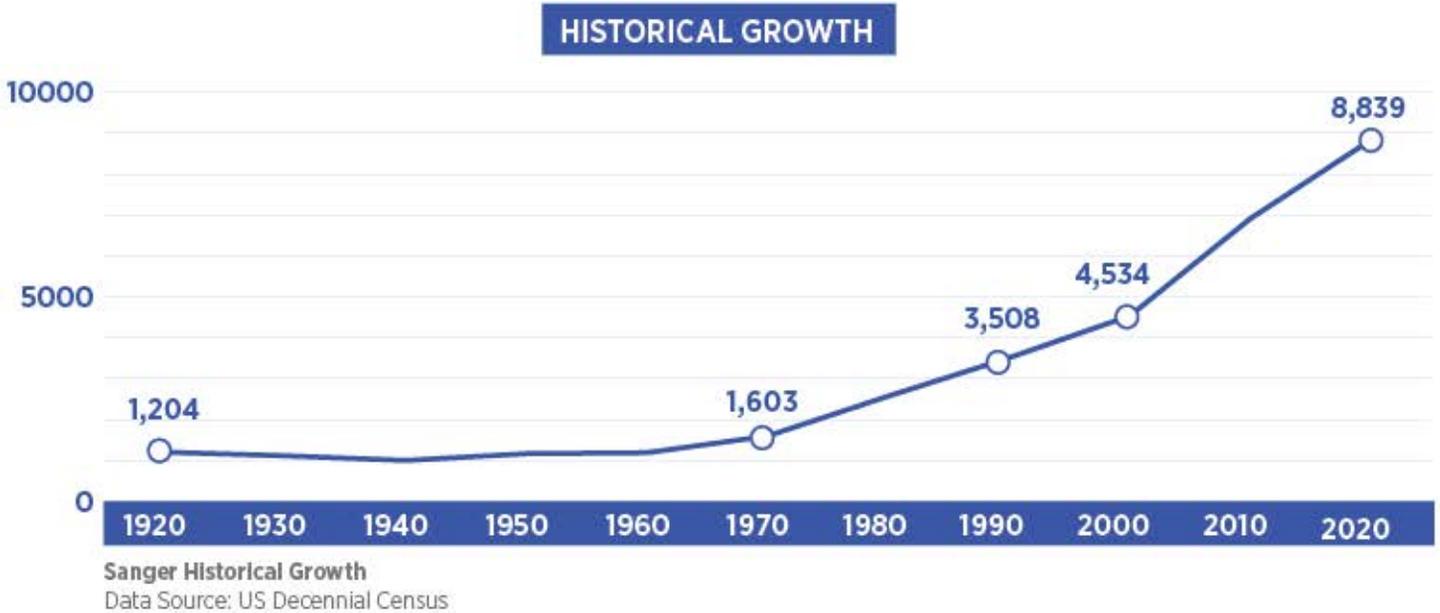
Present

Sanger continues to grow and develop as a family and community oriented city

2-3 Demographic Trends & Analysis

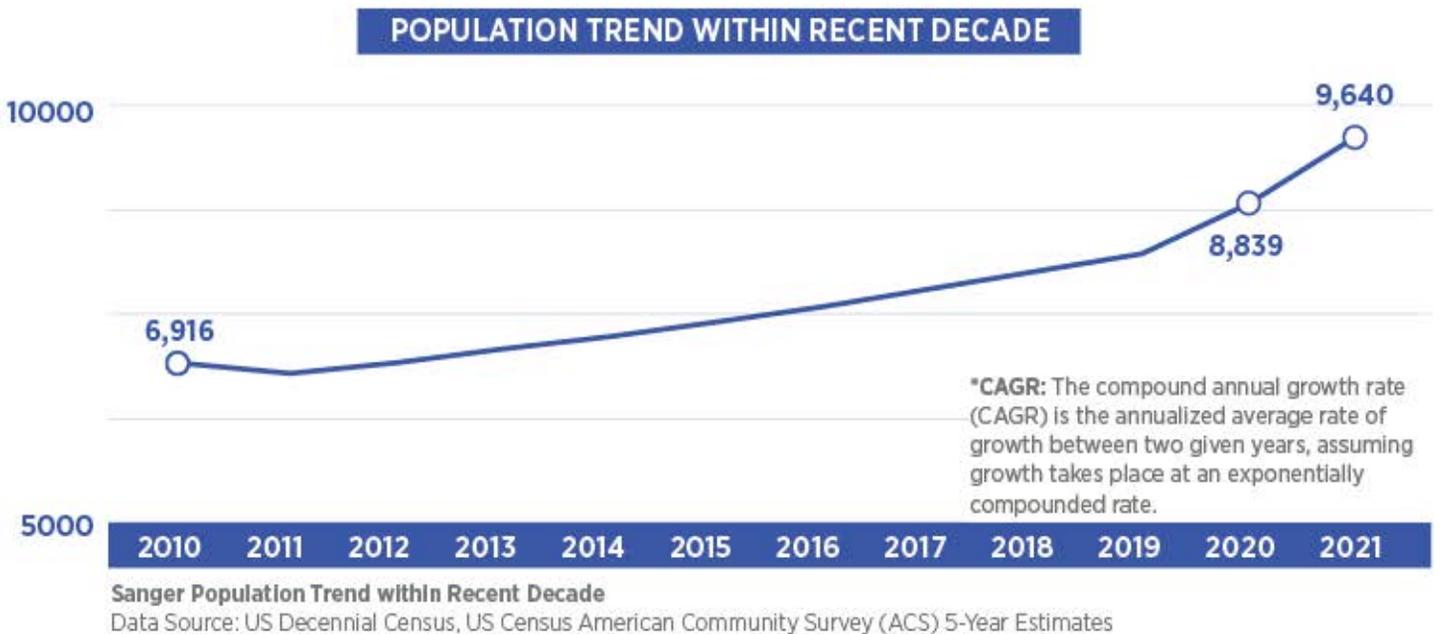
Historic Growth

Sanger has experienced its two greatest increases of population between 1970 – 1990 and 2000 – 2020. Those growth percentages were 65% and 95% respectively. Since 1970, the population of Sanger has been experiencing a healthy, decades-long rise adding 7,236 people. One can assume with the growth projections for the North Texas region those growth percentages for Sanger will be shattered in the coming years.



Population Trend within Recent Decade

Sanger had a population estimate of 8,839 in 2020 (Census), which according to US Census' 5-year American Community Survey (ACS) as well as the Decennial Census, the population of Sanger has increased by 28% since 2010, which recorded a population of 6,916. Since 2010, Sanger's population growth has remained steady and healthy. Over the decades, Sanger has grown at an average 2.5% annually. According to North Central Texas Council of Governments, Sanger's 2021 population is 9,640.



20-Year Population Projection

For this analysis, Catalyst used TWDB population projections and CAGR methodology for comparison purposes. TWDB tends to be more conservative in high growth markets like Sanger, therefore, the CAGR at various growth rates reflects potential population implications at alternative growth rates.

The 2020 Decennial Census population figure of 8,839 was utilized to represent Sanger's population in the following two CAGR scenarios. This projects a 2025 population of 10,001, representing a 2.5% CAGR over the next five years, while TWDB utilizes a population figure of 8,190 in their population projection.

Methodology: The Texas Water Development Board provides five-year cycles of population projections and regional water demand projections. The Texas Administrative Code (TAC) Section 357.31(e) describes the role and development of the population projections and associated water demand projections used in regional and state water planning. The Compound Annual Growth Rate (CAGR) process is a representational figure which describes the rate at which population would have grown if it had grown at the same rate every year.



Sanger Population Projection
Data Source: Catalyst, ESRI, TWDB

Why American Community Survey Data 5-year Estimates

Data from American Community Survey 5-year Estimates is used here as it is the most comprehensive and reliable population related data conducted by U.S. Census. This is the most current data available at the time this report is written.

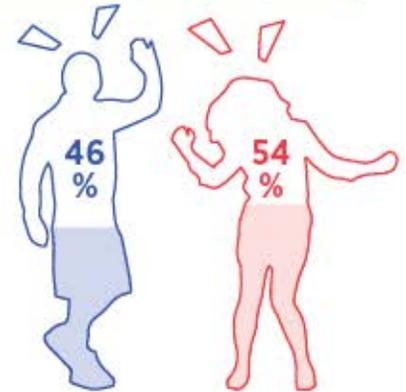
Age and Gender Characteristic

Evaluating population by age and gender is important to ensure that a community has an appropriate mix of facilities, housing, and community services.

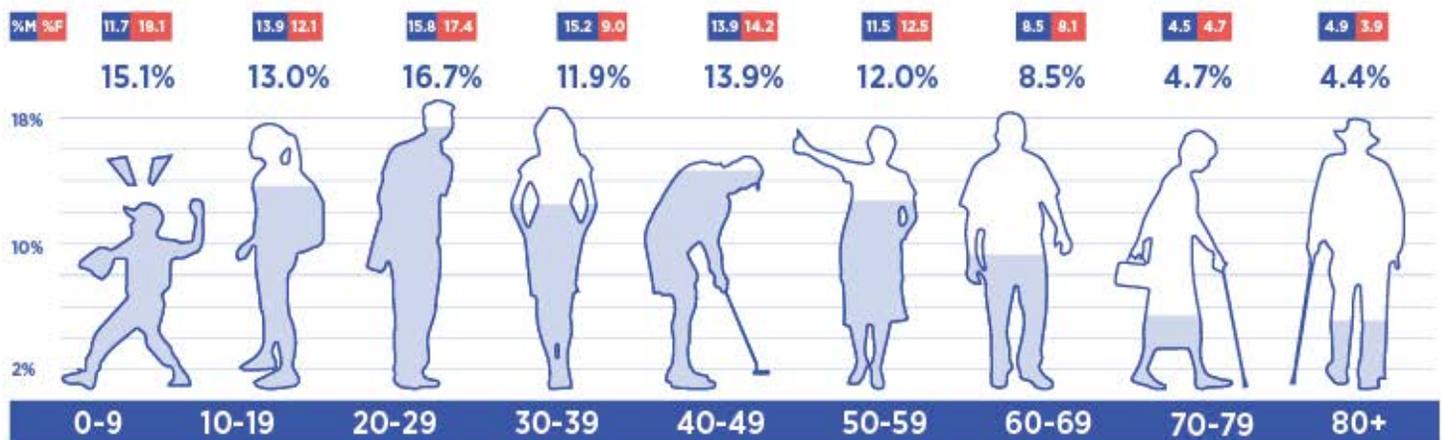
The median age in Sanger, TX is 33.7 year-old, and made up of 46.3% male and 53.7% female. The largest population group is those who are 60 and older. Sanger has a large portion in the Prime Labor Force (25-44), as Sanger is well positioned to attract young students and talent that have a desire to remain local. In addition, this proximity to higher education creates greater corporate attraction if the development standards and investment is aligned to attract choice residents.

Based on the current age data, it may be appropriate to consider additional community services and specialized housing types to accommodate this segment of the population as the 50- to 59-year-old group continue to mature. One of the keys to accommodating this aging population will be to help not only millennials but all generations achieve their potential. This can be done through policies and regulations that ensure quality and alignment to the preferred, comprehensive plan outcomes. Enabling a community to accommodate all stages of the lifecycle with a place to live, thoughtful and engaging community amenities, and access to a variety of jobs will be key to supporting all cohorts.

You know, In Sanger, the Median Age Is 33.7 yr old



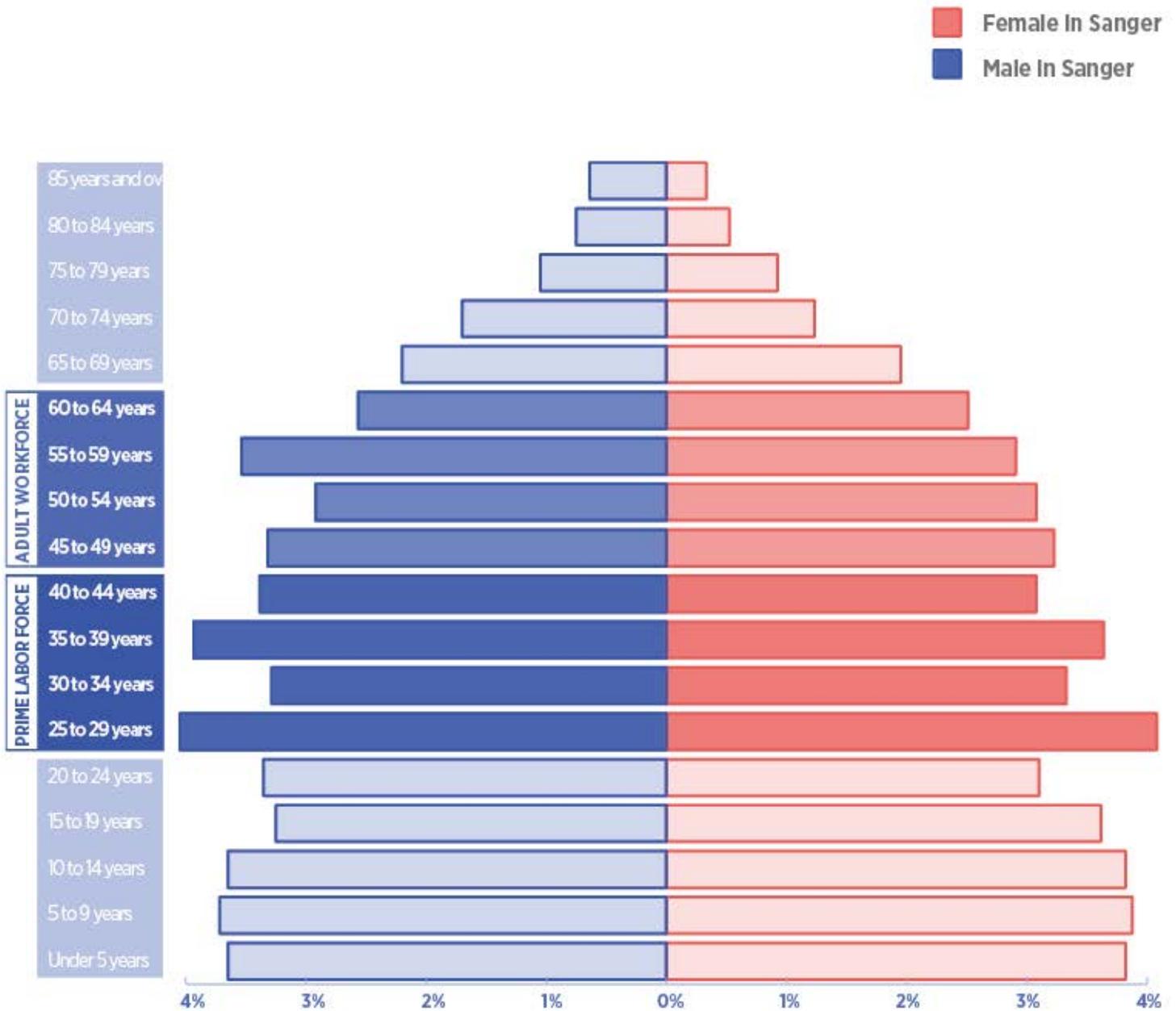
More that 2/3 of the population of Sanger are younger families and working adults



Sanger Age Breakdown

Data Source: US Census American Community Survey (ACS) 5-Year Estimates, 2019

A thorough review of age cohorts in Denton County and Sanger reveals more similarities than differences. Both Denton County and Sanger are primarily populated by Prime Labor Force (25-44) and Adult Workforce (45-64) age groups. The median age in Sanger is younger than Denton County at 33.7 and 35.5 years old, respectively. A detailed breakdown of age cohorts in Sanger reveals that age cohorts are continuing to stabilize and become equally distributed, representing a rectangular shape in the population distribution chart.



Sanger Age Force Comparison
 Data Source: Catalyst, ESRI, US Census

Race and Ethnicity Characteristic

Evaluating racial and ethnic characteristics is also important to establish an existing profile of a community.

According to the 2020 US Decennial Census, Sanger has a predominately White Alone population base of 68.2%, Black Alone represents 3.6% and Hispanic (any race) represents 21% of Sanger's population in 2020. Compared to Sanger, Denton County has a more diverse population as a whole, which is largely a result of several universities, and various other communities contributing to the equation. Denton County has a 53.6% White Alone population, 10.5% Black Alone, and 20.2% Hispanic ethnicity in 2020. As Sanger prepares for the future, it should consider the future regional demographic trends and how this might be harnessed locally.

While the predominant race in Sanger is white, the city has steadily become more diverse in its cultural and ethnic composition over time. Approximately 3.6 % of residents are African American and 21% are Hispanic or Latino. The number of Hispanic and Latino residents has steadily increased over years. The increase in the number of Hispanic or Latino individuals is consistent with the rest of the state and many parts of the country as well.

A topic specifically discussed in the Vision North Texas plan is the increasing diversity of the population as we move towards 2050. Similarly, a study by the Federal Bank Reserve of Dallas found that racial composition was diversifying in Texas, most specifically in major metro areas, like Sanger. The table below outlines Sanger's racial and ethnic makeup, and population change over 10 year growth.

| Population by Race and Ethnicity Trends | | | | | | | | | | | | |
|--|----------------|--------|------|--------|--------|---------|---------------|--------|--------|--------|--------|--------|
| YEAR | City of Sanger | | | | | | Denton County | | | | | |
| | 2010 | | 2020 | | Change | | 2010 | | 2020 | | Change | |
| Population | 6919 | 100.0% | 8839 | 100.0% | 1920 | 27.7% | 662614 | 100.0% | 906422 | 100.0% | 243808 | 36.7% |
| White alone | 5279 | 76.3% | 6029 | 68.2% | 750 | -14.2% | 426887 | 64.4% | 485646 | 53.6% | 58759 | -13.8% |
| Black or African American alone | 224 | 3.2% | 321 | 3.6% | 97 | -43.3% | 54034 | 8.2% | 95386 | 10.5% | 41352 | 76.5% |
| American Indian and Alaska Native alone | 41 | 0.6% | 49 | 0.6% | 8 | 19.5% | 3143 | 0.5% | 3582 | 0.4% | 439 | -14.0% |
| Asian alone | 32 | 0.5% | 80 | 0.9% | 48 | 150.0% | 43091 | 6.5% | 92751 | 10.2% | 49660 | 115.2% |
| Native Hawaiian and Other Pacific Islander alone | 2 | 0.0% | 4 | 0.0% | 2 | 100.0% | 411 | 0.1% | 650 | 0.1% | 239 | -58.2% |
| Some other race alone | 1 | 0.0% | 54 | 0.6% | 53 | 5300.0% | 1176 | 0.2% | 3909 | 0.4% | 2733 | 232.4% |
| Two or more races: | 114 | 1.6% | 453 | 5.1% | 339 | 297.4% | 13039 | 2.0% | 41720 | 4.6% | 28681 | 220.0% |
| Hispanic or Latino: | 1223 | 17.7% | 1849 | 20.9% | 626 | 51.2% | 120836 | 18.2% | 182778 | 20.2% | 61942 | 51.3% |

Sanger Race Comparison

Data Source: 2020 US Decennial Census

Household Characteristic

Characteristics of households are an important element of comprehensive plans since they can indicate what the future housing mix may look like. The average household size in Sanger as of 2019 is 2.95 persons per household. It has remained steady over the years and is expected to continue this trend over the next five years. The vast majority of these households are classified as “Families.”

The annual growth rate over the next five years in Sanger Families (1.83% annual) and Owner-Occupied households (10.2%) is a strong indicator of the need for single-family homes. Denton County is expected to grow Families and Owner-Occupied at 2.9% annually compared with the State of Texas at 1.5%.

According to ESRI, Sanger is anticipated to add 312 new households within the next five years, using a 2.0% annual growth rate. However, Catalyst's estimate shows demand for 3,145 units over the next 5-years, based upon increased growth rates and demand projections. In comparison, DFW is anticipated to increase by 253,780 households within the next five years, which equates to an annual growth rate of 1.8%.

Owner-occupied households represent 64.9% of the total households in Sanger. While suburban markets generally have greater percentages of owner-occupied units, Sanger can increase growth by accommodating more rental units. This can be attracting younger workers and families who prefer renting over purchasing. The median home value of \$152,500 in Sanger is less than the median home value of \$235,567 throughout DFW, making it an affordable place for young families to start their lives.

Sanger home values are trending upward just like Corinth, Denton, Argyle and Flower Mound

| | Household Characteristic | | | | |
|-------------------------|--------------------------|--------------|--------------|------|------|
| | 2010 | 2015 | 2019 | 2021 | 2026 |
| Total Housing units | 2700 | 2792 | 3013 | 3642 | 6787 |
| <i>#owner occupied</i> | 1443 | 1703 | 1813 | 2192 | 4087 |
| <i>#renter occupied</i> | 1257 | 1089 | 1200 | 1450 | 2700 |
| %Occupied | 85.9% | 93.0% | 92.7% | 95% | 95% |
| <i>%owner occupied</i> | 62.2% | 65.6% | 64.9% | 60% | 60% |
| <i>%renter occupied</i> | 37.8% | 34.4% | 35.1% | 40% | 40% |
| %vacant | 14.1% | 7.0% | 7.3% | 5% | 5% |
| Average household size | 2.85 | 2.85 | 2.95 | NA | NA |
| Single-person home | 22.6% | 22.9% | 19.9% | | |
| Median home value | \$ 101,500 | \$ 106,700 | \$ 152,500 | | |
| Median Rent | \$ 873.00 | \$ 1,041.00 | \$ 1,161.00 | | |
| Median Household income | \$ 46,778.00 | \$ 54,103.00 | \$ 65,727.00 | | |

Sanger Household Characteristic

Data Source: US Census American Community Survey (ACS) 5-Year Estimates, 2019

Household Income

The median household income (MHI) in Sanger is \$65,727.

Compared to 66.7% of all households throughout DFW, 62.4% of Sanger’s households make \$75,000 or more. A smaller percentage of households in Sanger make \$150,000 or more compared to DFW, but a larger percentage of homes make between \$75,000 and \$150,000. There is also a smaller percentage of households in Sanger that make less than \$50,000 compared to DFW, creating a stable middle income earning cohort.



Wow, Sanger exceeds the Metroplex percentage in families with incomes between \$100K - \$150K

| Household Income Comparison | | | | |
|-----------------------------|----------------|--------|---------------|--------|
| | City of Sanger | | DFW Metroplex | |
| Total Household | 2793 | 100.0% | 72265 | 100.0% |
| Median Household Income | 65727 | NA | 2635017 | NA |
| 10K OR LESS | 67 | 2.4% | 121211 | 4.6% |
| 10K-15K | 95 | 3.4% | 73780 | 2.8% |
| 15K-25K | 198 | 7.1% | 168641 | 6.4% |
| 25K-35K | 251 | 9.0% | 200261 | 7.6% |
| 35K-50K | 436 | 15.6% | 313567 | 11.9% |
| 50K-75K | 553 | 19.8% | 479573 | 18.2% |
| 75K-100K | 447 | 16.0% | 353092 | 13.4% |
| 100K-150K | 561 | 20.1% | 450588 | 17.1% |
| 150K OR MORE | 182 | 6.5% | 474303 | 18.0% |

Sanger Household Income Comparison

Data Source: US Census American Community Survey (ACS) 5-Year Estimates, 2019

Education Attainment

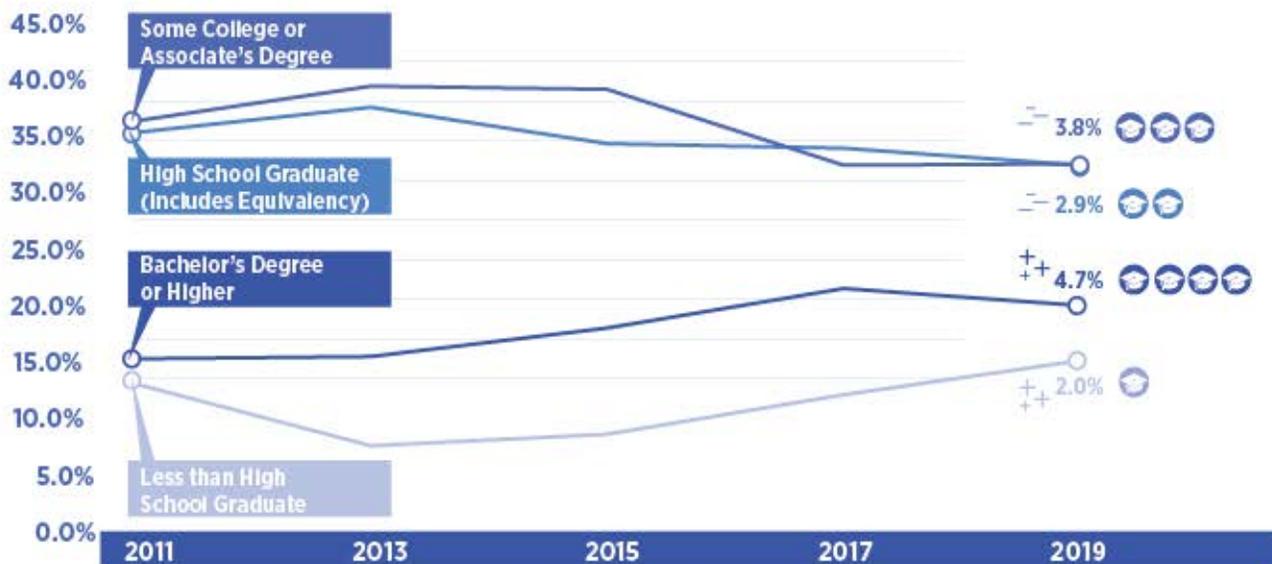
The highest level of education that residents receive can help inform what type of outreach is appropriate for community planning efforts. In Sanger, 85% of residents 25 and older have at least a high school diploma. Since 2011, the percentage of people that do not have a high school degree or higher has gone down 2%, an indication that the workforce in Sanger is increasing the number of positions that require higher education.

Denton County is home to several higher education institutions that influence various aspects of life throughout the county. These institutions provide an opportunity for Sanger to build relationships and leverage the existing institutions to build up their workforce and provide a place for employees and recent graduates to call home.

| Education Attainment | | | | | |
|---|-------|-------|-------|-------|-------|
| | 2011 | 2013 | 2015 | 2017 | 2019 |
| Population 25 to 64 years | 4034 | 3921 | 4398 | 5027 | 5274 |
| Less than high school graduate | 13.1% | 7.6% | 8.6% | 12.1% | 15.1% |
| High school graduate (includes equivalency) | 35.3% | 37.5% | 34.3% | 33.9% | 32.4% |
| Some college or associate's degree | 36.3% | 39.4% | 39.1% | 32.4% | 32.5% |
| Bachelor's degree or higher | 15.3% | 15.5% | 18.0% | 21.5% | 20.0% |

Sanger Education Attainment

Data Source: US Census American Community Survey (ACS) 5-Year Estimates, 2019



Sanger Education Attainment

Data Source: US Census American Community Survey (ACS) 5-Year Estimates, 2019

2-4 Market Assessment

Introduction

This market assessment was conducted to explore current economic conditions to support Sanger's comprehensive planning process. This market assessment will serve as the foundation to create a sustainable and fiscally resilient comprehensive plan. This initiative identified market factors that have the greatest propensity for success and alignment with strong economic development principles. These factors will enable the comprehensive planning process to align land-use strategies and market potential to support and maximize outcomes. These findings, integrated into the comprehensive plan, will inform the policy framework needed to construct a unified vision that leverages Sanger's strengths, assets, and priorities.

Data in this report includes ESRI data. ESRI data is vetted by an expert team of data scientists, demographers, and geographers. ESRI provides quality data variables from authoritative data sources including demographics, behavioral and business data, and frequently updated basemaps. ESRI was ranked the lowest error level to Census data and has been shown to have the greatest accuracy and the local level, including cities like Sanger.

“

Sanger has a great market potential providing both big city opportunities and small-town charm.

”

Background

Since adoption of the Comprehensive Land Use Plan in 2007, Sanger has undergone change, which has affected mobility and infrastructure strategy in many parts of the City. This growth is anticipated to increase at a more rapid pace in the coming years. To account for this growth trend and its implications for the City of Sanger, and to ensure all future growth meets owner's, resident's, and the city's vision, an update of the comprehensive plan is needed.

Sanger's economic development is currently implemented by two economic development corporations – the Type A Sanger Industrial Development Corporation and the Type B Community Development Corporation (CDC), each funded by a separately dedicated ½ cent sales tax and overseen by a board of directors appointed by the City Council. Type A corporations have a focus on primary employers – those companies whose product or service is sold to statewide, national, and/or international markets, thereby bringing new dollars into the economy. Type A corporations spend money on incentives for new jobs and investments, workforce development, and infrastructure. Type B corporations have a wider range of areas where they can make expenditures including quality of life projects, parks, sports venues, and retail.

The combination of Type A and Type B development corporations give Sanger a good source of funds to drive economic and community development initiatives. Using these dedicated sales tax funds will create economic vitality and will be evidenced by:

- **Higher quality developments**
- **Additional catalyst projects in the downtown area**
- **Strategic public/private partnerships**
- **Increased investment in physical infrastructure**
- **Stronger regional partnerships**

Retail Demand

Residential generated retail demand is almost always the largest source of retail demand within a community. Retail demand from residential is calculated by analyzing the existing retail leakage. Residential-generated retail demand takes into account the existing supply of retail businesses, existing demand that the population can support, and the retail gap (i.e., retail leakage) within a defined geography. For this analysis, Catalyst used a 1, 3, 5, 7, and 10-mile bands to study various attributes across geographies. Unlike traditional radii from a defined point, the band approach only considers the area between radii (i.e. the area between 3-5 miles). This methodology was deployed to understand not only the Sanger market but portions of the competing communities. A distance decay methodology was used to calibrate the capture rate as the distance from Sanger increased.

| Potential Supportable Retail Square Footage By Retail Category | | | | | |
|--|--------------|----------------|--------------|---------------|----------------|
| Category | Student | Workforce | Commuter | Residential | Total |
| Auto Parts, Accessories & Tire Stores | 1,595 | - | 233 | 496 | 2,325 |
| Furniture Stores | - | - | - | 2,287 | 2,287 |
| Home Furnishings Stores | - | - | - | 2,221 | 2,221 |
| Electronics & Appliance Stores | 294 | 5,601 | 294 | 3,366 | 9,555 |
| Bldg Material & Supplies Dealers | - | - | - | 6,332 | 6,332 |
| Lawn & Garden Equip & Supply Stores | - | - | - | 348 | 348 |
| Grocery Stores | 1,960 | 11,709 | 835 | - | ** 14,505 |
| Specialty Food Stores | - | - | - | 1,811 | 1,811 |
| Beer, Wine & Liquor Stores | - | - | - | 1,469 | 1,469 |
| Health & Personal Care Stores | 1,299 | 22,596 | 294 | - | 24,189 |
| Gasoline Stations | - | - | 3,889 | - | 3,889 |
| Clothing Stores | 556 | 4,214 | 321 | 3,835 | 8,925 |
| Shoe Stores | 1,019 | 5,794 | 588 | 1,112 | 8,512 |
| Jewelry, Luggage & Leather Goods Stores | 485 | 4,414 | 280 | 1,682 | 6,861 |
| Sporting Goods/Hobby/Musical Instr Stores | - | 2,511 | 294 | - | 2,804 |
| Book, Periodical & Music Stores | - | - | - | 632 | 632 |
| Department Stores Excluding Leased Depts. | - | 7,532 | 294 | 804 | 8,630 |
| Other General Merchandise Stores | - | 34,762 | 441 | - | 35,203 |
| Florists | - | - | - | - | - |
| Office Supplies, Stationery & Gift Stores | - | 8,497 | 294 | 1,320 | 10,111 |
| Used Merchandise Stores | - | - | - | - | - |
| Other Miscellaneous Store Retailers | - | - | - | 2,391 | 2,391 |
| Full-Service Restaurants | 1,227 | 11,042 | 494 | - | 12,763 |
| Limited-Service Eating Places | 1,112 | 14,871 | 700 | - | 16,682 |
| Special Food Services | - | - | - | - | - |
| Drinking Places - Alcoholic Beverages | - | - | - | 6 | 6 |
| Total Demand (SF) | 9,548 | 133,543 | 9,250 | 62,888 | 215,228 |

Retail Demand

Credit to Catalyst

**** Note:** The city lost its only grocery store in 2021 due to TxDOT expansion, therefore, today, the market could likely support an additional 35,000SF of grocery, plus the additional unmet demand in the market. Additional population growth will increase demand in the future.

Retail demand was also calculated from other sources, including retail demand from students, workforce, visitors, and commuters. Commuter demand consists of people passing through the downtown area and who would have the potential to spend money in Downtown. This additional retail demand is the “net additional” demand supportable from each of these drives and does not include existing demand from residential. Collectively, within Sanger, the retail categories with the largest amount of unmet retail demand are other general merchandise stores (35,000 SF in unmet retail demand), Health and personal care stores (24,000 SF of unmet retail demand), Limited-service eating places (16,000 SF in unmet retail demand) and grocery stores (14,000 SF of unmet demand).

Across all restaurant categories (limited-service, full-service, special food services, and drinking places) there is over 29,000 SF of unmet retail demand. The table below summarizes the overall demand to be taken advantage of throughout the Sanger.

Targeted Industry Summary

A cluster is a geographic concentration of businesses, suppliers, and support institutions. Local industry clusters create synergies and increase productivity making businesses more competitive regionally, nationally, and globally. Industry clusters can form and grow because of a region’s competitive advantage such as location, labor skill sets, and education systems.

Employment Cluster

As part of this initiative, regional and state employment trends were analyzed to understand regional momentum and opportunities. This process uncovered regional assets such as strong labor synergies in businesses in the following:

- Transportation and storage industries,
- Hospitality and restaurant,
- Education,
- Finance and insurance,
- And retail trade industries.

This initiative also considered goals and the vision for the Sanger residents through discussions with stakeholders and leaders within the community. Through these conversations and physical review of the region, we recognize that Sanger has an opportunity to expand its role in the region and grow its economy due to access to local talent and resources.

One major outcome from this analysis was the discovery to identify values of the community which can be the lens from which future business decisions are made and continue to protect Sanger’s quality-of-life while also positioning the City for greater opportunities. This is critical to ensure that future growth does not impact Sanger’s character and unique attributes, but builds upon them. These include:

- Access to nature
- Regional hub
- Quality downtown
- Available land
- Emerging business base

To further refine targeted industries, one analysis is through the identification of Location Quotients (LQ). These represent the relative concentration of a specific industry cluster in a defined geographic area (Denton County) compared to the U.S. average for that industry cluster. For example, an LQ of 1.5 indicates that the region (Denton County) has 50% more concentration per capita than the U.S., which represents a competitive advantage. It’s important to consider that the associated LQ is a relative measure, and some industries may be less prevalent but possess the needed infrastructure, utilities, etc. to give a competitive advantage in the region.

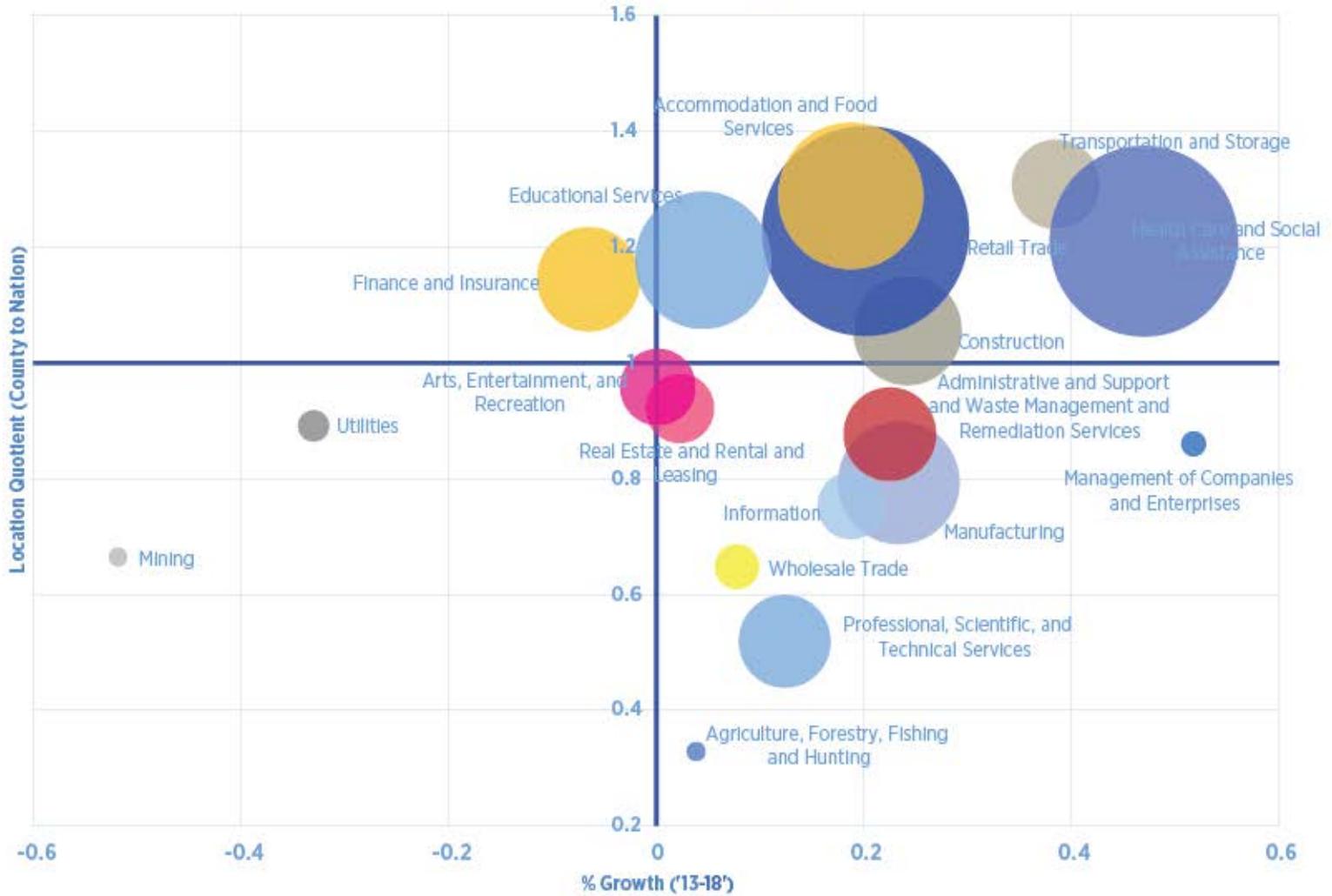
The bubble chart below illustrates several factors including:

- **The 5-year historical growth of each industry along the horizontal axis**
- **The LQ of each 2-digit NAICS industry along the vertical axis**
- **The size of each bubble represents employment by industry**



Nearly every industry in Denton County experienced employment growth over the 5-year period, except for the Mining and Utilities industries. The largest and most concentrated industry clusters in Denton County relative to the U.S. average is Retail Trade, Accommodation and Food Services, and Educational Services. Transportation and Storage as well as Finance and Insurance are relatively concentrated sectors in Denton County that serve non-local markets.

Denton County Industry Clusters



Denton County Industry Cluster
Credit to Catalyst

As Sanger pursues its targeted industries and opportunities, the city can continue to build upon its amenities that can increase corporate opportunities that can take advantage of Sanger's growing talent base. Increasing local employment can increase wealth, increase tax base diversity, and decrease congestion associated with commuting. Increased employment in Sanger would increase economic diversity and contribute to stability. The chart below illustrates the employment by industry in Sanger, as well as the percent distribution:

| by NAICS Codes | Businesses | | Employees | |
|--|------------|---------|-----------|---------|
| | Number | Percent | Number | Percent |
| Agriculture, Forestry, Fishing & Hunting | 1 | 0.30% | 4 | N/A |
| Mining | 1 | 0.30% | 4 | N/A |
| Utilities | 3 | 1.00% | 171 | N/A |
| Construction | 24 | 8.30% | 211 | N/A |
| Manufacturing | 15 | 5.20% | 1,437 | N/A |
| Wholesale Trade | 12 | 4.20% | 892 | N/A |
| Retail Trade | 42 | 14.50% | 302 | N/A |
| Motor Vehicle & Parts Dealers | 10 | 3.50% | 96 | N/A |
| Furniture & Home Furnishings Stores | 0 | 0.00% | 0 | N/A |
| Electronics & Appliance Stores | 0 | 0.00% | 0 | N/A |
| Bldg Material & Garden Equipment & Supplies Dealers | 2 | 0.70% | 11 | N/A |
| Food & Beverage Stores | 5 | 1.70% | 66 | N/A |
| Health & Personal Care Stores | 3 | 1.00% | 25 | N/A |
| Gasoline Stations | 6 | 2.10% | 35 | N/A |
| Clothing & Clothing Accessories Stores | 4 | 1.40% | 9 | N/A |
| Sport Goods, Hobby, Book, & Music Stores | 0 | 0.00% | 0 | N/A |
| General Merchandise Stores | 4 | 1.40% | 16 | N/A |
| Miscellaneous Store Retailers | 5 | 1.70% | 14 | N/A |
| Nonstore Retailers | 3 | 1.00% | 30 | N/A |
| Transportation & Warehousing | 2 | 0.70% | 16 | N/A |
| Information | 3 | 1.00% | 12 | N/A |
| Finance & Insurance | 12 | 4.20% | 64 | N/A |
| Central Bank/Credit Intermediation & Related Activities | 5 | 1.70% | 42 | N/A |
| Securities, Commodity Contracts & Other Financial Investments & Other Related Activities | 2 | 0.70% | 6 | N/A |
| Insurance Carriers & Related Activities; Funds, Trusts & Other Financial Vehicles | 5 | 1.70% | 16 | N/A |
| Real Estate, Rental & Leasing | 16 | 5.50% | 31 | N/A |
| Professional, Scientific & Tech Services | 22 | 7.60% | 177 | N/A |
| Legal Services | 0 | 0.00% | 0 | N/A |
| Management of Companies & Enterprises | 1 | 0.30% | 4 | N/A |
| Administrative & Support & Waste Management & Remediation Services | 3 | 1.00% | 9 | N/A |
| Educational Services | 16 | 5.50% | 914 | N/A |
| Health Care & Social Assistance | 15 | 5.20% | 106 | 1.80% |

Sanger Employment by Industry

Credit to Catalyst

| by NAICS Codes | Businesses | | Employees | |
|---|------------|----------------|--------------|----------------|
| | Number | Percent | Number | Percent |
| Arts, Entertainment & Recreation | 3 | 1.00% | 15 | 0.40% |
| Accommodation & Food Services | 24 | 8.30% | 354 | 9.10% |
| Accommodation | 3 | 1.00% | 8 | 0.20% |
| Food Services & Drinking Places | 21 | 7.30% | 346 | 8.90% |
| Other Services (except Public Administration) | 48 | 16.60% | 263 | 6.70% |
| Automotive Repair & Maintenance | 10 | 3.50% | 50 | 1.30% |
| Public Administration | 11 | 3.80% | 119 | 3.00% |
| Unclassified Establishments | 15 | 5.20% | 2 | 0.10% |
| Total | 289 | 100.00% | 3,907 | 100.00% |

Sanger Employment by Industry Continued
Credit to Catalyst



The best catalyst for extensive industrial growth is a Wal-Mart Distribution or Amazon Fulfillment Center



A review of Sanger’s current employment makeup and the regional strengths indicate capacity for additional corporate attraction and industrial development. Corporate attraction improves when integrated in mixed-use environments due to the appeal of actively dense environments and the live-work-play lifestyle.

The investment outlook for medical and suburban offices are strong in the local submarket. Current data has shown that productivity is still greater in a traditional office environments. In addition, medical uses are often a good consideration in suburban areas where there is an expected new population growth due to increased housing units, which creates additional medical demand. In Sanger’s case, data shows additional opportunity to capitalize on the regional healthcare concentration in Denton and the growing population in the region.

To position for the various industries mentioned above, a range of quality sites will need to be available. As workers and office development continue to experience an evolution and shift towards suburbs and exurbs, opportunities will be created for increased commercial uses. Local development can reduce retail leakage and procure tenants that aligns with the City’s vision and can harness the new demand created from increased population growth.

Class A Office buildings and manufacturing facilities require more specific infrastructure, but other commercial uses can take advantage of Interstate 35 frontage, or suitable locations near downtown that has access to local talent, visibility to major corridors, connectivity, open space, and a mix of tenants. The future land use takes into account these factor in order to yield greater potential and increase sustainability and vitality.

Residential Demand

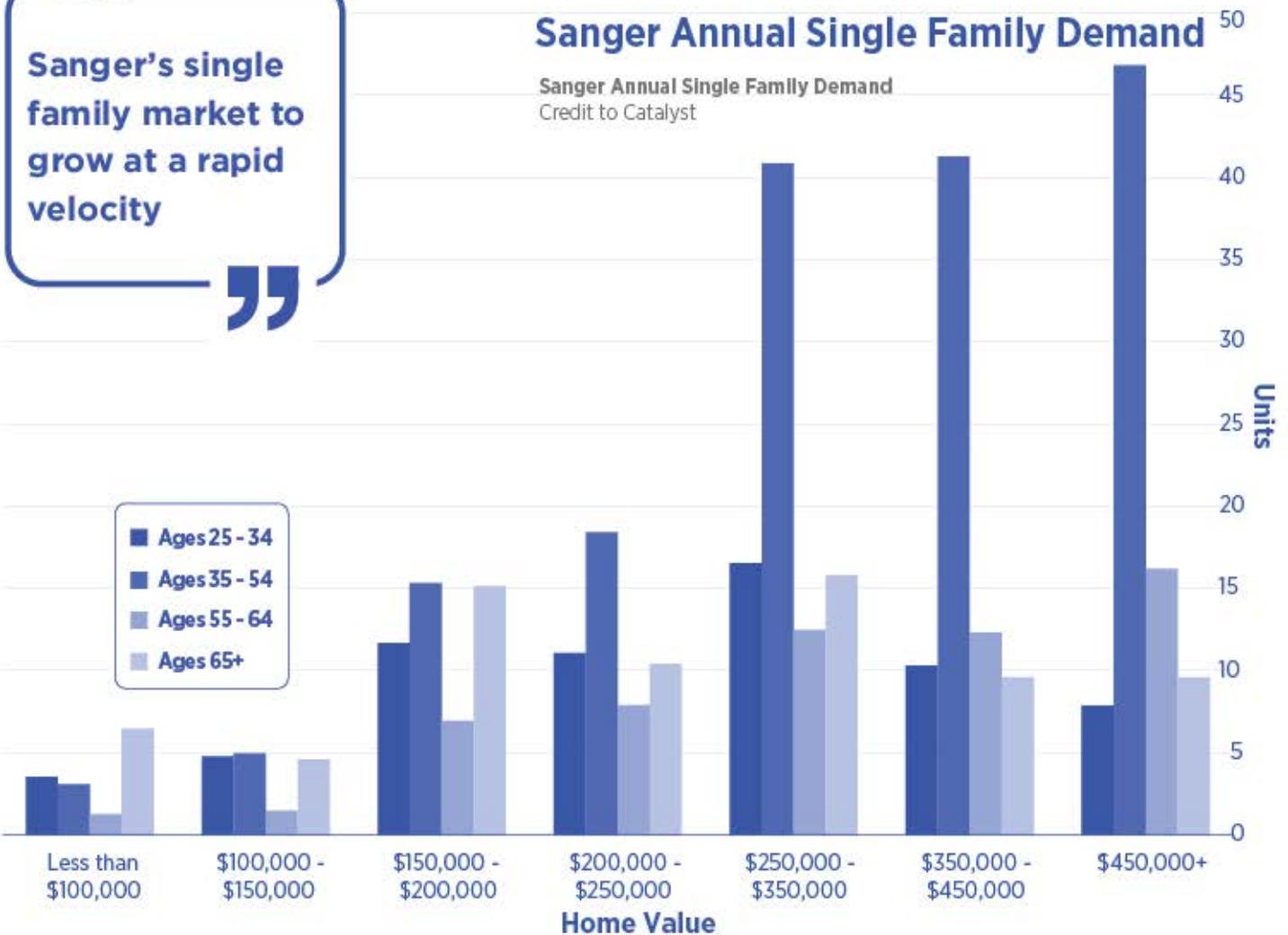
Based upon the demographics, new home demand is anticipated to remain strong throughout DFW, including Denton County and Sanger. As development patterns continue to expand outward along major interstates in the DFW Metroplex, Sanger is poised to harness substantial growth. While construction and new deliveries are likely to tighten due to national labor and material shortages, the Denton County/Sanger market is still anticipated to grow at a rapid velocity. Temporary limited supply may coincidentally put upward pressure on home prices which could create a window to introduce a broader range of product types. Additionally, increased population growth in the region will create additional market demand for residential and commercial development, fueling additional opportunities for new mixed-use developments.

To understand regional demand, Catalyst calculated residential demand for the County, and adjusted the capture rate to reflect the historical absorption percentage of homes built in Sanger based upon building permit data. Our analysis shows Denton County is projected to gain over 9,700 total new households annually over the next five years. This household growth will create a potential demand of 6,165 new homes based on qualified earners and owner propensity throughout the County.

Sanger’s single family market to grow at a rapid velocity

Sanger Annual Single Family Demand

Sanger Annual Single Family Demand
Credit to Catalyst



Turnover of existing owner-occupied households will generate potential demand for an additional 12,808 owners in turnover that rent throughout the county. Turnover of existing rental households will generate 13,705 renters that purchase homes. The total potential projected demand for new homes is 18,973 throughout Denton County.

While historical growth has been moderate, this analysis show that Sanger has the potential to capture over 3,145 units over the next 5-years. Sixty five percent (65%) of total new homes demand is valued above \$250,000. The remainder demand is for housing under \$250,000.

Harnessing new homebuyers - Homebuyers ages 25 – 34 tend to be first time buyers and represent a growing cohort. According to the National Association of Realtors 2017 Home Buyers and Sellers Generational Trends Report, this cohort is increasingly purchasing in suburban markets similar to Sanger. Forty-nine percent of buyers 36 and younger now have children under the age of 18, and over 65% of homes are represented by married couples. Providing housing types that accommodate recent college graduates can create synergies with the local workforce and enhance opportunities for major employers.

Attracting the move-up market - The age group of 35 – 54 represents the largest portion of demand within the City (47%). Buyers in this cohort are in their prime purchasing years, likely with children under 18 years old. Buyers in this cohort typically purchase the highest priced homes of all buyers and have the largest square footage and most bedrooms. Neighborhood choices for this cohort are typically influenced by the quality and convenience of the accompanying school district, as well as access to transportation and convenience of commute to work. With easy access to major employment hubs like Dallas, Fort Worth and Alliance via I-35E and I-35W, Sanger is positioned neatly to capture a portion of this market.

Harnessing mature professionals - Purchasers in the age group of 55 – 64 differ from the 65+ cohort in that they tend to have higher median incomes and are more likely to have children under 18 still in the home. This cohort is likely to buy a multi-generational home for children over 18 living at home and caretaking of aging parents. The primary motivating factors for home purchases amongst this group are often related to retirement, desire to be closer to family, or desire for a smaller home (empty nesters). Buyers in this cohort project that they will live in this home for 20 years at longest.

Catering to seniors and retirees - Purchasers in the cohort of ages 65+ typically move the longest distance of any group and are least likely to make compromises on their home purchase. These homebuyers are likely to have retired or scaled back their work demands and have the lowest median home incomes. The primary motivating factors for moving in this cohort include a desire to be closer to family and friends, desire for a smaller home, or retirement. Buyers in this group are least likely to purchase a single-family detached home, with nearly 24% of buyers in this group purchasing senior-related housing.

Creating multigenerational communities - One way of creating healthier neighborhoods is through a mixed-use development that will drive that type of “community” feel that is attractive to all generations of buyers. Developers should integrate a broad range of housing within developments to attract multigenerational residents, which over the long run allow for aging in place and then backfill from younger buyers as the homes age. Suburbs built in the 1970’s and 1980’s are now seeing the turnover as young families move out to the suburbs and look for quality neighborhoods. These older suburbs typically offer quiet, safe, low crime neighborhoods with established homes with large trees and full landscaping. These neighborhoods become more diverse and generally increase in value as they age.

One approach to creating a multigenerational community is through a master planned community (MPC) typically consisting of several neighborhoods, often curated by several homebuilders, home typologies and price ranges. The common thread that connects these neighborhoods is a lifestyle and theme envisioned by the MPC developer, and delivered through amenities, landscaping, residential activities, and more. A recent study conducted by the Urban Land Institute (ULI) expressed that “What doesn’t work are car-oriented projects with no walkability, no amenities, and no lifestyle upfront. As time evolves, the need for authenticity, energy efficiency, and connected communities will only grow. There is going to be a lot more regeneration and a lot more reimagining of the suburbs.”

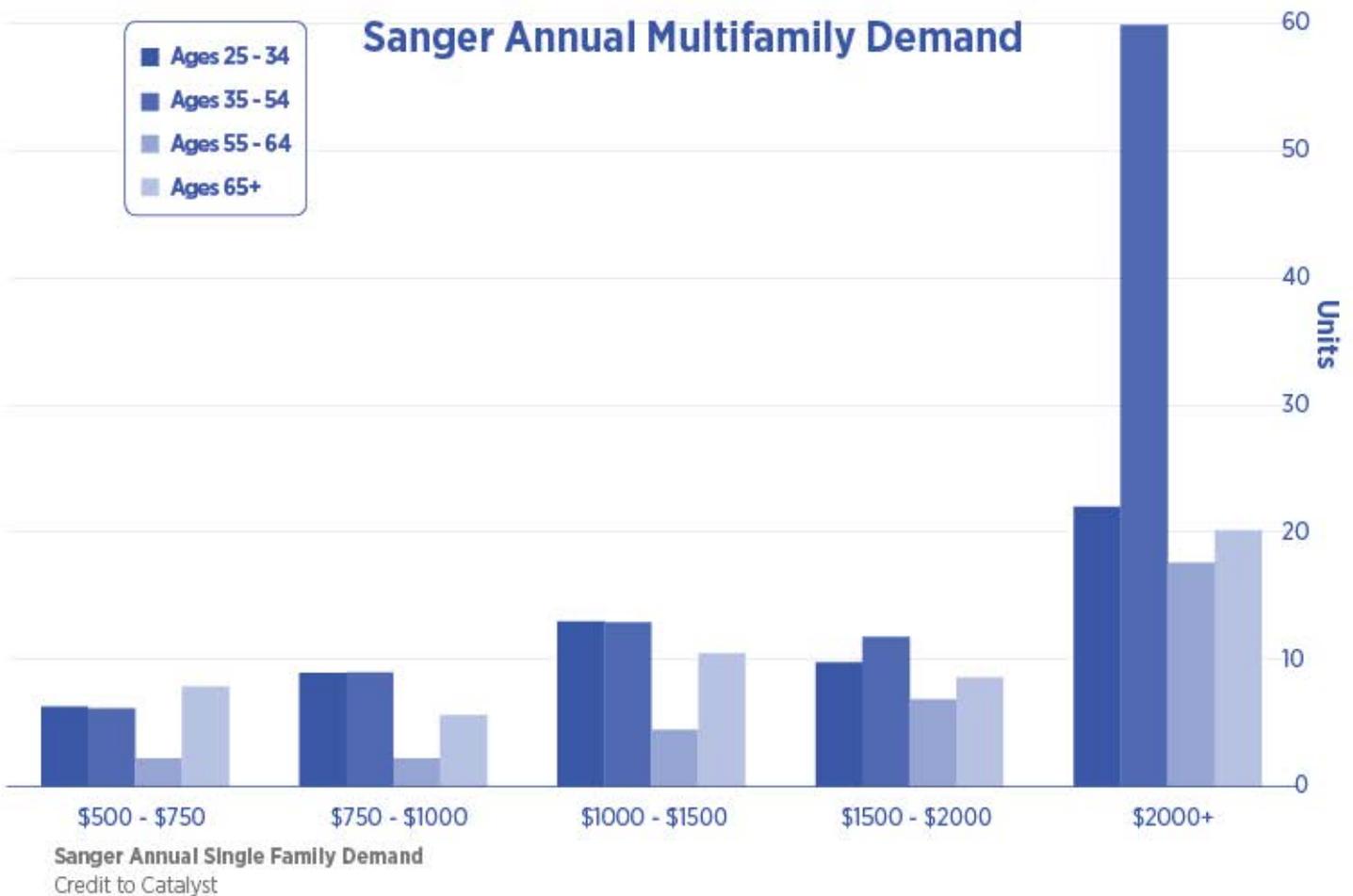
Some of the key benefits that an MPC can offer include:

- **Amenities** - While traditional neighborhoods may offer parks and sidewalks as an amenity, MPC’s typically integrate larger portions of the development to open space, trails, parks, and natural amenities to tie the community together. This allows for not only transportation connectivity, but also social and aesthetic connectivity, creating a sense of “wholeness”.
- **Adjacency predictability** - Due to the nature of MPC’s and the planning that goes into development, MPC’s offer residents more assurance of what their future surroundings will look like than subdivisions can. A mixed-use approach to MPC’s creates a buffer between outside development and the residential portion of the development. The implementation of design guidelines for construction of both residential and commercial property also assures a cohesive feel and continuation of quality throughout the MPC.
- **Variety** - Traditional subdivisions typically offer one or two homebuilders and single-range pricing. MPC’s tend to offer a wide variety of homebuilders, price ranges and home typologies, creating an interesting, integrated housing mix. As a result, MPC’s attracts a wide variety of residents, including first-time buyers, move-up buyers and those who want to scale down, resulting in a diverse community, where residents can move up or scale down based upon their life needs.
- **Lifestyle** - The best MPCs strive to activate their amenities and create an overall lifestyle for residents. Planned events and activities for residents of all ages are common and wide ranging amongst MPC’s. Unique amenities for residents can include offerings such as poolside service, catered community events, movies on the lawn, seasonal fairs and farmers markets, and many more.
- **Stability** - According to RCLCO, “MPCs credit their enhanced sales to buyers’ belief that MPCs are the best place to invest.” New Home Source adds: “An MPC essentially adds stability to the resale value of your home.” One reason that MPCs might help protect property values is that they offer the lifestyle and protections desired by homebuyers across generations want, so they are in demand.”

Multifamily Demand

The Dallas Multifamily Market has been experiencing a long stretch of record high demand and high occupancies. Due to Covid-19, vacancy rates have continue to decline and rents continue to increase,. The result is an increase in construction starts and the amount of square footage under construction. According to the Texas A&M Real Estate Center, "Given the significant decrease in construction activity over the past two years, the DFW apartment market should be poised better than other Texas MSAs to weather the Covid-19 crisis."

Denton County is expected to gain more than 9,700 total new households annually over the next five years. This household growth will generate annual demand for over 5,500 housing units based upon qualified incomes within the County. Turnover of existing income qualified, owner-occupied households will generate potential demand for over 6,800 rental units throughout Denton County. Turnover of existing income qualified rental households will generate potential demand for over 30,000 housing units. The total annual projected demand for rental units in Denton County is 12,347.



Across all income categories, our projections show that Sanger has the potential to absorb nearly 250 new rental units annually based on a conservative capture rate. To determine the capture rate, building permits were analyzed from the U.S. Census to determine Sanger's potential capture of Denton County's demand. Of the total demand, there is demand for over 63% of units to support market rate product (\$1,500+/month rents). Income levels also show a less significant need for units priced under \$1,500. To better understand demand, the multifamily residential demand was broken down not only by income categories, but also by age groups. Different age groups represent different preferences in home typologies and product type, further nuancing the need for differentiated home types.

- **Catering to the creative class** - According to research conducted by RealPage, renters ages 25 – 34 tend to be characterized into two sub-categories; “starting-out single” and “young adult roommates”. Starting-out singles tend to have limited incomes and high rent-to-income ratios. This cohort also tends to move frequently while choosing smaller apartments in Class B & C properties in suburban markets. Similarly, the young adult roommate cohort tends to move frequently, but tend to live in higher-end products (Class A & B) in suburban markets due to their dual-income structure. Across both cohorts there is a need for connectivity and access to transportation, especially to large employment hubs, while there is also a desire for amenity packages such as a luxury pools, grill, event rooms, dog parks, and other amenities.
- **Harnessing to mature wage earners** - Similar to the aforementioned single-family demand, the age group of 35 – 54 represents the largest portion of demand for new multifamily product within the City. Renters in this cohort are predominantly characterized by their age (mid 40's), moderate median incomes (\$50,000's), and propensity to renew leases. These residents are typically single or unmarried, and without children, which allows them the freedom of living in the suburbs in quality developments, without the strain or commitment to home ownership.
- **Capturing active adults** - According to research conducted by RealPage, the cohort of 55 – 65 can best be characterized by the moderate incomes, draw on retirement savings, and propensity for smaller units. Similar to the 35 – 54 cohort, residents of this cohort tend to renew leases and value stability. These residents may be seeking smaller units after moving out of single family homes to avoid maintenance, make better use of space (empty nesters), or just soak in the amenities of suburban multifamily living.

- **Seniors** - Renters in the cohort of ages 65+ typically move the longest distance of any group and are least likely to make compromises with regards to their desires. These renters are likely to have retired or scaled back their work demands and have the lowest median home incomes. The primary motivating factors for moving in this cohort include a desire to be closer to family and friends, desire for a smaller living space, retirement, or need for additional care/special services. Amenity-rich and age-restricted developments are amongst the most targeted product types in this cohort, while access to entertainment, active living, and shopping are all critical components.
- **Residential Shifts that can be an advantage for adaptive communities** - As referenced, growth in the region will create demand for a broad spectrum of housing. Markets that can cater to a broad audience will create greater resiliency and capture a greater share of the pie. Therefore, policies that encourage a broader housing choice and minimize social inequity will ensure the long-term viability of the community.

Today there is a larger percentage of residents that commute out of Sanger to work. According to the U.S. Census, approximately 90% of residents employed in Sanger work outside of the city, and approximately 84% of workers in Sanger live outside of the city. This is typical inflow/outflow in tertiary cities within major metropolitan areas where there are more housing opportunity to accommodate for job positions in larger surrounding communities.

As Sanger ages over the next decades, a goal will be to have residential products and planned developments that will attract and retain choice residents. Master planned communities can do that by offering products for apartment renters (typically younger workers), higher density rentals (townhouses or casitas on very small lots), single family houses for first-time homebuyers, move up products, and seniors or even age-restricted products. These master planned developments should have access to a broad range of health care to serve all of these population ranges, from pediatricians, to family medicine, to rehab and geriatric doctors, to assisted living and skilled nursing.



Single Family Residential Development



Multifamily Residential Development

2-5 Cultural and Natural Resources

Both cultural and natural resources should be considered when developing a comprehensive plan, as they can provide opportunities as well as present limitations. It is important to identify and analysis the unique characteristics that define the City of Sanger. Understanding these resources, analyzing trends and identifying opportunities and limitations contribute to the development of this plan.

Parks and Recreational - The largest and most notable natural resources to the city is Lake Ray Roberts. The lake covers over forty-five square miles of area and provides a multitude of activities on and around the lake of these. Several activities include fishing, camping, hiking and horseback riding. Ray Roberts Lake State Recreation Area - Culp Branch Unit is only 5-mile east of downtown Sanger along Farm to Market 455W. Not only does it provide a natural space for the residents of Sanger to enjoy it brings visitors from the DFW area, and the region, into the area to visit. Within the city limits there are seven dedicated park/outdoor facilities. One of the most notable is The John Porter Sports complex, which offers an organized recreational space for the community. Porter Park also abuts Duck Creek near the clear creek junction.

Built Environment - In addition to its natural resources, Jones Farm is identified on Denton County's national historical registry. Other historic homes can be found throughout Sanger. A notable street with historical significance in Sanger is Bolivar Street. The Wilfong Building, located on Bolivar Street, has been extensively restored since the late 1980's into the early 1990's. Several local restaurants, businesses, and boutiques can also be found in this same area. The businesses add to the distinct characteristic that defines Sanger. Sanger's major municipal buildings are also localized in this central downtown area.

Cultural Resources - Community focused events are a crucial piece of Sanger's culture. Many of these events are focused around major holidays during the year. These events include Freedom Fest on Fourth of July weekend, the Scarecrow Contest in October, as well as four days of Christmas and Santa. Other events that help define what community means in Sanger occur throughout the year, among which the annual Sanger Sellabration is a highlight of all.



Lake Ray Roberts



Fishing Derby

Photo credit to City of Sanger



2021 Christmas Parade

Photo credit to City of Sanger



Sanger Sellabration

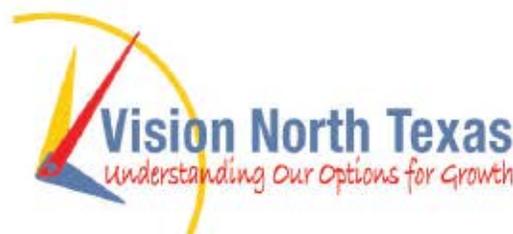
Photo credit to City of Sanger

2-6 North Texas Regional Impacts

The North Texas region, commonly described as Dallas and Fort Worth and its surrounding counties, is one of the most economically prosperous regions in the United States. A lower cost of living than the national average, a business-friendly environment and strong workforce continues to maintain and even grow this prospect. Technological opportunities over the past decade have also progressed the area as a premier innovation center in the United States. These notions have created a bountiful supply of potential that draws employees from leading research universities located in the region, as well as across the country to move into the region. This growth not only impacts the urban core, but it also influences the suburban and rural areas. Documents that surround it, such as the Vision North Texas serves as a strategic plan for the region. With this influx of growth in North Texas the report looks at impacts to the housing market, economic market, natural resources and many other aspects that will be impacted. Understanding there is not a singular answer that can be applied to the North Texas region rather the creation of localized solutions that follow cohesive agreed upon guidelines for the region provides a bright future for the growing region.

Sanger is located in this thriving region. Capitalizing on the current favorable business climate of the entire region, Sanger can expand both its Type A and Type B economic infrastructure to drive economic development for the city's future. In addition, it is reasonable to evaluate that Sanger will, like the region, also see a significant increase in population over the next several years. This plan tries to understand the positive and negative impacts by coordinating a structural approach, so that Sanger can better prepare for its future growth.

As mentioned previously, Sanger is in a favorable position between the two major metropolitan areas of the region. The city of Sanger is considered to be the northern gateway to the Dallas-Fort Worth metroplex. This location attracts residents who want to reside in a less dense area, but still offers ease of access to the benefits of a large urban area. Sanger has a character uniquely shaped by its community, while still coexisting with the core urban areas. With development trends not seeming too far off, it is projected that areas located along the I-35 corridor will see both commercial and population growth. This puts Sanger in a unique position to plan and manage its undeveloped real estate. With this development not only should economic, but also natural and cultural impacts must be assessed. Recognizing trends and projections for the entire city, while outlining clear guiding principles will help ensure the integrity and prosperity of Sanger's core values.



Vision North Texas Logo
Photo credit to Vision North Texas

03

Vision

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| New Brand for Sanger | 41 |
| Comprehensive Plan Advisory Committee | 44 |
| Public Engagement | 45 |

3-1 Introduction

A comprehensive and current vision represents the collective thoughts and ideas that residents and community leaders have about the future of Sanger. Multiple methods were used throughout the planning process to gather input from the community about their vision for the future of Sanger. The collective input from these various methods drove the major decisions of the plan.

One of the most critical aspect of a comprehensive plan development process is gaining public input that provides insight into the current and future needs. Public engagement and stakeholder input served as the driving force behind all decisions during the planning process.

3-2 Existing Vision

The current vision for Sanger is a growing community with just the right balance of business opportunity and the quality of life to raise a family. Ranked as one of the Top 25 places in Texas to live and raise a family (Niche, 2015), Sanger provides its residents and businesses with something truly special.

Sanger is located along Interstate 35 just minutes north of the Dallas/Fort Worth Metroplex. This location in north central Texas offers residents and businesses direct access to the amenities of a major metropolitan area. Sanger's location is premium toward the growing economic development success story of North Texas and DFW International Airport just 20-miles to the south.

Lake Ray Roberts has 29,000-acres of water and is the 6th largest lake in Texas. Lake Ray Roberts includes State Parks, boating, fishing, camping, swimming, and hiking is just five minutes east of Sanger. Many other amenities and sports entertainment venues are just minutes away in Denton and D/FW.

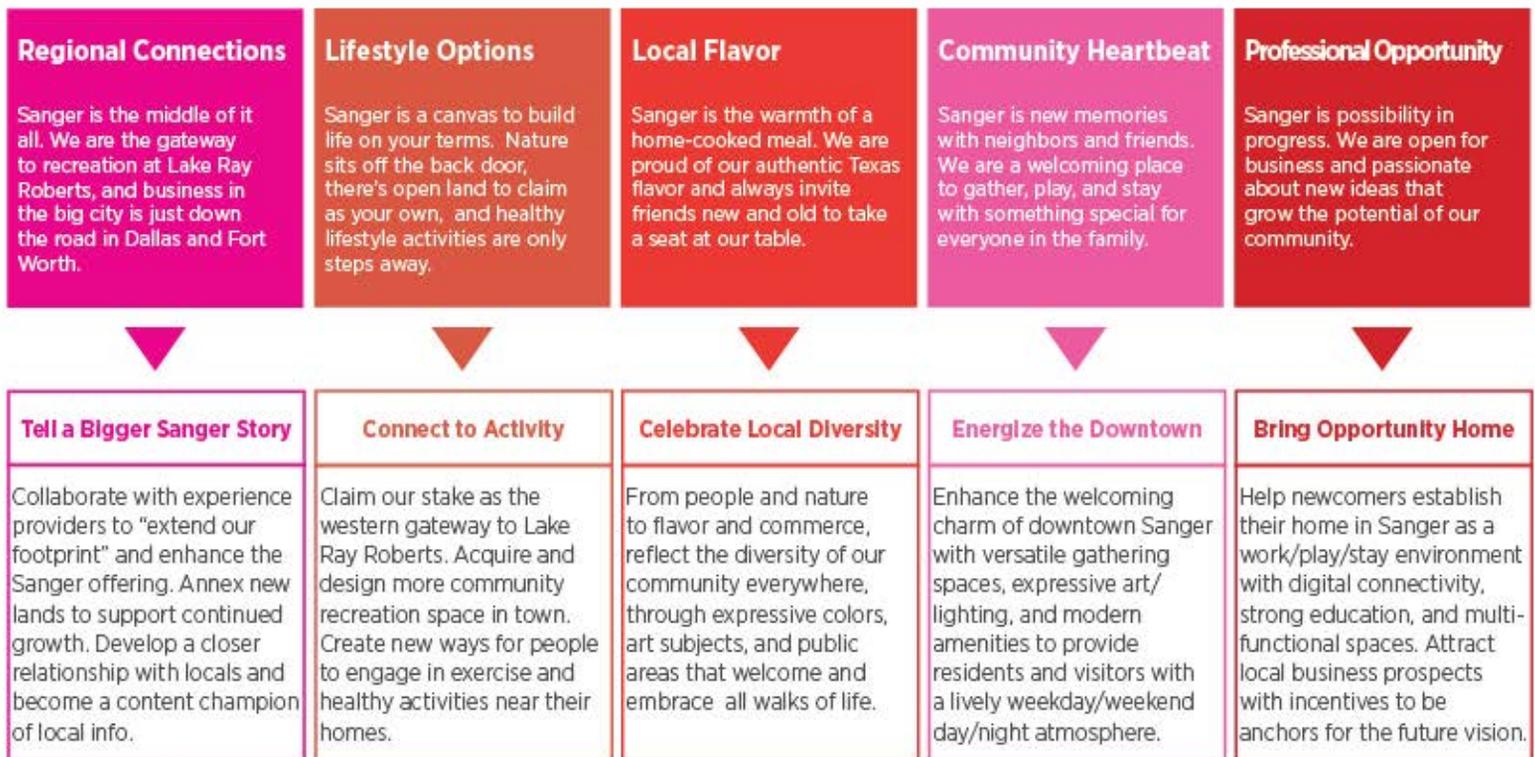
3-3 New Brand for Sanger

As a part of the comprehensive plan, the branding arm of the team worked with the city to create an entirely new with an interconnected strategy for Sanger. The following defines the specifics of that strategy. A new logo for the community is defined at the end of this strategy.

Pitching the Reality

Sanger is a small city that is filled with potential for families and businesses and open to new ideas about how to grow. Our community is clean, safe, comfortable, and inviting, known for its good schools, vibrant downtown, charming hospitality, and immediate access to pristine nature. With Lake Ray Roberts on our doorstep to the east and Dallas-Fort Worth 45-minutes to the south, Sanger is the perfect middle ground to adopt as your hometown and experience the best of what Texas has to offer.

Core Tenets of Sanger's Future Brand



A Vision for the Future of Sanger

We see a city that welcomes new residents and businesses alike with a quaint, modern version of a classic Texas hometown.

A vibrant new downtown comes to life as a place to work and play both day and night with a beautiful city hall, unique shops, local flavors, lush greenspaces, and lively patios where something is always happening for the entire family. Music is playing on the downtown speakers while people walk around with their families, shopping and enjoying time outside together.

Some of the old homes surrounding downtown could be converted into boutique stores and the old lumber yard could become an active multi-purpose Downtown Park with food trucks, live shows, and beer gardens featuring picnic tables and festoon lighting. New parks, walking trails, and bike paths are also just steps away, connecting visitors to fitness activities and other areas of local interest. The entire city is wired for success with digital infrastructure that supports personal and business interests.

Sanger will continue to grow with new land annexations, ETJ districts, and neighborhoods with a connected, contemporary edge. I-35 will pop with new local and regional retail options, while a gateway experience on 455 with new sporting goods outfitters and other vendors could welcome people east to special moments in nature at Lake Ray Roberts.

Sanger will become a place where families can thrive in a holistic, healthy lifestyle on their terms without ever leaving town.



Downtown Sanger

Credit to City of Sanger, Sanger Economic Development Corporation



We believe In:

Family Foundations

Providing safety, security, and opportunity to grow healthy and happy.

We believe In:

Inclusive Diversity

Creating a welcoming place to live that celebrates all ages, races, backgrounds, and lifestyles.

We believe In:

Community Collaboration

Fostering a close relationship with residents to create new opportunities and achieve community objectives.

Community Characteristic Photos
Credit to Norris Design, Shutterstock



We believe In:

Local Authenticity

Supporting the success of local businesses and communicating with open transparency.

We believe In:

Homestyle Comforts

Caring for our neighbors and creating flexible public environments with inherent hospitality.

3-4 Comprehensive Plan Advisory Committee

At the beginning of the planning process, the City Council appointed fifteen (15) members to a Comprehensive Plan Advisory Committee (CPAC). This committee serves as an advisory body supporting the creation of the new comprehensive plan. The committee has met monthly during the planning process, some meetings during the initial COVID-19 months were conducted via Zoom technology. During the primary months of the health concern due to COVID-19 the project was closer getting out of the gate.

COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC)

| | |
|-----------------------------------|----------------------------|
| Rev. Reginald Logan, <i>Chair</i> | <i>Citizen</i> |
| Sue Allison, <i>Vice Chair</i> | <i>4A Board</i> |
| Carlos Thompson | <i>Business Rep</i> |
| Kelsi Bannahan | <i>Chamber of Commerce</i> |
| Justin Swaim | <i>4B Board</i> |
| Jackie Turner | <i>Parks Board</i> |
| Matt Fuller | <i>P&Z Commission</i> |
| Jeff Springer | <i>Property Owner</i> |
| Thomas Muir | <i>Mayor</i> |
| Gary Bilyeu | <i>City Council</i> |
| Tommy Hunter | <i>Superintendent SISD</i> |
| Leann Loyless | <i>Sanger ISD</i> |
| Dev Surati | <i>Developer</i> |
| Ramie Hammonds | <i>City Staff</i> |
| Shani Bradshaw | <i>City Staff</i> |

City Staff

Sanger city staff provided a key role implementing policy, budget and review functions of the comprehensive plan. City staff usually are the most familiar with the day-to-day operations of the city and the land development processes. Due to this relationship, staff from across city departments provided context for both existing conditions and recommended actions generated during the planning process.

3-5 Public Engagement

Introduction

Public engagement for the Plan has occurred over the entire planning period. This engagement takes many forms and includes verbal and written input. In the pages that follow, we have summarized the high points in this important component of the process.

Project Logo

The project team set out to create a unique brand for the project that would convey key themes and be used on all comprehensive plan update materials. Creating a project brand helps planning projects stand out and generates a unique project identity that is instantly recognizable at a glance. Before the branding process began, city staff gave several recommendations for key themes the brand would need to portray. These recommendations included: the need to inspire people, the need to be approachable, and the need to emphasize progress and growth while maintaining character.

Multiple meetings and discussions were held throughout the months in early 2020 including a final discussion by the Comprehensive Plan Advisory Committee (CPAC), and the team came to a consensus on the final design of the project brand. In the end the “Sanger 2040” brand was chosen to represent the desired look of progress and momentum present in Sanger.



Sanger 2040 Comprehensive Plan Logo

Stakeholder Interviews

In November 2020, approximately thirty (30) interviews with Sanger community leaders, and citizens were conducted to gain early insight into the community needs. Interviewees included representatives from major employers, neighborhood organizations, and institutions in Sanger. Questions for these one-on-one interviews were related to Sanger's character, resources, challenges, and opportunities. On average each of the stakeholder interviews lasted thirty (30) minutes and also helped to identify members for the steering committee. The complete stakeholder interview questions are located in the appendix.

The following is input received in high numbers from the stakeholder interviews:

1. **We need more high-quality for sale housing**
2. **We are working to improve our infrastructure network**
3. **A quality Sanger ISD is important to Sanger**
4. **Sanger's downtown is a huge asset**
5. **The biggest barrier preventing success is lack of infrastructure**
6. **I-35 needs to have stronger development controls**
7. **Sanger ISD needs to improve its academic capabilities**
8. **Sanger needs added revenue to improve its infrastructure system**
9. **We need more commercial development related to family needs**
10. **Need more employment opportunities**
11. **Need more RR crossings in Sanger and/or less time waiting for trains to pass**
12. **Downtown needs more family amenities to support new retail**
13. **A new family-focused park in downtown is needed**
14. **We would support new commercial development at the lake**
15. **Let's plan for future critical care health facilities in Sanger**

Project Website

Created to educate citizens about the comprehensive planning process and provide information about opportunities for citizens to get involved, the website provided a timeline of public events and access to important planning documents. Access to this information ensures transparency for citizens to know how and why the plan is moving in the direction that it is. The web site served as the depository for all items linked to the planning process. Residents could at their own convenience engage with the project. If important to the individual, one could update their schedule to reflect future events or scan previous presentations for material to provide feedback.

Pages on the website included: Introduction to Project, Project News, Project Team (both City and consultant team), Schedule of Events, Document Library, Portal into the Virtual Public Meeting Room, Sign up for Future Notifications and a Contact Link. Citizens mentioned the ease at getting data from the website and the benefits of 24/7 access.

sanger2040plan.com



[Home](#) [Meetings](#) [Documents](#) [Team](#) [Contact](#)

Sanger public meeting #3 Survey-Community Input

Take the Survey!



2040 Comprehensive Plan



City of Sanger 2040 Comprehensive Plan

Vision Themes

Categories or themes were first established with community stakeholders and the project's Comprehensive Plan Advisory Committee (CPAC) prior to creating goals. This step defined broad areas that were considered strategic in Sanger's future. These themes are designed to be overarching and reach across social, economic and racial groups. Each vision theme is defined by a graphic icon for easy identification during public input events.



1. Land Use & Pattern of Development



7. Transportation / Mobility



2. Community Character



8. City Government



3. Economic Development



9. Downtown



4. Housing & Neighborhoods



10. Education



5. Infrastructure



11. Resilient & Flexible



6. Parks & Environment



12. Community Health

Public Meeting #1

The planning process included three (3) in-person public meeting events to engage citizen input. Public Meeting #1 was targeting to communicate to the citizens the opportunity to engage the plan and to give direct input on plan goals and themes. The turnout was excellent for meeting number one.

This initial meeting included opening remarks and we also had several other City Council members present. The event was on February 25, 2021 at the Butterfield Elementary School in their cafeteria between 6:00 - 8:00 pm. The city used social media and the project website to promote the event to citizens and the business community. After the meeting we had a digital version of on the project website for review and additional input.



SANGER
★ TEXAS

**COMPREHENSIVE PLAN
PUBLIC MEETINGS # 1**

 We need Citizen Input for this City-wide Community Plan!
Your Opinion Matters!

HELP PLAN THE FUTURE !

📅 25 FEB 2021, THURS
🕒 6:00 - 8:00 PM

NEW LOCATION
📍 **BUTTERFIELD ELEMENTARY**
BUTTERFIELD HIGH SCHOOL

CANNOT MAKE THIS IN PERSON?
There will be an online platform that allows you to provide feedback virtually:
sanger2040plan.com



Sanger Public Meeting #1 Poster & Photos

Public Meeting #2

This public meeting had tremendous attendance. We conducted a safe socially distance event for 40-60 people in the cafeteria of the Sanger High School on June 10, 2021.

We had a presentation by the consultant team (Norris Design and Catalyst Commercial) on the current and short-term real estate market in Sangers and scenario options for city-wide and downtown growth and development. After the presentation, the audience participated in answering a selection of written questions about topics related to each of the scenarios. The goal is to then review the community's input and target their desires toward a single preferred scenario and eventually future land use plan and related plan elements. After the sticky dot selections (+/- 30 minutes), a question-and-answer session went on for about the next 30-minutes answering questions about: development potential in downtown, parking in downtown, future tourism industry in Sanger, employment options and diversity of housing best for Sanger and much more.



SANGER
★ TEXAS

COMPREHENSIVE PLAN PUBLIC MEETING # 2

 We need Citizen Input for this
City-wide Community Plan!
Your Opinion Matters!

HELP PLAN THE FUTURE !

 10 JUN 2021, THURS
 6:00 - 8:00 PM
 SANGER HIGH SCHOOL

CANNOT MAKE THIS IN PERSON?
There will be an online survey starting June 14 (Monday) with the same questions that will allow you to review the presentation and provide input. This survey will be at the address below:
sanger2040plan.com



Sanger Public Meeting # 2 Poster & Photos

Public Meeting #3

The final public meeting was conducted around the presentation and discussion of the preferred land use scenario. This scenario came about from the input received in public meeting #2 and the Advisory Committee. This scenario became the Future Land use Plan (FLUP) which is the core element of the Sanger 2040 Comprehensive Plan.

The meeting was well attended like all the others and was at Butterfield Elementary School on September 21, 2021 from 6:00 to 7:30pm. We want to thank the Sanger Independent School District for their support of the planning process and their generous use of the two school facilities for these public meetings.

SANGER
★ TEXAS

**COMPREHENSIVE PLAN
PUBLIC MEETING # 3**

 We need Citizen Input for this
City-wide Community Plan!
Your Opinion Matters!

HELP PLAN THE FUTURE !

 21 SEPT 2021, TUES
 6:00 - 7:30 PM
 BUTTERFIELD ELEMENTARY

 CANNOT MAKE THIS IN PERSON?
You can access the online platform through
the link below during the week of Sept. 27th
to review the presentation and provide
additional feedback.

sanger2040plan.com



Sanger Public Meeting # 3 Poster & Photos





04

Future Land Use

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4-1 Existing Land Use

The planning process begins with an understanding of existing land uses and development patterns. We have worked with the city’s data set of existing land use, roadways, parks and other in-progress developments to assemble a graphic for land use scenario development.

Below is a listing of the existing land use categories we have taken into review. A general description of these uses are defined. We did not require a breakdown of uses by specific densities and lot sizes.

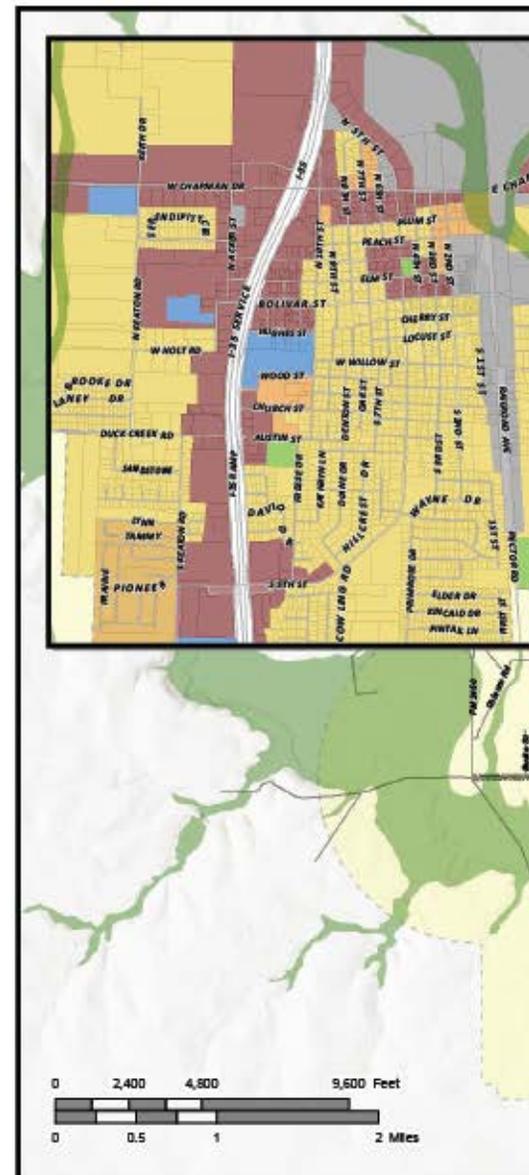
Land Use Categories for Future Land Use Plan

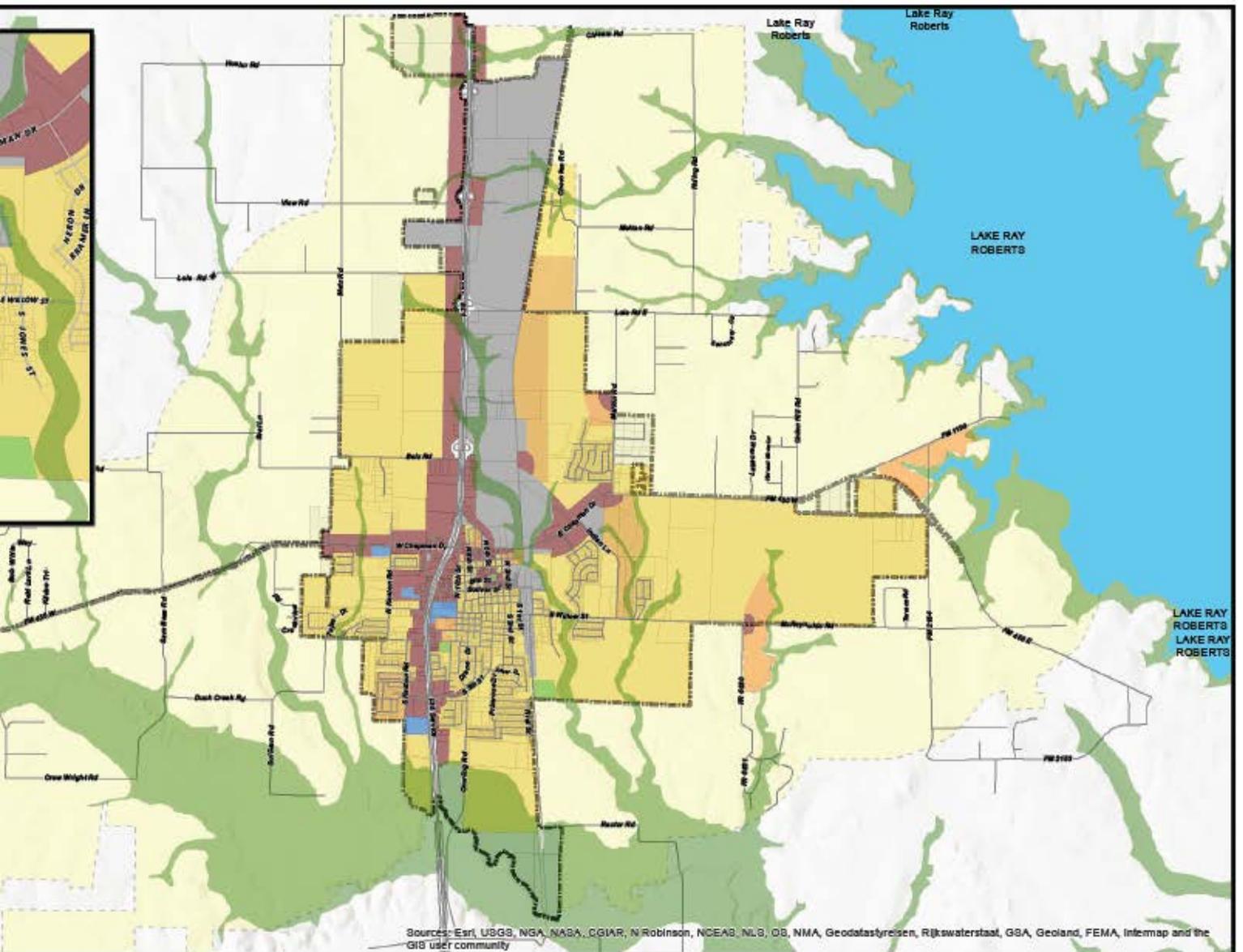
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|---------------------------------|--|
| Commercial Freeway | <i>Regional serving commercial</i> |
| Commercial Neighborhood | <i>Neighborhood serving commercial</i> |
| Town Low Density | <i>In-town (near downtown) small lot residential</i> |
| Rural Low Density | <i>Rural large lot residential</i> |
| Residential High Density | <i>Multi-family and/or attached residential</i> |
| Industrial | <i>Light industrial and/or shipping/warehouse</i> |
| Public | <i>Sanger city facilities</i> |
| Parks | <i>Sanger public parks / trails / etc.</i> |
| Floodplain | <i>Floodplain (100-year)</i> |

Existing 2018 Sanger Land Use Plan (generalized)

Legend

- Multifamily Residential
- High Density Residential
- Moderate Density Residential
- Urban Low Density Residential
- Rural Residential
- Commercial
- Industrial
- Public
- Open Space & Flood Areas
- Parks





2018 Generalized Existing Land Use Plan

4-2 Approach

To establish this Future Land Use Plan, we have used the alternative scenario approach to create the preferred direction. Basically, these alternative scenarios allow citizens to visualize options and ultimately select their preferences in land use and urban design. The alternative scenarios created for Sanger are described in detail in the following pages.

Providing and maintaining a high quality of life for its citizens is crucial to a community's ability to recruit and retain businesses and residents. Quality of life is most directly impacted by neighborhood-based services. When residents are happy and quality of life in a neighborhood is high, property values tend to increase, thereby providing more revenue to the city so that these services can be maintained and enhanced. Well-maintained streets and utilities, quality schools and parks, and close access to other daily needs are common traits of well-rounded neighborhoods.

In recent years, there has been an increase in demand for "live, work, play" neighborhoods where a variety of residential types, office and retail are all integrated relatively close together. Several of the following scenarios take advantage of this reality.

4-3 Transect

The "transect" is a land-use term that describes a location based on its relative density, natural and/or built form characteristics. All places within Sanger fall into one of six transect zones, which extend from the most natural place (T1), such as Lake Ray Hubbard, to the most developed urban place (T6) like the property in downtown. Of course, there are transition zones between, but a quick look at the transect zones reveals common characteristics:

- T1** Natural Environment: Wilderness, prairie and natural water bodies.
- T2** Rural Places: Working farm and ranch lands.
- T3** Suburban-Urban Places: Most new development post-WWII, retail, strip commercial.
- T4** Traditional Neighborhood Places: Residential smaller-lot neighborhoods in towns, cities and first-tier suburbs.
- T5** Downtown Places: Traditional centers in large and small towns comprised of retail, office, residential, and other uses; main streets, civic spaces and town squares define civic space.
- T6** Urban Core: Multi-story buildings at the center of most cities. Sanger's T6 zone is not as dense as other Texas cities, but it is walkable and full of economic potential.



The Transect; Created by architect Andres Duany, illustrates the rural-to-urban gradation between nature and dense urban zones.

4-4 Plan Goals

Goals for the comprehensive plan began early in the planning process. First, as a part of the stakeholder interviews as goals for the plan and pier city's were discussed. Next, we entered the discussion with the Comprehensive Plan Advisory Committee and the goals were trimmed, edited and enhanced. The process also included input from local citizens at Public Meeting #1 on inputs for community goals. So as defined, project goals have been vetted at numerous phases in the engagement process. A final set of goals for the 2040 Sanger Comprehensive Plan are listed below:

1. Maximize commercial development **along the I-35 corridor.**
2. Increase **walkable development in downtown.**
3. **Support additional funding sources** to aide in quality commercial growth.
4. Maximize commercial development **along the FM 455 corridor.**
5. Plan for **future public services** that will adequately serve the community.
6. **Prioritize Infrastructure** in support of economic development along major commercial corridors.
7. Ensure quality growth along I-35 with **revised development regulations (Corridor Plan).**
8. Develop a larger system of **parks, pedestrian trails, and open spaces.**
9. Plan and study for a **new family-oriented park in downtown** serving as a catalyst for economic development.
10. Support expansion and quality in the **Sanger Independent School District (SISD).**
11. Increase the creation of quality places for people **(PLACE making).**
12. **Increase City revenue** sources from new commercial and industrial development.
13. Support the **efficient use of land** while enhancing the natural environment
14. Support higher density **residential and mixed-use development downtown.**
15. Increase low-impact **development near Lake Ray Roberts.**
16. **Modify the City's Development and Zoning Ordinances** to implement this new plan.
17. Keep and **expand City facilities in downtown.**
18. With growth the City will need to review and **update public safety facilities plan.**
19. **Encourage Infill development** in the core of Sanger.
20. Partner with City of Denton, NCTCOG and others creating a **regional service network.**

4-5 Alternative Scenario Development

The vision for Sanger was born out of input from general citizens and city-wide property owners. It is important to note, that the three (3) scenarios were developed with short and long-term opportunities - the desired preferred scenario or final city-wide vision is full of short-term projects to build.

Scenario 1: Northern DFW Gateway

Attributes for this scenario include:

1. I-35 Corridor - Serves a regional market / Commercial covers the full corridor
2. Downtown - Urban / Mixed Use / Less historic in character
3. In-Town - Redevelopment occurring with walkable characteristics
4. Growth Areas (ETJ) - Range of densities
5. Population Growth - Above NCTCOG projections
6. Bold scenario that helps to grow the market

LEGEND

- Downtown District
- Multifamily Residential
- Town Residential
- Medium Residential
- Ranch/Estate Residential
- Neighborhood Commercial
- Regional Commercial
- School
- Park, Trails and Open Space
- Industrial
- Stream
- Lake
- 100-year Floodplain
- Major Road
- Local Road
- Railroad
- Future Thoroughfare
- Thoroughfare (Built Road)
- Proposed Road
- Sanger City Boundary
- Sanger ETJ (Extra-Territorial Jurisdiction)



Scenario 2: Neighborhood Centers

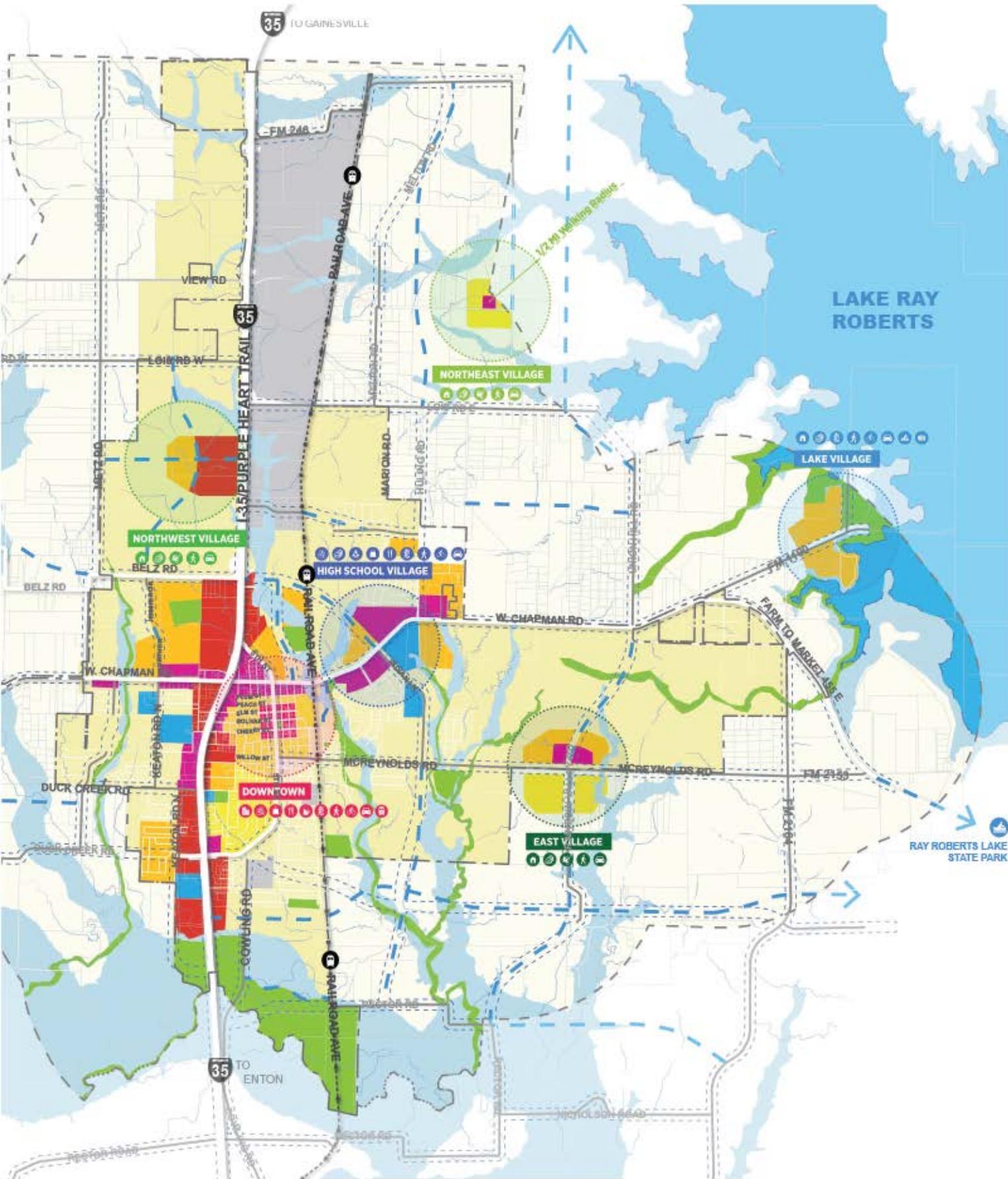
Attributes for this scenario include:

1. I-35 Corridor - Mixed commercial and residential / less dense more suburban
2. Downtown - Active retail / Texan / Historic
3. In-Town - Development near downtown
4. Growth Areas (ETJ) - Neighborhood centers located on existing service / centers include retail, schools and/or parks
5. Population Growth - Equal to NCTCOG projections
6. Strong scenario equal to market
7. More walkable development pattern

LEGEND

- Downtown District
- Multifamily Residential
- Town Residential
- Medium Residential
- Ranch/Estate Residential
- Neighborhood Commercial
- Regional Commercial
- School
- Park, Trails and Open Space
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- Stream
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Sanger City-Wide Scenario: Neighborhood Centers

Scenario 3: Ranch

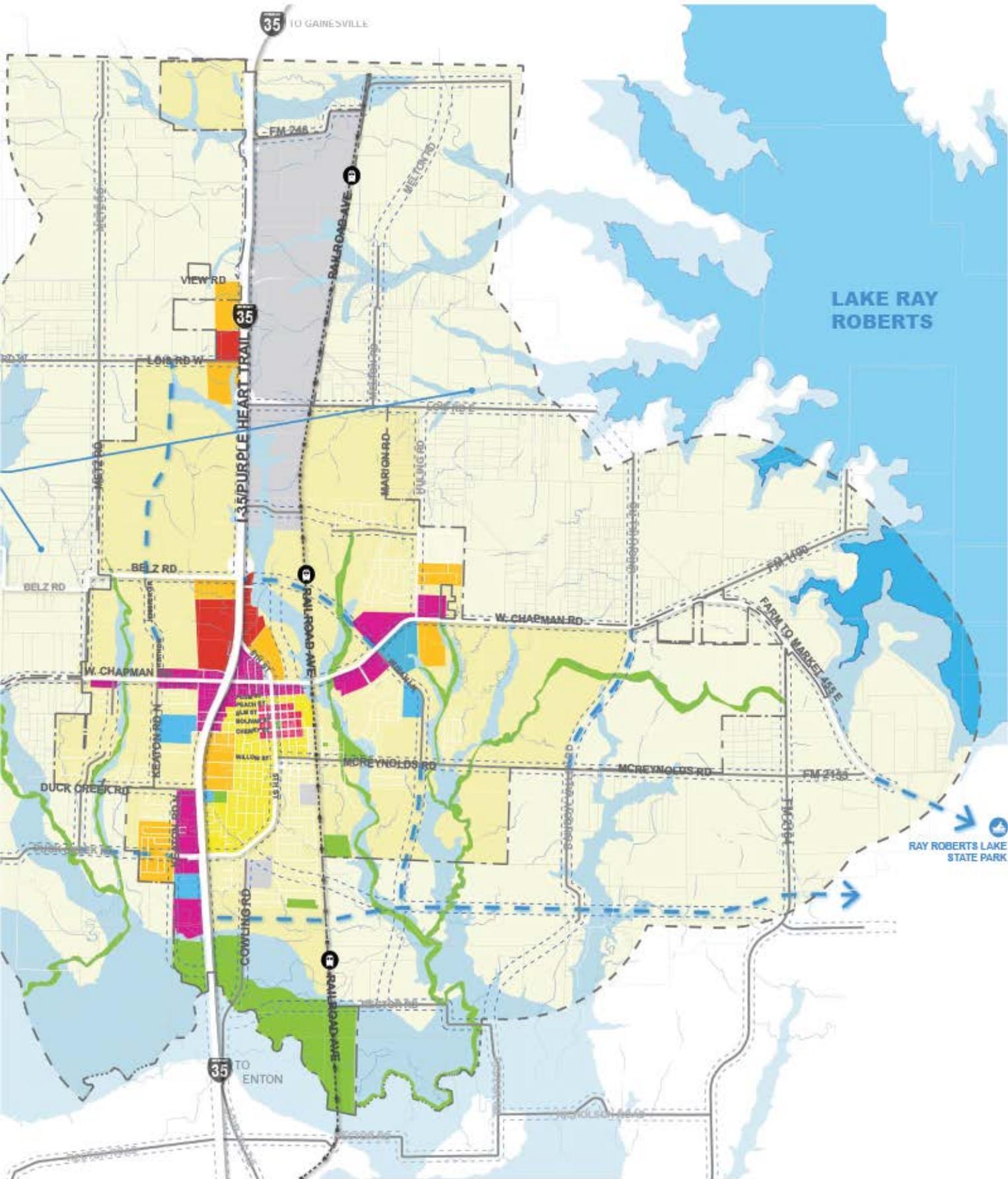
Attributes for this scenario include:

1. I-35 Corridor - Mixed commercial and residential / Less dense more suburban
2. Downtown - Active retail / Texan / Historic
3. In-Town - Development near downtown
4. Growth Areas (ETJ) - Neighborhood centers located on existing service / centers include retail, schools and/or parks
5. Population Growth - Equal to NCTCOG projections
6. Strong scenario equal to market
7. More walkable development pattern

LEGEND

- Downtown District
- Multifamily Residential
- Town Residential
- Medium Residential
- Ranch/Estate Residential
- Neighborhood Commercial
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- Proposed Road
- Sanger City Boundary
- Sanger ETJ (Extra-Territorial Jurisdiction)





Sanger City-Wide Scenario: Ranch

4-6 Preferred Scenario

The preferred scenario comes from community input, best practices in community planning and a growing North Texas economy. The created scenario provides quality residential for a range of family life styles and development patterns. Downtown is a key focal point for the community with its walkable development and pedestrian environment.

Attributes for this scenario include:

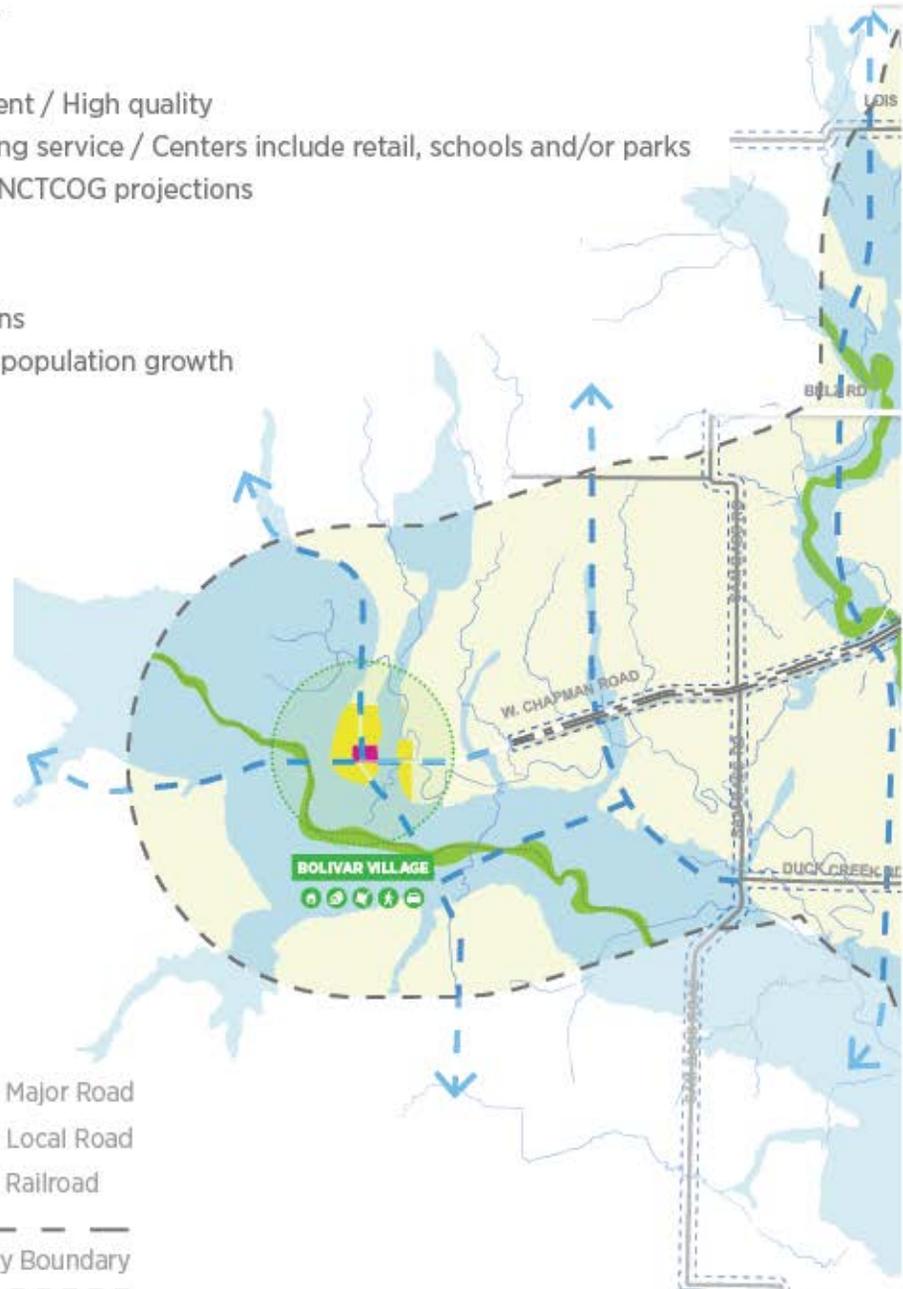
1. I-35 Corridor - Mixed commercial and residential / Less dense more suburban
2. Downtown - Mixed-use / Active retail
3. Downtown - Texan in style / Historic character
4. In-Town - Development near downtown
5. ETJ - Mid to Large Lot single family development / High quality
6. ETJ - Neighborhood centers located on existing service / Centers include retail, schools and/or parks
7. Population Growth - Equal and slightly above NCTCOG projections
8. Strong scenario equal to market
9. Walkable development pattern desired
10. Population Growth - Below NCTCOG projections
11. Lowest density, commercial development and population growth

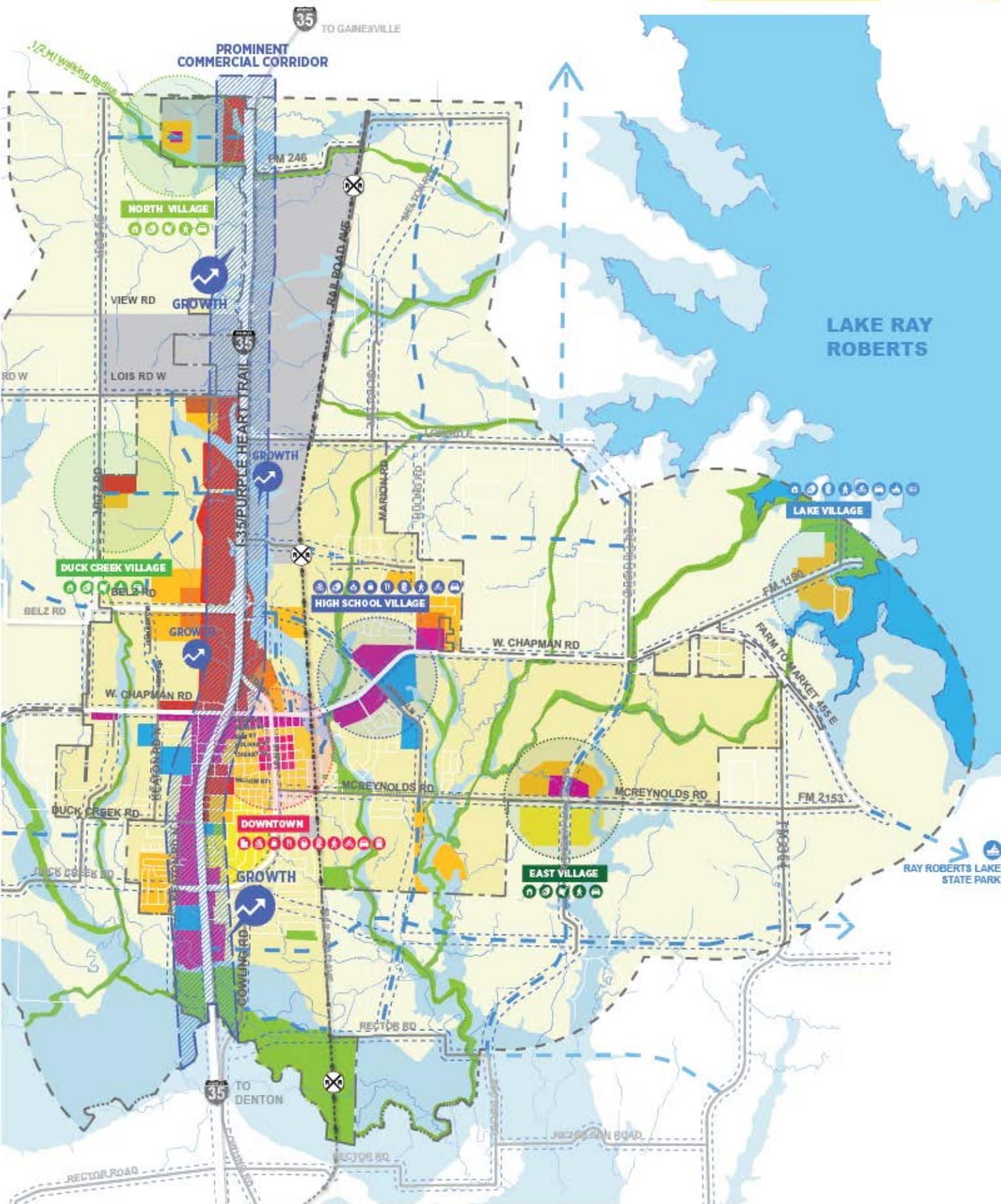
LEGEND

- Downtown District
- Multifamily Residential
- Town Residential
- Medium Residential
- Ranch/Estate Residential
- Neighborhood Commercial
- Regional Commercial
- School
- Park, Trails and Open Space
- Industrial
- Stream
- Lake
- 100-year Floodplain

- Major Road
- Local Road
- Railroad
- Sanger City Boundary
- Sanger ETJ (Extra-Territorial Jurisdiction)

- Future Thoroughfare
- Thoroughfare (Built Road)
- Proposed Road





Sanger City-Wide Preferred Scenario

4-7 Future Land Use Types

The descriptions below define the land use designations shown on the Future Land Use Plan. The plan is a graphic depiction of the desired future land use pattern for Sanger, based on input from the public, real-estate market analysis, city staff comments and industry best pictures.

Downtown ■ (Commercial, Residential and/or Mixed Use)

The Downtown land use category is reflective of the variety of uses within the quasi historic downtown and adjacent blocks. Land use within this designation can be a mixture of retail, office, residential and/or mixed-use (vertical integration). Parking should be available in the form of shared via parking lots and on street. Developments include restaurants, retail, lodging, office, park, town housing, urban housing, worship, educational, civic, and entertainment uses. This land use type generally includes a residential density of 8 to 40 du's/acre.



Downtown Sanger

Multi-family Residential ■

Multi-family residential land use is characterized by multi-story apartment and/or condominium type units in attached complexes. These developments may take a variety of forms. These may include community amenities, fitness facilities, recreation areas, and dedicated open space. This land use type generally has a density of 8 to 40 du's/acre.



Multi-family Residential

Town Residential ■

Town residential uses are generally, but not exclusively, intended to provide areas for traditional single-family home. Town residential can also be characterized by apartment, patio homes or townhome type units in an attached community. These developments may take a variety of forms. This in-town land use type can have a wide range of density between generally 4 up to 20 du's/acre.



Town Residential

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. This land use type generally has a density of 2 to 7 du's/acre.



Ranch Density Residential

Ranch single-family uses are generally intended to provide areas for traditional single-family large lot neighborhood developments. This land use type generally has a density of less than 2 du's/acre.



Regional Commercial

Highway-oriented retail, office, and commercial targeted for businesses requiring large volumes of traffic and auto access. Typical uses will include regional auto-oriented businesses including but not limited to restaurants, big-box retail, gas stations, offices, medical, hotel, entertainment venues and more.



Neighborhood Commercial

This category is for non-residential development that meets the needs of local residents. Neighborhood commercial uses include neighborhood retail, specialty shops, convenience stores, pharmacies, and restaurants which can improve the general character of adjacent neighborhoods. Office uses are also envisioned in this category and are generally focusing on business or professional services such as medical, real estate, insurance and/or childcare.



Light Industrial

This land use designation is intended for a range of light industrial, indoor manufacturing, assembly, storage yards, packaging, flex-office, distribution and warehousing related uses.



School/Education

This designation includes primarily schools and/or future colleges that are both public or private.



Parks/Trails and Open Space

Areas with this land use designation are representative of public parks, recreational facilities, active sports facilities, trails and open spaces. Pedestrian trails typically are planned to connect these uses together across the city.



Lake

Lake Ray Roberts includes water and land that is controlled by Dallas Water Utilities.



4-8 Future Land Use Plan

Purpose

The Preferred City-Wide scenario which leads to the Future Land Use Plan (FLUP) for Sanger creates a pattern of land uses and development character that is intended to lead to positive outcomes. As Sanger continues to mature and develop, the assumptions of these land uses (type of development, density, etc.) can be achieved through thoughtful infrastructure investment, informed, and aligned zoning decisions, and continued public outreach and input. The purpose of this assessment was to review, calculate, and ensure that the plan's vision and direction points to a positive net fiscal impact. A positive net impact assumes that the plan is projected to create more revenue than cost. This helps the city continue the path to long-term sustainability if the plan is executed as envisioned.

Land Use Assumptions

Detailed assumptions of density and use types within each land use category were applied, as illustrated in this chapter. These assumptions allow for the application of potential values for an acre of land based on the achievable development framework for each land use category. These assumptions anticipate average buildable acre potential for major product types within each land use category.

These values are applied to vacant and potential redevelopment acres within Sanger's planning area (City limits + ETJ). It is intended to project new development and the associated implications free of a development program and timeline, ultimately representing a "build-out" scenario. Projected values derived from the analysis include both residential and commercial values anticipated to be generated based on conservative assumptions of development value. This analysis should be viewed as a snapshot in time, representing applicable data and assumptions that are subject to change in real-time.

Conclusions

The analysis shows that the preferred land use scenario will generate additional population and employment. There is anticipated to be more than 32,300 residential units created because of the proposed scenario, which in turn will support more than 53,350 additional residents. Similarly, the development created through this program is anticipated to support 18,663 additional workers, based on a conservative approach to quantify employment. As a conservative result of the associated residential development, it can be anticipated that the city of Sanger will generate more than \$8.47B in development. Similarly, because of the preferred scenario, Sanger is anticipated to generate more than \$1.35B in commercial value, totaling nearly \$10B in total value through the preferred scenario.

| Future Land Use Plan | |
|-------------------------------------|------------------------|
| Total Commercial Value | \$1,358,674,515 |
| Total Residential Value | \$8,470,284,888 |
| Total Value | \$9,828,959,403 |
| | |
| Total Residential Units | 32,305 |
| Total Employment | 18,663 |
| Total Residential Population | 53,353 |

How to Use this Fiscal Analysis

This analysis can be utilized to better understand and project future implications of the City's long-term planning initiatives. This analysis should not substitute for more refined fiscal modeling for long-term City cost projections or zoning decisions; however, it can be a reference point for decision making whereby alternatives would deviate from the vision and direction established within this Comprehensive Plan. Consequently, to achieve the financial projections found in this section, it is strongly recommended that the city adhere to strong fiscal strategy, public infrastructure investment, and sound land use decisions consistent with the FLUP.

A key to achieving the plan vision with fiscal and operational sustainability will be to foster development that align with the proposed land use character. Moving forward with the implementation of this development model, as anticipated in this plan and the next step of the process will likely be updating the City's development code to ensure future development is regulated to the updated future land use.

Championing development projects that are thoughtful and cohesive in nature will typically achieve higher returns and have stronger values than more traditional developments. Development projects that do not follow the Future Development Plan should be carefully evaluated and scrutinized so that their economic and social impacts on the community are understood. This may include additional citywide modeling or case-by-case analysis of service costs and return on investment. These studies may consider proposals for annexation, economic development incentives, zoning and land use changes, and special area development plans.

Some municipalities require developers to submit a fiscal impact analysis prior to zoning applications to assist in assessing the net benefits of the project. In addition, Sanger could include an internal audit of cost of service and explore ways to share in infrastructure and maintenance costs for new projects, including tax increment financing and public improvement districts and private property owner associations.

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Corridor Enlargement

This enlargement from the Future Land Use Plan is intended to assist commercial development along I-35. This plan is created to assist development patterns and not specific dimensions in so much that they support the health, safety and welfare of Sanger.



Corridor Retail Enlargement
2040 Sanger Future Land Use Plan

4-9 Catalyst Growth Opportunities

To assist in guiding future growth, general priority growth areas have been identified to help the city prioritize policy and spending. These areas were assessed considering the following factors:

- Location
- Ability to provide water and wastewater services
- Size and physical features
- Existing adjacent land uses and condition
- Access to potential and adjacent thoroughfares
- Economic factors and opportunity

These areas are not listed in any order of importance or magnitude. Each area has its own synergistic set of opportunities, and many include a larger city set of positive relationships.

#1 *FM 455 & I-35/Southwest Corner*

- Emerging Commercial Center as FM 455 reconstruction is completed.
- This redevelopment area has excellent locational characteristics that will lead new development to this site. Signage controls and access layouts will be important to the success from the City's viewpoint.

#2 *FM 455 Corridor (East of I-35)*

- Strong retail/commercial corridor as FM 455 reconstruction is completed.
- This corridor is having major roadway improvements occurring which will lead the way to new development opportunities. FM 455 become a gateway to downtown and should include special development regulations along it to the east as it connects with downtown and Lake Ray Roberts.

#3 *Downtown Sanger*

- Retail development along Bolivar Street and near future Downtown Park (if created).
- Downtown between 5th Street and the railroad along Bolivar Street is the Main Street in downtown Sanger. These five blocks are key opportunities for new walkable development. Also, a new family focused park along Bolivar could even enhance the development potential primarily along the perimeter of the new park amenity.

#4 *FM 455 & I-35/Northwest Corner*

- Emerging Commercial Center
- This corner has tremendous commercial appeal due to its location to key major roadways in Sanger. This site must be master planned with anchor, inline and pad buildings. Signage controls and access layouts will be important to the success from the City's viewpoint.

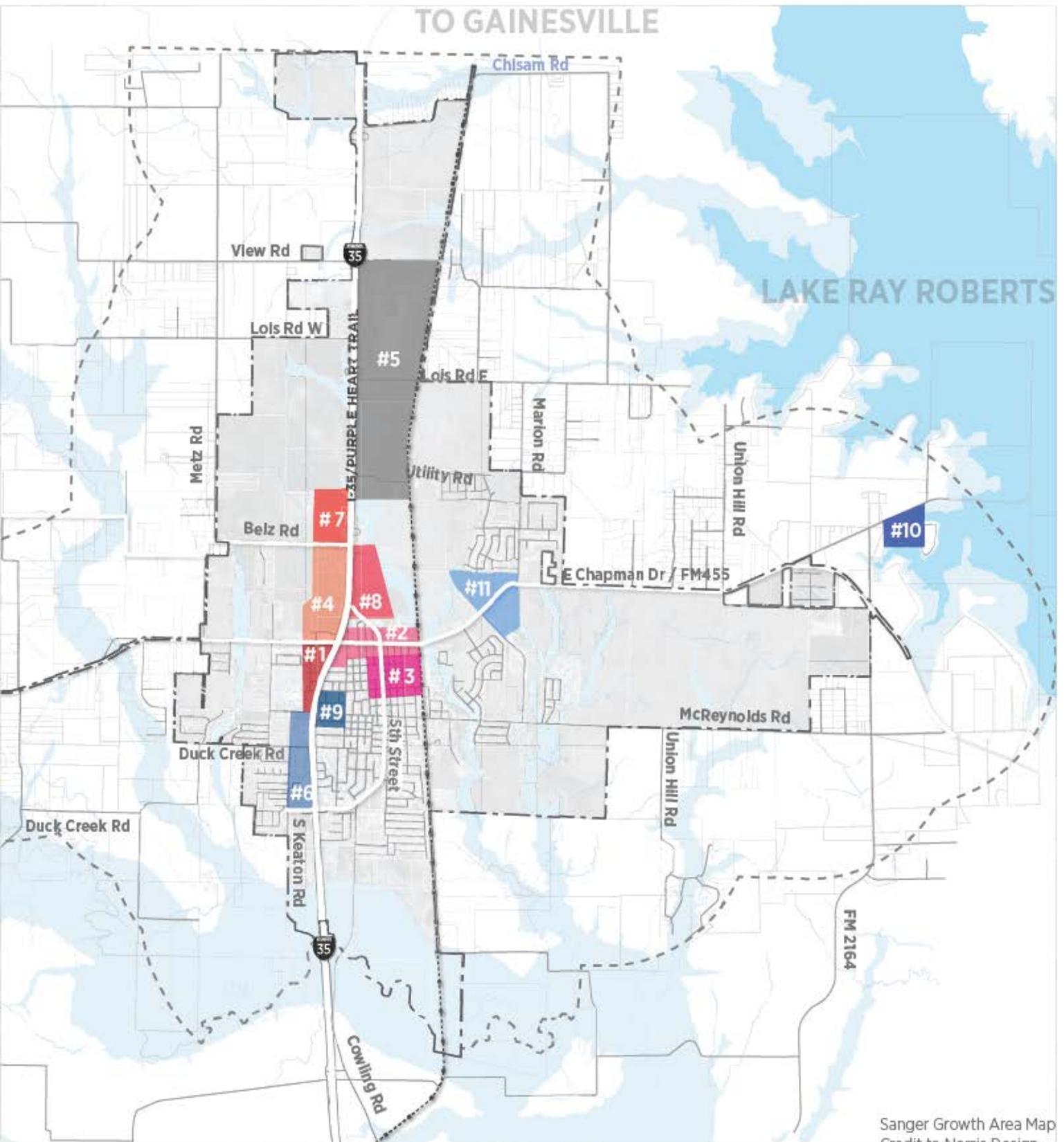


Sanger Growth Area Map



LEGEND

- Rail Line
- ETJ
- Stream
- Lake
- 100-year Floodplain
- Road
- City Limit



Sanger Growth Area Map
Credit to Norris Design

TO DENTON

#5 *Light Industrial near Walmart Distribution Center*

- Growing Light Industrial Corridor
- This large area will continue to grow with light industrial and shipping/warehouse development. Truck access to the I-35 interstate and frontage roads is important for this growth pattern. TxDOT can provide some mobility improvements to also support this commercial pattern.

#6 *I-35 Corridor (West of I-35 in Core of Sanger)*

- Part of the redevelopment of the I-35 corridor
- This redevelopment corridor has excellent locational characteristics that will lead new redevelopment to this site. Signage controls and access layouts will be important to the success from the City's perspective.

#7 *Belz Road & I-35 (Northwest Corner)*

- Emerging north Commercial Center
- This area is a longer-term future development site. This area is similar to others along I-35 and has similar access, parking and signage needs.

#8 *5th Street Corridor (North of FM 455)*

- Emerging Commercial and MF Corridor
- This corridor offers some existing development potential along the northern edge for commercial land uses.

#9 *Linda Tutt Learning Center/SISD Site*

- Redevelopment Opportunity
- This site offers excellent redevelopment potential for the City and SISD. This large site on the north bound side of I-35 is excellent for a large office, retail and/or quality multi-family development taking advantage of the I-35 access connection. Any development in this location should be walkable and have positive attributes with the in-town Sanger core.

#10 *Lake Ray Roberts*

- Low-impact Commercial at Lake
- This area is a strong resource for development in Sanger. This area will be needing additional infrastructure in the future, but the value will be important. This location offers commercial and residential land uses a view of Lake Ray Roberts. Currently low-impact septic developments are appropriate, but as water and sewer gets to the area increased densities will be very desirable.

#11 *FM 455 & Future Indian Lane Extension*

- Future Roadway Corridor
- This location is more a long-term opportunity with the future extension of Indian Lane. This area is attractive as a commercial node that is east of the interstate and downtown core.

4-10 Neighborhood Centers | Villages

Introduction

Neighborhood centers and/or villages is a land use area that relates to the Sanger Comprehensive Plan. This area is generally of a quarter-mile radius (1,320 feet) and is commonly considered a five-minute walk for most pedestrians. The different future villages and their radius are shown on the Future Land Use Plan. They were created and located across Sanger to help establish a more pedestrian walkable pattern of future development.

The neighborhood centers are located in specific locations supported by roadway networks, existing or future land uses and possibly a creek corridor that could be a future pedestrian/bike trail. Each of the centers are different, some more rural and some more town-like but the hope is that they create walkable places to gather and socialize.

Walkability

Having safe, convenient and walkable access to future developments such as; schools, parks, stores and housing can help residents save money and stay healthy. Regardless of the mode of travel chosen, shorter distances between home and the places we need to go on a daily and weekly basis can help decrease overall costs for households. Incorporating daily exercise is a lot easier with a safe network of sidewalks outside your door.

Neighborhoods centers may not contain all of the amenities and services someone would want on a daily basis, but they should provide access to many of these amenities and services and have at least one or two destinations that are easy for someone to access by walking or biking. Amenities and services associated with a more mature neighborhood centers can be organized into three major categories: transportation, civic amenities (parks, schools and community center) and commercial shops.

Multi-Use Development Pattern

As Sanger matures with neighborhood centers away from I-35 and downtown there can be a healthy focus in creating multi-use development patterns. The city shall allow neighborhood commercial and mixed-use developments on properties adjacent to residential land use, subject to community input from residents and conditions of approval. This neighborhood compatibility will contribute to an enhanced quality of life and a walkable life-style. Appropriate locations for neighborhood commercial and mixed-use developments can include:

- **Corner lots located along collector or arterial streets.**
- **Corner lots located adjacent to or across from a school, park, community center, or other neighborhood gathering place.**

Example Patterns

On the right, we have enlarged two (2) of the proposed neighborhood centers/villages for Sanger. The East Village and High School Village is shown defining future land uses, roadways and pedestrian connections. Note these patterns next to the following built neighborhood centers below.

Let's detail the current land use and amenity pattern for these existing DFW neighborhood centers. All three below are walkable and adds to the increased real estate value of their regions.



East Village
Sanger 2040 Plan

High School Village
Sanger 2040 Plan

Beltline Road & Jupiter Road

Development Pattern: neighborhood retail, grocery store, townhouse residential, multi-family residential, local creek, pedestrian trail, golf course and adjacent single family detached residential.

Parker & Independence Parkway

Development Pattern: neighborhood retail, grocery store, townhouse residential, patio residential and adjacent single family detached residential.

Colony Blvd. & Main Street

Development Pattern: neighborhood retail, grocery store, townhouse residential, patio residential, small park and adjacent single family detached residential.



Beltline Road & Jupiter Road
Richardson, TX



Parker & Independence Pkwy.
Plano, TX



Colony Blvd. & Main St.
The Colony, TX

Pedestrian Connections

A sidewalk and/or trail is the area where people interface with one another and shop at local businesses have in North Texas. Pedestrian connections for this discussion promote safe walking and include improvements such as:

- **Sidewalks**
- **Trails**
- **Nature soft trails**

Street connectivity can affect whether sidewalks reach pedestrian destinations without requiring additional walking. Routes that have short block lengths and sidewalks on both sides of the street shorten the paths needed in neighborhoods.

4-11 Creating Added Value

Overview

Adjusting property values in a community and neighborhood is a challenging and long-term proposal. The simple solution to increase value is to raise quality. Quality can happen via neighborhood master planning, home size and increased materials, increased mobility and improved supporting factors.

Additional information, a large home sitting in the middle of an average-sized home community may not bring the price its owners wish as the property value is compared to its neighbors. The same holds true for a small home in a similar situation. That smaller home may enjoy the benefits of its surroundings and have a higher property value.

Property values are affected by what's going on in the community. If a new highway is planned adjacent to the community, or a power plant, strip mall, business development or any commercial endeavor are scheduled for construction, values dip lower. If the school district is noted for its excellence, values go up. Quality of life issues affect property values and a community dedicated to the peaceful enjoyment of its residents is one that holds its value.

Neighborhood Value

In some instances, the introduction of neighborhood features can draw an influx in buyers increasing home and/or neighborhoods value. This increase can be a valuable asset to the economy of a community, but if the increases are so high that it is unreasonable to sustain long term residents that can cause other issues with disposition. Here are ten (10) neighborhood and community trends citizens should consider in Sanger.

1 *Pedestrian Trails*

Hiking can give you a decent cardio workout while you enjoy the great outdoors. So neighborhoods with access to hiking trails are bound to score some bonus points with house hunters today.

2 *Walkability*

This adds to a healthy lifestyle and greater property values to a wide group of citizens.

3 *Save Mature Trees*

Developers sometimes cut down large, healthy trees since it's often easier to do that — and plant new trees than to preserve them. But those desirable, well-established neighborhoods buyers love often have a thriving, lush tree canopy. The shade and character offered by older trees can add more than just aesthetics.

4 *Retail Nearby*

Whether you live in an urban or rural area, convenient access to essential services and shopping is key. And it's a factor home appraisers consider when evaluating real estate values.

5 *Improve Sanger Public Schools*

Families, or couples that are planning on starting a family, will look to the area school system as a key factor in deciding whether they want to settle down in a neighborhood.

6 *Dog Parks*

Buyers like to purchase homes in neighborhoods with parks and green space, and will often spend more to live in communities that offer them. But people are also spending more money than ever on their pets, and of those households, the majority are dog owners, according to the American Pet Products Association.

7 *Future Amenities*

Find out what upgrades Sanger has in store by looking online for planning documents. Could be a streetscaping plan in the works or new amenities planned for the area, Or you will find that desirable retailers such as Trader Joe's, Wal-Mart, or Target are on the way, which could further boost values.

8 *Historic Homes*

Historic districts typically ooze character and charm, and are often located in walkable communities. They practically invite you to get out and explore your surroundings and learn about your neighborhood's story. Even better, historic homes also tend to increase in value more quickly than the overall local market, according to the National Trust for Historic Preservation. Not really able to increase neighborhood values in Sanger.

9 *Push for Infrastructure Repair*

Lobby for infrastructure repairs and improvements. These will add value as Sanger grows with a focus on quality and resiliency.

10 *Keep the Neighborhood Clean*

Cleanliness is next to Godliness, and funny thing is that God is an amazing real estate broker. Make it a point to keep the neighborhood and community free from litter, no matter how seemingly insignificant.

Resiliency

The most resilient and healthy Texas cities focus together on broad city-wide issues and local neighborhood concerns. Promoting resilience is an important goal in creating added value. We have found that parks and open spaces, good public infrastructure, appropriate density, and neighborhood centers were important indicators of health and resiliency. Access to healthy food, or food security, is equally important to growing communities.

4-12 PLACE Making

Definition

As both an overarching idea and a hands-on approach for improving a neighborhood, city and/or region, PLACE making inspires people to collectively reimagine and reinvent public spaces as the heart of every community. Strengthening the connection between people and the places they share, PLACE making refers to a collaborative process by which we can shape our public realm in Sanger to maximize our shared values.

More than just promoting better design, PLACE making facilitates creative patterns of use, paying particular attention to the physical, cultural, and social characteristics that define a place and support its ongoing evolution. Quality places are active, interesting, visually attractive, and often incorporate public art and creative activities. They respond to pleasing building façades and good building dimensions relative to the street width and are people-friendly.

What Makes a Great Place?



**Project
for Public
Spaces**

Street Design

To design specific sections of a street or a downtown street basically we are wanting a walkable street. Sometimes a walkable street is called a “Complete Street”. A complete street is a road that is equally designed for the movement of people, automobiles, bikes and maybe future transit.

For Sanger we want specific streets in neighborhood centers and downtown to be complete. Walkable is the key function of street type. There are five key elements of a walking friendly street design described below:

1. **Ample Space** - Having enough space to walk is an essential component of how we feel about the action.
2. **Safety** - How safe a place feels to walk, whether that's in relation to motor vehicles or safety from other people, crime and our perceptions of safety. The lower vehicle speed limits are the best.
3. **Attractiveness** - Streets need to be designed with making the environment as attractive as possible so that people will want to walk there.
4. **Enjoyability and Active** - Varied shopping, good eating, comfortable seating, adjacent to a public park that is fun and flexible in design.
5. **Connective** - How connected streets are physically will ensure that there are good walking networks that link with a mixture of land uses, such as residential, commercial, educational spaces and park.

PLACE Making Process

PLACE making is not just the act of building or fixing up a space, it is also a process that fosters the creation of vital public place. Put simply, it involves looking at, listening to, and asking questions of the people (stakeholders) who live, work and play in a particular space, to discover needs and opportunities. The vision can evolve quickly into a design and next an implementation strategy, beginning with small-scale achievable improvements.

PLACE making can be used to improve all the spaces that comprise the gathering places within a community. A community such as Sanger; its pedestrian streets, sidewalks, parks, key buildings, and other public spaces. Designed so they invite greater interaction between people and foster healthier, more social, and economically viable neighborhoods

PLACE Making Examples

Downtown Sanger

| <i>Undesirable</i> | <i>Desirable</i> |
|---|--|
| Sidewalks | |
|  |  |
| <ul style="list-style-type: none"> Narrow walks poor for economic growth | <ul style="list-style-type: none"> Attractive Allows easy pedestrian movement Allow outdoor dining |
| Ground Floor of Buildings | |
|  |  |
| <ul style="list-style-type: none"> Never face any public street Dark places (crime) | <ul style="list-style-type: none"> Promotes sales Brings business to outside Good for economic development |
| Streets | |
|  |  |
| <ul style="list-style-type: none"> Wide traffic lanes hurt pedestrian mobility Promote fast driving More surface drainage required | <ul style="list-style-type: none"> Desire for narrow travel lanes (11-12 ft.) Street trees for shade Complete Street concept (equally safe for autos, peds and bikes) |

Downtown Sanger

Undesirable

Desirable

Public Space



- Design for people

- Downtown space can be low cost
- Simple but well designed
- Multi-functional spaces
- Ample shade a must

Public Parking



- Must be more than functional
- Helps to define downtown image

- Requires a perimeter landscape screen
- Requires trees
- Wayfinding signage to locate
- Lights for safety

Connections (sidewalks / trails / bikes)



- Quality walking surface is key
- Element of safety

- Ped trail 10 ft. wide
- Gateway feature nice for downtown
- Trail can be named
- Connects all to downtown

Downtown Sanger

Undesirable

Desirable

Signage



- High quality and character signage
- key for shops and downtown

- Window signs
- Hanging shop signs
- Quality of signs important

Street Furniture



- Street furniture needed for downtown patrons
- Key for downtown image

- Sanger has good street furniture
- Pedestrian benches key
- Arrange benches to support talking between pedestrians

Shade



- Shade for pedestrian important

- Colorful umbrellas
- Street trees nice
- Moveable tables and chairs
- Near useable open space amenity nice

I-35 Corridor

Undesirable

Desirable

Signage Quality



- Corridors require sign controls
- Clutter not good for economic development
- Needs design regulations

- Internal lighting
- Signage regulations needed for I-35 corridor

Pedestrian Connections In Parking



- Some layouts unsafe for pedestrians

- Stripes provide a safety zone for pedestrians
- Stripes located at store entry points
- Stripes create a walking path through lot
- Signage also support pedestrian walking

Building Quality



- Metal buildings not desired

- Masonry important for front façade
- Front façade having large windows, awning, foyer, and signage is key
- Night lighting important

I-35 Corridor

| <i>Undesirable</i> | <i>Desirable</i> |
|--|--|
| Parking Lot Design | |
|  <ul data-bbox="126 644 479 676" style="list-style-type: none"> • Parking lots need shade |  <ul data-bbox="852 644 1490 761" style="list-style-type: none"> • Trees important (include in development code) • Landscape can be the pathway for pedestrians • Trees reduce temperature of lot |
| Useable Open Space | |
|  <ul data-bbox="126 1208 652 1283" style="list-style-type: none"> • Green spaces need to be designed for pedestrians |  <ul data-bbox="852 1208 1378 1410" style="list-style-type: none"> • Commercial development designed to have pedestrian open space features • Space to have benches • Space to have trees and/or arbors • Pedestrian walkways |
| Shade for Pedestrians | |
|  <ul data-bbox="126 1804 669 1836" style="list-style-type: none"> • Some stores have no shade for patrons |  <ul data-bbox="852 1804 1453 1964" style="list-style-type: none"> • Trees provide shade in developments (landscape development code requirement) • Architectural awning • Architectural arbors |

I-35 Corridor

Undesirable

Desirable

Screen Service Areas



- Development code needs to require screening of service/dock areas



- Screen and enclose all dumpsters for commercial land uses
- Screens can be of masonry walls
- Screens can be of vertical landscape material

Billboard Signs



- Do not allow billboard signs along I-35



- Tall pylon signs best along I-35
- Multi tenant sign
- Architectural in style

Building Entry Expressed



- Building Entry Expressed
- Large buildings along I-35 need to clearly define entry location



- Best to use architectural features to locate pedestrian entry
- Use of color or masonry

Neighborhood Centers | Villages

Undesirable

Desirable

Mixed-Use



- The foot activity from mixed-use development is so much greater than typical retail

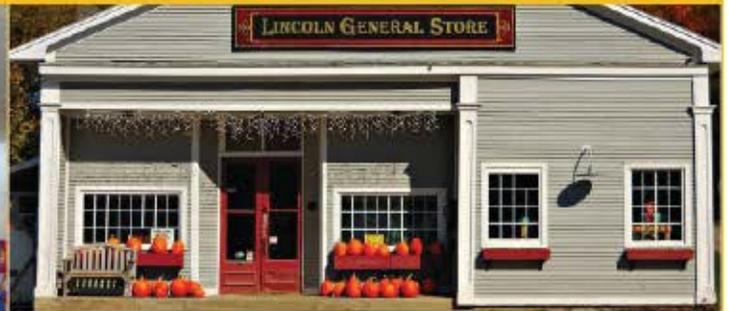


- Mixed-use is the vertical integration of different land uses
- Retail or office on ground floor with living above
- Excellent use in village locations
- Creates active pedestrian environments

Small/High Character Buildings



- All function no design character



- Friendly in character
- Desire to create a walkable charm to these pedestrian neighborhood centers
- Unique in design
- Parking located in the back or side yard

Useable Pedestrian Space



- We need space that is designed for pedestrian use with supporting features



- May include outdoor seating and tables
- May include umbrellas for color and shade
- Needs a walkable surface
- Landscape key element

Neighborhood

| <i>Undesirable</i> | <i>Desirable</i> |
|---|---|
| Density in Residential | |
|  |  |
| <ul style="list-style-type: none"> • Variety in residential housing is important in these neighborhood centers | <ul style="list-style-type: none"> • Higher density products can be attractive • Can be for rent and for sale properties • Front porches nice in design • Garage doors and parking in the back |
| Public Art | |
|  |  |
| <ul style="list-style-type: none"> • Public art in an open space makes the location special | <ul style="list-style-type: none"> • Public art along trails • Art located where people gather • Public art raises property values • Could be required as part of site design features for multi-family projects |
| Walkable Streets | |
|  |  |
| <ul style="list-style-type: none"> • Neighborhood streets need sidewalks on both sides | <ul style="list-style-type: none"> • Walkable streets have travel lanes that are narrower than typical lanes • Narrow lanes create slower traffic which aides in walkability • Walkable streets allow buildings to be closer to the road |

Neighborhood Centers | Villages

| <i>Undesirable</i> | <i>Desirable</i> |
|--|---|
| Park Amenlty | |
|  <ul style="list-style-type: none"> • User feature • Play equipment for children • Pedestrian benches |  <ul style="list-style-type: none"> • Park and amenities support the surrounding development pattern |
| Pedestrian Connections | |
|  <ul style="list-style-type: none"> • Sidewalks create a safe environment |  <ul style="list-style-type: none"> • Walks for pedestrians • Walks for bikes and strollers • Trails can include mile markers • Trails can have lanes for multiple functions |
| Work with Nature | |
|  <ul style="list-style-type: none"> • Design with an understanding of nature – drainage, topography and trees add value |  <ul style="list-style-type: none"> • Mature trees should be saved to add value to residential lots • Preserve natural creek corridors • Create a landscape ordinance |

Residential Neighborhoods

Undesirable

Desirable

Pedestrian Sidewalks



- Pedestrian sidewalk should be separated away from the street

- Street trees should be required
- Sidewalks on both sides are good
- Homes should connect to the sidewalk network
- Sidewalks should not flood in typical rains

Garage Doors



- Best to not have garage doors face the street

- Side oriented garage doors are preferred
- Could have a mix of front and side facing garage doors
- Side facing garages have better street appeal

Ped/Bike Trails



- Busy residential streets are typically not safe

- Sidewalks and trails are best for bike riding
- Locate trails near mature trees when available
- Ped and bike trails add value to residential neighborhoods

Neighborhood Centers | Villages

Undesirable

Desirable

Useable Open Space



- Useable open space adds value
- This is not usable

- Master planned as excellent space for pedestrian usage
- Designed for pedestrians
- Includes all the many pedestrian features

Street Trees



- If no street trees the structures can look simple and unattractive
- Neighborhood not as appealing

- Shade for pedestrians
- Provides protection to pedestrians from cars in adjacent street
- Adds nature into the neighborhood

Street Layout



- Do not allow long straight streets
- Stack and pack look

- Streets that curve or bend are most appealing
- Small sites with more dense housing does not require curving streets
- Curving street creates more visual interest

4-10 Intent of the Future Land Use Plan

At times, the City of Sanger will likely encounter development proposals that does not directly reflect the purpose and intent of the land use pattern shown on the Future Land Use Plan. Review of such development proposals should include the following considerations:

1. Will the proposed change **enhance** the site and the surrounding area?
2. Is the necessary **infrastructure currently in place**?
3. Is the proposed change a **better land use** than that recommended by the Future Land Use Plan?
4. Is the proposed change an **enhancement to the communities' goals**?
5. Will the proposed use **impact adjacent residential areas** in a negative manner? Will the proposed use be compatible with, and/or enhance, adjacent residential areas?
6. Are uses adjacent to the proposed use **similar in nature** in terms of appearance, hours of operation, and other general aspects of compatibility?
7. Does the proposed use present **a significant benefit to the public health, safety and welfare of the community**? Would it contribute to the city's long-term economic well-being?

Development proposals that are inconsistent with the Future Land Use Plan (or that do not meet its general intent) should be reviewed based upon the above intent and should be evaluated on their own merit. It is the **responsibility of the applicant** to provide evidence that the proposal meets the outlined considerations noted above and supports Sanger's goals included within this Comprehensive Plan.

It is important to recognize that proposals contrary to the 2040 Sanger Comprehensive Plan could be an improvement over the uses shown on the map for a particular area. This may be due to changing real estate markets, the quality of proposed developments, and/or economic trends that occur at some point in the future.

4-11 Recommendations

In this chapter you find the Future Land Use Plan commonly referred to as the FLUP, which define spatial recommendations of future land use. Of note, this is not a zoning map. This FLUP is a color graphic in 8½" x 11" format to assist in readability. The land use graphic, future land use chapter (04) and comprehensive plan will also be available online at the City of Sanger website.

Specific recommendations are detailed in the implementation chapter (09). These actions and strategies for land use are individually listed, detailed by key action, includes action type (planning, regulation, program, capital and outreach), suggested timeframe (ongoing, short, mid and long-term), suggested responsible department and/or agency and listed potential partnerships.



WILFONG BUILDING

| | | | | | |
|---|---|--|--|--|--|
| <p>Information OWN SPECIAL 200 REAL.COM</p> | <p>Steven J. Test, D.D.S. PA Family Dentistry 816-357- 840-458-4747</p> | <p>AFLAC District Office Ste. 301 840-621-5329</p> | <p>CORVETTES RARELY DON LUCKY ERA 840-768-7325</p> | <p>Walter Oates Pediatric Dentist Rm. 302 www.dentist.com 840-526-3486</p> | <p>Steven J. Test D.D.S. Family Dentistry Suite 302 840-526-4747</p> |
|---|---|--|--|--|--|



05

Downtown Sanger

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5-1 Existing Land Use

The quality of downtown Sanger is good but what makes it wonderful is the tremendous opportunity that exists. The opportunity is established through a pattern of walkable small blocks that are easy to tour and enjoy. The street grid is exceptional. Bolivar Street acts as the primary spine organizing downtown, many call it the “Main Street” of downtown.

The existing buildings in downtown showcase an early 1900’s style of architecture that many enjoy. The structures offer opportunity for new development with easy parking in the front along nice pedestrian sidewalks. Downtown is the center of government in the community with City Hall located on the west side just past 5th Street. The Downtown Park is a traditional park that anchors the west side, and the railroad tracks provide the eastern edge to downtown.

Downtown is an attraction for the community with special events and ceremonies located here. Some of the local venues downtown that gather interest and business include Babe’s Chicken Dinner House (one of the originals), Bolivar St. BBQ, Chamber of Commerce, Sanger Economic Development, City Library and Sanger Police and Public Safety.

In summary, downtown Sanger is genuine. It has a short safe street grid that supports walkable businesses. The historic style architecture makes people want to walk and stroll downtown. The downtown park(s) add a green location for family fun and easy enjoyment with children. Small cities across North Texas are seeing the infusion of new family-oriented development and quality open spaces. Sanger’s downtown in setting at the apex of some wonderful new additional mixed-use and retail development.

Existing 2018 Sanger Downtown Land Use Map

Legend

- Multifamily Residential
- High Density Residential
- Moderate Density Residential
- Urban Low Density Residential
- Rural Residential
- Commercial
- Industrial
- Public
- Open Space & Flood Areas
- Parks

2018 Sanger Future Land Use Plan

Credit to City of Sanger



5-2 Downtown Residential

The primary reason downtown areas originally developed was to provide a concentrated area within which people could live, work, eat, and buy goods. Residential uses should be encouraged as part of the adaptive reuse of existing buildings on upper floors. Ground floors should generally be reserved for retail or office uses. Downtown buildings would provide unique housing within Sanger and would provide an alternative multiple-family option for people desiring that type of housing.

This type of adaptive reuse of downtown buildings has occurred across Texas in both large cities like Dallas and Houston, as well as smaller cities like McKinney and Texarkana. Not only would this provide a unique housing component in Sanger, but downtown residents will also help create additional economic development.



Examples of Residential Development
Credit to JHP Architecture

5-3 Alternative Scenario Development

The vision for downtown was born out of input from general citizens and downtown property owners. It is important to note, that the three scenarios were developed with short and long-term opportunities – the desired preferred scenario or final downtown vision is full of short-term projects to build.

Scenario 1: Northern DFW Gateway

This downtown future development scenario is bold and offers extensive opportunity. This scenario works with the future real estate market and also helps to move the index in a positive direction for Sanger. Long term development patterns will move east across the existing railroad track with a quiet pedestrian and automobile crossing signal. The core of downtown will remain at this current location. The proposed new park for downtown, which is recommended in all scenarios, provides what families are looking for in downtown while creating the catalyst for adjacent new commercial development.

Attributes for this scenario include:

1. New downtown family-oriented park
2. Mixed-use development along Bolivar Street (5 floors max)
3. Shared parking strategy for downtown
4. Urban mixed-use proposed north of new downtown park (structured parking)
5. Urban mixed-use includes ground floor commercial adjacent to new park
6. Mixed-Use proposed east of new park (structured parking)
7. New Sanger municipal complex at City Hall block and half block west
8. Enhanced Bolivar Street pedestrian streetscape
9. Enhance 5th Street with secondary level streetscape (FM 455 to Locust St.)
10. Continue growth/support of downtown worship institutions

LEGEND

| | | | | | |
|--|---------------------------------|---|-----------------|---|--------------------------|
|  | Urban Single Family Residential |  | Civic/Municipal |  | Existing Development |
|  | Urban Multi-Family Residential |  | Worship |  | Utility |
|  | Urban Mixed-Use |  | School |  | Parking |
|  | Urban Retail |  | Park |  | Intersection Improvement |
| | | | |  | Existing Building |
| | | | |  | Street Trees |



Sanger City-Wide Scenario: DFW Gateway

Scenario 2: Neighborhood Centers

This downtown future development scenario offers a set of mid-level attractions and development opportunities. The proposed new park for downtown provides what families are looking for in downtown while creating the catalyst for adjacent new commercial development. The expanded Sanger municipal complex is also a key feature as new employment in downtown assists all other (food and retail) development.

Attributes for this scenario include:

1. New downtown family-oriented park
2. Mixed-use development along Bolivar Street (5 floors max)
3. Shared parking strategy for downtown
4. Urban multi-family use proposed north of new downtown park (structured parking)
5. Infill core with Urban Retail (ground floor)
6. Infill adjacent blocks with Urban SF Residential
7. New Sanger municipal complex at current City Hall site
8. Enhanced Bolivar Street pedestrian streetscape
9. Enhance 5th Street with secondary level streetscape (FM 455 to Locust St.)
10. Continue growth/support of downtown worship institutions

LEGEND

| | | | | | |
|--|---------------------------------|---|-----------------|---|--------------------------|
|  | Urban Single Family Residential |  | Civic/Municipal |  | Existing Development |
|  | Urban Multi-Family Residential |  | Worship |  | Utility |
|  | Urban Mixed-Use |  | School |  | Parking |
|  | Urban Retail |  | Park |  | Intersection Improvement |
| | | | |  | Existing Building |
| | | | |  | Street Trees |



Sanger City-Wide Scenario: Neighborhood Centers

Scenario 3: Ranch

This downtown future development scenario offers the more modest attractions and development opportunities. The proposed new park for downtown provides what families are looking for in downtown while creating the catalyst for adjacent modest commercial development.

Attributes for this scenario include:

1. New downtown family-oriented park
2. Urban Retail development along Bolivar Street (4 floors max)
3. Shared parking strategy for downtown (3 core large surface lots)
4. Large surface parking proposed north of park (future retail site)
5. Infill adjacent blocks with existing Town Residential pattern
6. Smaller proposed Sanger municipal complex at current City Hall site
7. Signature intersection improvements at Bolivar and 5th Street
8. Enhanced Bolivar Street pedestrian streetscape (four blocks)
9. Existing metal warehouse at Bolivar St. & 1st Street is future opportunity
10. Continue growth/support of downtown worship institutions

LEGEND

| | | | | | |
|--|---------------------------------|---|-----------------|---|--------------------------|
|  | Urban Single Family Residential |  | Civic/Municipal |  | Existing Development |
|  | Urban Multi-Family Residential |  | Worship |  | Utility |
|  | Urban Mixed-Use |  | School |  | Parking |
|  | Urban Retail |  | Park |  | Intersection Improvement |
| | | | |  | Existing Building |
| | | | |  | Street Trees |



Sanger City-Wide Scenario: Ranch

5-4 Preferred Scenario

This downtown future development scenario offers the attractions and development opportunities most appealing from the citizens via the input received. This scenario also is a balance with market projections and community desires. Primary components of this preferred scenario include:

- New downtown family-oriented park (food trucks and entertainment)
- Mixed use development along Bolivar (increased to 5-floors potential)
- Large mixed-use development north of proposed park
- Shared parking strategy
- Enhanced Bolivar Street pedestrian streetscape
- Proposed large new Sanger municipal complex

Attributes for this scenario include:

1. New downtown family-oriented park
2. Mixed-use development along Bolivar Street (5 floors max)
3. Shared parking strategy for downtown
4. Urban mixed-use proposed north of new downtown park (structured parking)
5. Urban mixed-use includes ground floor commercial adjacent to new park
6. Proposed Sanger municipal complex at City Hall block and half block west
7. Enhanced Bolivar Street pedestrian streetscape
8. Enhance 5th Street with secondary level streetscape (FM 455 to Locust St.)
9. Existing metal warehouse at Bolivar St. & 1st St. proposed mixed-use opportunity
10. Continue growth/support of downtown worship institutions

LEGEND

| | | | | | |
|--|---------------------------------|---|-----------------|---|--------------------------|
|  | Urban Single Family Residential |  | Civic/Municipal |  | Existing Development |
|  | Urban Multi-Family Residential |  | Worship |  | Utility |
|  | Urban Mixed-Use |  | School |  | Street Trees |
|  | Urban Retail |  | Park |  | Parking |
| | | | |  | Intersection Improvement |
| | | | |  | Existing Building |



Sanger City-Wide Preferred Scenario

5-5 Downtown Future Land Use Types

The following defines the future land use types and downtown components used in creation of the downtown scenarios. Where relevant the land use also details a general residential density allowed in that category.

Urban Mixed Use

The downtown mixed-use development pattern requires retail or office at the ground floor with residential or other land uses above. Typical residential density ranges from 12 to 40 du/ac (dwelling units/acre). Units would have primary street access with parking in the back. Parking may also be a rapped structure.



Urban Retail

Ground floor retail in downtown 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 is the focus of this downtown use.



Urban Single Family Residential

This land use includes the single-family use in both large and/or small lots. These lots are located near downtown in the area this Plan calls Town or having an in-town location. A typical density is generally between 4 up to 20 du's/acre.



Urban Multi-family Residential

Typical density range 12 to 40 du/ac (dwelling units/acre). Units would have primary street access with parking in the back. Buildings may also include mixed-use at the ground floor (as picture identifies) as market demands.



Civic/Municipal

This land use is defined as a municipal development of the City of Sanger. City Hall and or a range of other departments providing service, safety or property information to citizens.



School

Educational developments for both Sanger Independent School District and/or other private institutions.



Utility/Infrastructure

The downtown includes a range of existing infrastructure structures and facilities. As downtown grows these can transition from functional equipment to more aesthetic town background features.



Worship

Worship land use accomodates facilities for religious use. These uses can vary based on the religions needs for events,ceromonies, and activites.



Public Park

Park with a focus toward family fun. The park needs shade from trees and several small structure for events. Moveable tables, chairs and string lights help to define the characteristics.



Parking

Surface and/or structured parking for public use in downtown designed to include trees, overhead lighting, signage, and perimeter shrubs to screen the views from adjacent property.



5-6 Downtown Plan

The downtown plan includes expansion and growth at several areas. The alternative scenarios placed attention to the core of downtown along Bolivar Street. As input came from the citizens and the Comprehensive Plan Advisory Committee it was clear that downtown needed to connect with FM 455. The roadway improvement that are currently in process define the importance of that corridor and its role with downtown.

The downtown plan proposes new development along three (3) different roads. Each of these roads will have new development with a different character. Below defines the roads and new land use characteristics:

| | |
|-----------------------|--|
| Bolivar Street | <i>This is the primary street in downtown. Proposed land uses include mixed-use with ground floor retail along a walkable pedestrian Bolivar Street. Retail stores include large front windows and restaurants can be enjoyed with outdoor tables and chairs.</i> |
| FM 455 | <i>This roadway is the new northern edge of the expanded downtown area. FM 455 provides excellent access to downtown and for many residents on the east side of Sanger. Neighborhood retail is the land use designation along FM 455 in this expanded downtown area.</i> |
| 5th Street | <i>This is the primary north/south roadway in downtown which provides good access and along additional neighborhood retail development.</i> |

Downtown is much more than roads it is about PLACE making. PLACE making is the design of pedestrian oriented environments for the enjoyment of residents and visitors. An important new recommendation in this Plan is proposing a new downtown park. The park includes a focus toward family activities created through a multi-functional design. The park needs shade from trees and several small structure to support events. Moveable tables, chairs and string lights help to define the park's characteristics. See the concept plan of proposed downtown park on page 101.

Other primary components of the downtown plan include: mixed use development along Bolivar (increased to 5-floor potential), large mixed-use development north of the proposed park, shared parking strategy, enhanced Bolivar Street pedestrian streetscape and new Sanger municipal complex near the existing City Hall.

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5-7 Efforts to Strengthen Downtown

As part of this planning process, this Sanger 2040 Comprehensive Plan discusses specific implementation efforts that should be undertaken by the city (including the Sanger Economic Development Corporation) or through public/private partnerships. The following describes specific actions that the city can either take itself or initiate to successfully further downtown objectives.



Downtown Sanger

5-7 Efforts to Strengthen Downtown

As part of this planning process, this Sanger 2040 Comprehensive Plan discusses specific implementation efforts that should be undertaken by the city (including the Sanger Economic Development Corporation) or through public/private partnerships. The following describes specific actions that the city can either take itself or can initiate to successfully further downtown objectives.

New Downtown Park

We are proposing a new family-oriented park in downtown to provide venue for family fun and entertainment, while also creating the downtown catalyst for new redevelopment. The park can be simple in design and provide a range of functions. The park needs to be food truck ready in order to satisfy visitors. There is opportunity for venue rentals, if desired. At least one of the existing lumber storage buildings in the southeast corner can be retrofitted to provide shelter and bring a part of history into the design. The site is approximately a full downtown block north of Bolivar Street between North 2nd Street and 1st Street.



Character Image of new Downtown Parkland: Band Shell, bistro tables and movable chairs, foodtruck, game areas, string lights etc.

New Downtown Park Concept Plan

- ① Entry Plaza with Pop-up Market
- ② Flexible Seating with Decomposed Granite
- ③ Central Lawn
- ④ Band Shell / Structure
- ⑤ Walkway with Trees
- ⑥ Secondary Lawn
- ⑦ Preserved/Renovated Building Structures
- ⑧ String Lights
- ⑨ Food Truck Parking
- ⑩ Parking
- ⑪ Park Signage
- ⑫ Shade Trees

Sanger New Parkland

Credit to Norris Design

Note: as suggested by the this Comprehensive Plan, a downtown park is worth considering. The plan below provides an initial concept and might not represent the final design.

Ground Floor Retail

Urban Mixed Use



Weekend/Evening Entertainment

One simple way to begin to establish nighttime activity Downtown is to encourage all restaurants and shops to agree upon Friday and Saturday night at least one weekend each month — call it Downtown Fun Friday or Second Saturdays. Another way is to have a food festival, during which all Downtown restaurants would provide free food samples and local vendors could establish a temporary farmers market. Other activities during this festival could include live music, games for children, and shopping — Downtown retail shops should be encouraged to remain open during this festival (as well as during other Downtown events).



Photos of Downtown Salleration by Sanger Chamber of Commerce
Credit to City of Sanger, Sanger Chamber of Commerce



Photos of 2021 Sanger Christmas Parade in Downtown Sanger
Credit to City of Sanger

Wayfinding Signage

Wayfinding refers to information systems that guide people through a physical environment and enhance their understanding and experience of the space. Wayfinding is particularly important in complex built environments such as downtown, hospital, and educational campuses. As architectural environments become more complicated, people need visual cues such as color, maps, directions, and symbols to help guide them to their destinations. In these often-compact environments, effective wayfinding systems contribute to a sense of well-being, safety, and security.

In urban settings, wayfinding specialists develop signage and information systems for both pedestrians and motorists. Each of these groups have unique challenges navigating streets and roadways. Information systems help people develop “mental maps” of the terrain and simplify their routes to the extent possible. Downtown Sanger needs a simple but effective network of signage and if possible, to coordinate with a city-wide network. This citywide system would include such places as: Downtown, City Hall, Police and Public Safety, Sanger Sports Park, and Sanger High School.



Downtown Wayfinding Signage Examples

Streetscape Improvements

The goal of this design is to bring a clean, safe new design downtown that promotes pedestrian walkability and assists in adding economic development. Increased pedestrian activity helps to grow new business for shop owners. Sanger needs to have attractive downtown pedestrian environments to promote downtown and the connections between parking and shopping.



Downtown Sanger



Example of Downtown Streetscape

5-8 Recommendations

In this chapter you find the Downtown Plan sometimes referred to as downtown vision plan, which define spatial recommendations of future land use in downtown. Of note, this is not a downtown zoning map. This Downtown Plan is a color graphic in 8½" x 11" format to assist in readability. The downtown land use graphic, downtown chapter (05) and comprehensive plan will also be available online at the City of Sanger website.

Specific recommendations are detailed in the Chapter 9 Implementation. These actions and strategies for downtown land use are individually listed, detailed by key action, and include action type (planning, regulation, program, capital and outreach), suggested timeframe (ongoing, short, mid and long-term), suggested responsible department and/or agency and listed potential partnerships.



Photos of 2021 Sanger Christmas Parade In Downtown Sanger
Credit to City of Sanger



Aerial View of Downtown Sanger
Photo Credit to City of Sanger

06

Parks, Trails and Open Space

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6-1 Introduction

Exercise and access to nature are known to improve the health and wellness of individuals in a community. Whether utilized as leisure spaces or areas for higher intensity physical exercise, these outdoor spaces enhance the quality of life within a community. The planned spaces that look to provide and satisfy a community's need for both active and passive activities are vital. Not only is the initial conceptual location and design of a space important to providing green space to a community, but so too is the on-going, management, upkeep and enhancements within these spaces.

This chapter will analyze Sanger's existing parks and recreation facilities, assess present and future community needs, and make recommendations on new parks and recreation facilities. This plan will be using the standards park guidelines as outlined by the National Recreation and Park Association (NRPA). These guidelines are recognized as some of the most thorough by park planning professionals and therefore are applied in many successful circumstances.

The ultimate purpose of the NRPA guidelines are to present park and recreation space guidelines that are applicable for planning, acquisition, and development of parks. These guidelines are not a step-by-step treatment for parks. They are used as a starting point and can be shaped and molded to be applicable at a local scale to Sanger. The guidelines coupled with appropriate judgment relating to the park, trails, and open spaces of Sanger will provide a future outlook for outdoor common space.

6-2 Approach and Park Classification

The planning approach for this chapter uses data developed from the city alongside information and input gathered throughout the comprehensive plan process which defined land use and park space relationships. This process engaged the standard park planning factors noted below:

Standards: Comparison of traditional park standards and evaluating current trends.

Need: Also referred as Level of Service (LOS), obtaining input from staff, City Council, Sanger ISD, Denton County, and residents to identify current facility deficiencies and future needs assessment.

Growth: Utilizing available land, natural features, existing rights of way (ROW), and city facilities to fulfill the community's needs and to plan future facilities.

All communities including Sanger should have their park, trail and recreation system studied against NRPA standards. This NRPA analysis will inform the community how they measure up against other similar Texas cities. Sanger may want to conduct this review during a future specific parks and recreation master plan process.

Sanger residents expressed the exceptional quality of life they have as related to their park network and relationship to Lake Ray Roberts. Property values, including those in Sanger, are traditionally higher if there is direct access to greenspace and citizens desire the easy connections to these spaces. Property value also has direct correlation to access to greenspace and more of the population desire easy direct access to these spaces. Though there may be common overlapping equipment sets or usages, no two park designs or programs are the exact same. Common elements include play equipment, benches and trash receptacles. Each unique program is created in conjunction with a physical site assessment. Slope, existing trees, and other natural amenities help to define a park's programming. When evaluating existing and future parks in Sanger it is necessary to classify each park by type, size, service area, and acres per 1,000 population. Classification is based on both service area and physical overall size.

The seven existing park sites in Sanger range from 0.75 acres to 16.2 acres, and provide nearly 30 acres of accessible greenspace to the community. Due to location and facilities some of the larger parks serve both Sanger and Denton County residents. Sanger's parks can be classified into these categories

Neighborhood Park

A neighborhood park is a medium-sized park serving a single neighborhood area. The neighborhood park, the most desired and needed classification of park, typically has play equipment, athletic facilities, and passive open space. It can also have multipurpose courts, open landscaped space for flexible types of activity, picnic areas, and shelters. The size ranges from 1.5-15 acres. It is easily accessible to local residents and serves an approximately 1-mile radius.

Community Park

A community park is a large park generally ranging in size from 25-375 acres, and serves multiple neighborhoods. These parks can include ball fields, playgrounds for different age groups, parking, picnic areas, passive areas, tennis courts, swimming pool, recreational building, restrooms, multipurpose courts, and a meeting area for special events. These parks have lighting for evening use and play. In addition, the city parks should be easily accessible via major/minor thoroughfares.

Mini-Park/ Pocket Parks

As the name suggests, this is the smallest category of parks. These parks range in size from 0.25 -1 acre in size. They provide for the small direct neighbors adjacent to the space. Even though they are small in size they may have a range of uses including native plantings, edible garden, small sport facilities, walking trails. Also it is vital that these parks can provide both pedestrian and vehicular access, as sometimes users need to access the space without a vehicle.

Open Space/ Linear Park

A linear park is an area of open space that usually runs along a functional element such as a drainage corridor, utility easement, or body of water. Due to their typical long and narrow physical constraints these spaces are ideal for trail systems. These trails typically tie into key locations such as schools, residential neighborhoods, and other parks. They can be used for walking, biking and running in many cases. Due to the organic nature of shape and distance there are no specific guidelines for recommended number of acres.

6-3 Existing Park Network

John Porter Park

John Porter Park - A.K.A. Sanger Sports Park, is located off I-35. In this park there is a 3-field softball complex used for organized events and tournaments. In association with the playing field the park provides restrooms, concessions and bleachers. Porter Park also has picnic areas, grills, playground, and two pavilions. There are roughly 3/4 miles of paved walkways throughout the park, as well as open grass space for flexible use. A fishing pond off Duck Creek provides an accessible stocked fishing spot for Sanger residents in the park. Many facilities in this specific park can be reserved for special events, including the community events mentioned earlier in this report.



Aerial Image and Photos of John Porter Park
Credit to City of Sanger

Switzer Park

Switzer Park - Located at the intersection of Austin Street and Freese Drive, this 3.6-acre park provides several amenities for the surrounding neighborhoods. The most notable is the splash pad, that is frequently utilized during the warmer months of the year. Also present in the park is a walking trail, playground, pavilion, and grill. There are also facilities for more semi-organized active games such as horseshoe pits, sand volleyball, basketball court, tennis court. Located at the corner of the two streets is an indoor community center.



Aerial Image and Photos of Switzer Park
Credit to City of Sanger

Railroad Baseball Park

Railroad Baseball Park - Accessible off Railroad Avenue in Sanger is a park with 4 baseball diamonds. The primary use of this space is for baseball games and tournaments. Batting cages are available for practice when games are not being held. There are also bleachers, restrooms and a concession stand. The park also provides for a large quantity of parking for users that are coming from farther distances away.



Aerial Image and Photos of Railroad Baseball Park
Credit to City of Sanger

Downtown Park

Downtown Park - In the historic downtown district near City Hall and the historic buildings of Bolivar Street is Downtown Park. This provides a green space in Sanger's most dense area. A veterans memorial pays respects to those who have served in the armed forces. Walkways, a gazebo, and playground equipment make it ideal for the residents and those who work in downtown Sanger.



Aerial Image and Photos of Downtown Park
Credit to City of Sanger

Kammie Patten

Kammie Patten – Small in size, provides a basketball court and play equipment for active play to residents on Railroad Avenue. It also has benches for resting, picnic tables and grills for cook outs. It is not as well known as many of the other park facilities.



Aerial Image and Photos of Kammie Patten
Credit to City of Sanger

Quail Run Park

Quail Run Park - This neighborhood park exists in the Quail Run neighborhood off Teal Street. Primary for the residents in the nearby homes, the park amenities include two playground systems for varying age, one for 2-5 years and one for 5-years and up. Other features include benches, picnic tables, grills and a 6-goal concrete basketball facility. There is also a large area of lawn for flexible use.



Aerial Image and Photos of Quail Run Park
Credit to City of Sanger

Duck Creek Park

Duck Creek Park – A total area of 4.5-acres, Duck Creek Park is located on an undeveloped lot. There are no facilities or organized programming outside of seating areas and a small gravel parking spot. The character comes from the rolling topography and more naturalized appearance of this park.



Aerial Image and Photos of Duck Creek Park
Credit to City of Sanger

6-4 Future Park Network

In 2012 the City of Sanger provided a study of new potential parks, open space and trails. This report also included expansion or redevelopment of existing parks.

The suggested additions to existing parks would be for Switzer and the Railroad Baseball Park. At Switzer Park, it was suggested to expand the splash pad and retrofit a larger shade structure. Then at the baseball fields it was proposed to add more formalized parking compared to the existing gravel parking options. There would also be potential to shorten a field and add a dog park where the current outfield is located of one of the baseball diamonds.



Switzer Park Splash Pad Expansion
Credit to City of Sanger Future Parks Concept Plan, 2012



Proposed 7-Acre Neighborhood Park
Credit to City of Sanger Future Parks Concept Plan, 2012

A seven-acre neighborhood park at Willow Street and Jones Street has been proposed. This park would have 4,000 linear-feet of trail, a playground and accompanying pavilion. A wildflower area would increase native habitat in newly developing residential areas. There would also be an interpretive nature center for the Sanger area located at this park.

The Land East of I-35, directly across from John Porter sports complex, there is a plan to create a new park space. This area would be interconnected with Porter Park. The main plans include expanding the trail system to connect to the existing trail and the addition of baseball complex to accompany the existing softball fields of John Porter Park. There is also potential for a nine-hole disc golf course and a skate park facility. With these added amenities, expanding parking for 300 additional vehicles is suggested.



New Park Land East of I-35
Credit to City of Sanger Future Parks Concept Plan, 2012

6-5 Green Infrastructure

Green infrastructure can provide sustainable options in an urban setting — regenerative and restorative approaches that create the essence of green infrastructure help to strengthen the core of our communities by making physical, social, economic and cultural environments stronger. At a large scale it can assist in cooling the city temperature, it can absorb stormwater to lessen the impacts of climate change. Green infrastructure can filter pollutants to improve air and water quality. It can also aid in fostering a more attractive space that encourages walking and cycling community. In hopes of achieving these ideals, green infrastructure programs focus on the individual, neighborhood and community scale to restore natural processes to the environment.

These green infrastructure efforts harness natural systems to build a healthier urban environment. Employing green infrastructure practices in Sanger will promote healthier living, providing spaces for physical activity and relaxation and increase overall happiness in the city.



Green Infrastructure in Parking lot



Green Infrastructure: Retention Pond

6-7 Park and Trails Plan

The existing park network provides Sanger residents with access to a range of active and passive green space. The expansion and development of new parks would strengthen the opportunity for outdoor activity and education. A trail system better connecting some of these spaces would aid in the access and safety of moving between these parks.

LEGEND

- Existing Park/Open Space
- Proposed Park/Open Space
- School
- 100-year Floodplain
- Stream
- Proposed Trails
- Rail Line
- Local Road
- City Limit
- ETJ

PARK KEY

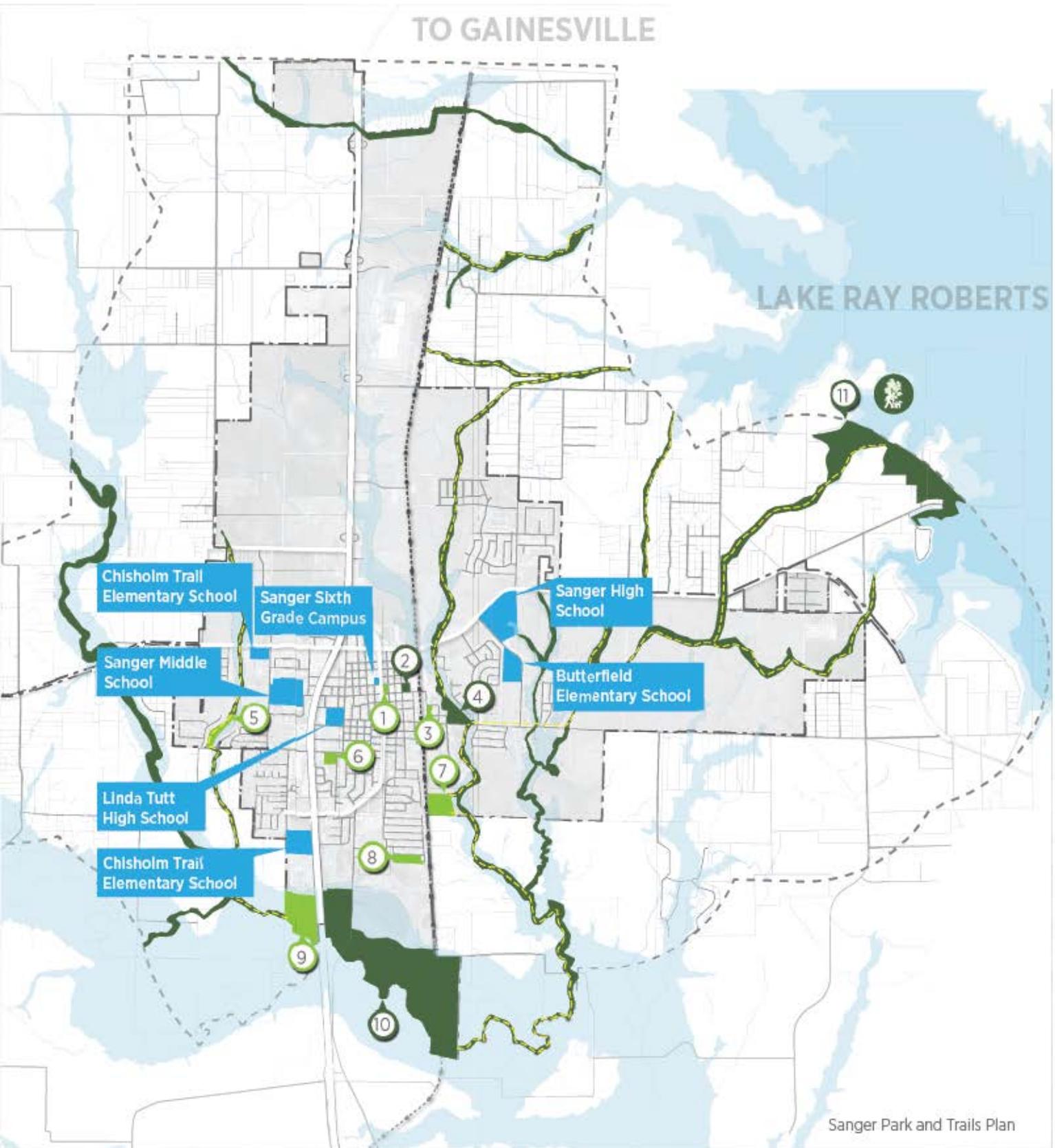
- 1 **Downtown Park**
Neighborhood Park
- 2 **New Parkland**
Community Park
- 3 **Kammie Patten Park**
Mini-Park
- 4 **7-Acre Park**
Neighborhood Park
- 5 **Duck Creek Park**
Neighborhood Park
- 6 **Switzer Park**
Community Park
- 7 **Railroad Baseball Park**
Community Park
- 8 **Quall Run Park**
Neighborhood Park
- 9 **John Porter Park**
Community Park
- 10 **East I-35 Parkland**
Community Park
- 11 **Trail System**
Linear Park

6-8 Recommendations

In this chapter you find the Park and Trails Space Plan which define spatial recommendations of these green components. The graphic, Park, Trails and Open Space chapter (06) and comprehensive plan can be viewed in a larger format on your computer via the City of Sanger website.

Specific recommendations are detailed in the implementation chapter (09). These actions and strategies for parks and trails are individually listed, detailed by key action, includes action type (planning, regulation, program, capital and outreach), suggested timeframe (ongoing, short, mid and long-term), suggested responsible department and/or agency and listed potential partnerships.





Chisholm Trail Elementary School

Sanger Sixth Grade Campus

Sanger High School

Sanger Middle School

Butterfield Elementary School

Linda Tutt High School

Chisholm Trail Elementary School

Sanger Park and Trails Plan

TO DENTON



07

Mobility

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7-1 Introduction

Transportation and mobility is a substantial factor in determining a community's livability. It is important that transportation planning efforts function well with the overall land use policies. Street hierarchy and land use relate to one another. The qualities cannot appropriately be determined without understanding both elements. By analyzing existing traffic data in conjunction with assessing future land use and growth trends, this plan looks to provide an efficient, safe, and unified transportation system. A successful transportation network not only provides for individual vehicular movement, but also allows for effortless movement throughout the community by means of walking and/or biking.

The most important thoroughfare to Sanger is I-35. It runs north-south acting as a regional spine of the city. As identified in the Denton County Thoroughfare Plan expansions to I-35 are desired as far north as Sanger. The most significant east-west connection in Sanger is Farm to Market Road No.455 (FM 455) which stretches from State Highway 377 to Loop 59. The portion of road that bisects Sanger, also known as Chapman Road, has an expansion plan to increase the lane count from two to four lanes. 5th Street which is a minor arterial three-lane road providing access to Sanger's central residential core. Each of these thoroughfares will be discussed in greater detail later in the chapter.

7-2 Mobility Principles

Sanger has a capable existing road infrastructure network, allowing for the movement of vehicles and goods in and through the city. Interstate 35 (I-35) corridor serves as vital entrance to the DFW area. This corridor provides the opportunity to develop and strengthen Sanger's local economy along this very well-traveled section of interstate road. In addition, enhancements to FM 455 will improve the efficiency of transit through Sanger.

In addition, addressing minor roadways such as those in downtown Sanger by implementing "road diets" can also increase public safety and stimulate local economy. Using low-cost improvements to produce high-value impacts, road diets enhance safety, convenience, and quality of life for all road users. Effectively diets reduce both vehicle speed and conflict points for all road users, by means of reducing lane numbers or widths. When applied correctly, a road diet can be an excellent asset for a community.

Interstate 35 - This major interstate runs from Minnesota down to Texas, cutting through 6 states in total. I-35 carries the bulk regional commuter traffic in and through Sanger. In the case of those utilizing the stretch that runs through Sanger. It provides interstate travel from the Oklahoma City to the DFW metroplex and beyond. Residents of Sanger also use both the East and West divide as commute to and from Dallas and Fort Worth respectively. With increasing population and road travel Texas Department of Transportation (TxDOT) is approving the expansion of I-35 in the Sanger area.

Approximately 30-miles of freeway and HOV lanes on I-35E from I-635 north, through and including the I-35E/I-35W interchange, to US 380 are under reconstruction by TxDOT. This Interstate 35 Expansion Project will generally include 6-lanes north of Corinth and 8-lanes south of Corinth. Additional improvements include new continuous frontage roads, two reversible managed lanes, and a multi-use path.

In essence, I-35 in Sanger will eventually be widened from 4 lanes to 6 lanes. The widening of this heavily traveled roadway provides the ability to draw visitors into Sanger and the potential for new economic development.



I-35 at Sanger Rector Road



I-35 Expansion Project

Chapman Road/FM 455 – FM 455 stretches for roughly 95 miles, connecting just south of Pilot Point to Montague. Sanger is the largest municipality the road gives direct access to. An 11-mile stretch, including the majority of the portion that lies within Sanger’s boundary, is called Chapman Road.

Locally it provides Sanger residents direct access to Bolivar to the west and access to Lake Ray Roberts to the east. TxDOT currently has plans to expand the current two-lane road into a four-lane divided Minor Arterial increasing the size of the road right-of-way by 2035 to increase the level of service. Expansion will consist of one 12-foot wide travel lane and one 14-foot wide outside shared-use lane with 1.5 foot outside curb offsets in each direction with a 17 foot Center Two-way Left Turn Lane (CTWLTL). House

Another key aspect of the plan is to provide five to eight-foot wide sidewalks along the outside of road. This expansion project will help relieve anticipated traffic congestion along Chapman Road/FM 455 when TxDOT finished the construction.



Chapman Road / FM 455 In Sanger

5th Street- A minor arterial road in the Sanger, 5th street runs north and south. The street roughly parallels I-35. Many of Sanger’s civic buildings are located on this street as well, including City Hall, the Public Library, and the Sanger School District offices. Several other business and place of worship can be found on 5th Street. This street is characterized by passing along Sanger’s highest density residential areas, just east of I-35, providing the inner-loop from I-35 near Duck Creek Rd to I-35 north of FM 455.



5th Street In Sanger

Active Transportation – Outside of motorized transit options, providing other options for residents that require or prefer non-motorized creates a more equitable city. Contributing factors that may impact access to personal motorized transportation include age, disability, loss of income, or the imposition of additional travel burdens. These factors are not an extensive list, and a community member may experience transportation disadvantages at any point in life. Non-motorized vehicular transit options also promote a more active and healthier alternative for movement within an area. Transportation networks should be capable of serving all community members by providing a multitude of options for navigating a community.

Bike and Pedestrian – Within Sanger access to pedestrian sidewalks is not always easy in some neighborhoods. Pedestrian walks are found in the central downtown area and many people also currently walk on city streets. John Porter offers residents a well-maintained trail system within the city. Additionally, along the shores of nearby Lake Ray Roberts are several publicly accessible bike and hike trails.



Pedestrian Sidewalk



Pedestrian / Bike trails In Residential Area

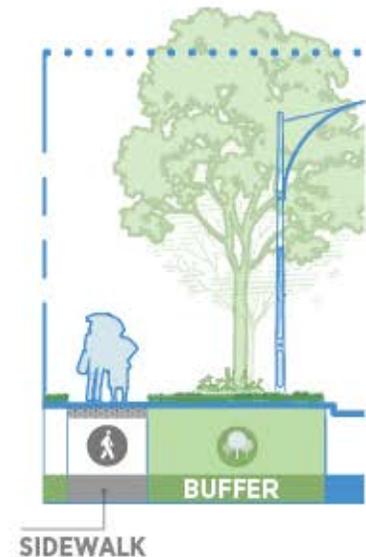


Pedestrian Sidewalk

7-3 Thoroughfare Classification

Principal Arterial Four Lanes

- P3U Right of Way: 75'
- P4U Right of Way: 75'
- Principal arterial three/four lane streets are intended to move high volumes of traffic quickly between larger sub-areas of the city or region. These roadways deal with greater vehicular traffic counts and accommodate transit services rather than pedestrian or bicycle facilities. These streets are typically characterized by limited direct access at minimal and controlled points. These points generally occur at intersections with other arterial streets or larger collector roads. Major arterial streets may serve regional activity centers, in which case direct access is more frequently permitted.
- Current FM 455 expansion project would widen the roadway from existing two lane street to a four-lane divided principal arterial.

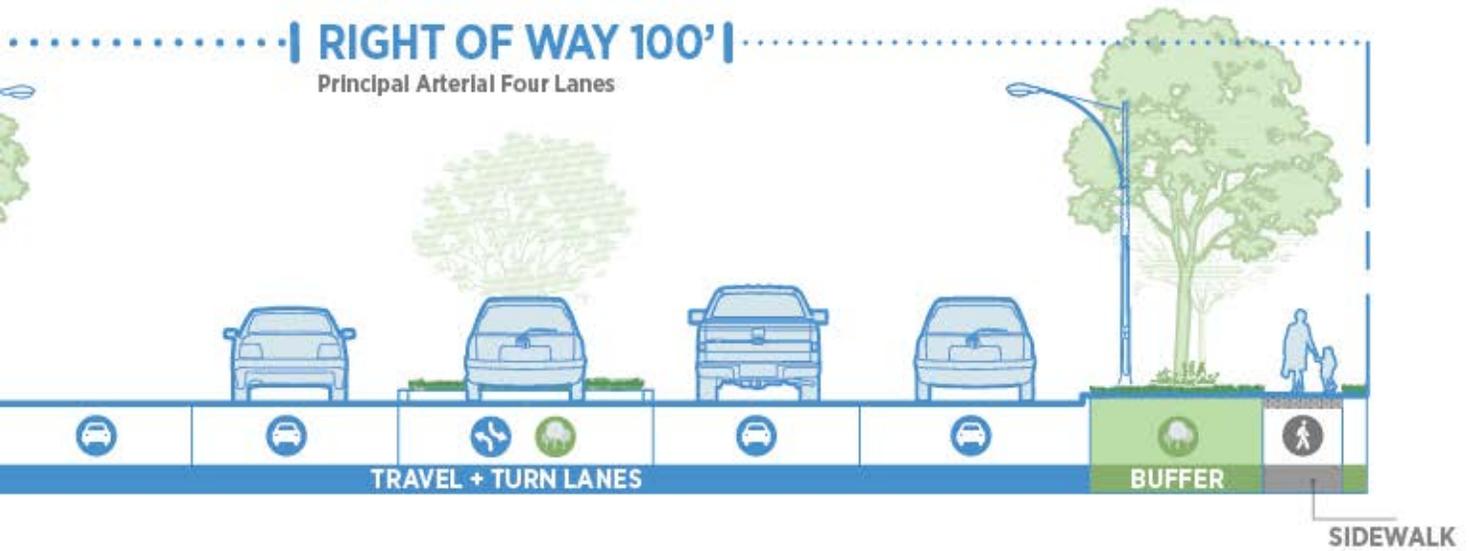


Minor Arterial Four Lanes

- M4U Right of Way: 80'
- The lower of the two arterial classifications, minor arterial streets, still provide provide movement within sub-areas of the city, but for a slightly lower traffic volume. Just as major arterials provide for through-traffic so do minor arterials. This classification provides direct access for commercial and high-density residential properties. Typically these roads do not provide for low-density residential properties. Moderate transit, bicycle, and pedestrian facilities appear since minor arterial streets serve a more localized area.
- Belz Road, Cowling Road, FM 2164, Indian Lane, Lois Lane (Metz to Marion), Marion Road, Metz Road, View Road, and Willow Street are designated as minor arterial four lanes.

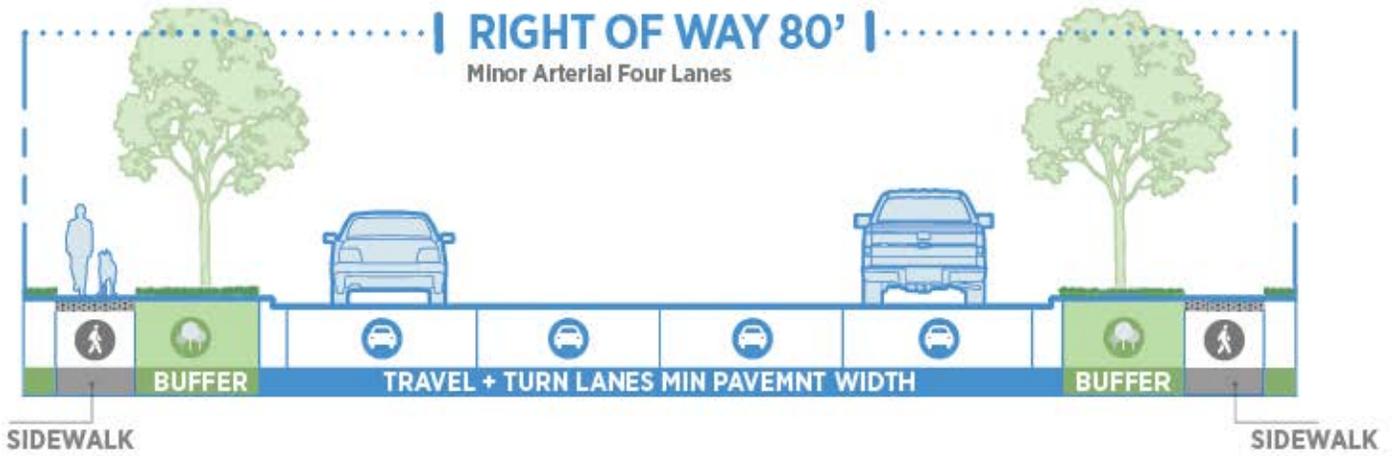
RIGHT OF WAY 100'

Principal Arterial Four Lanes



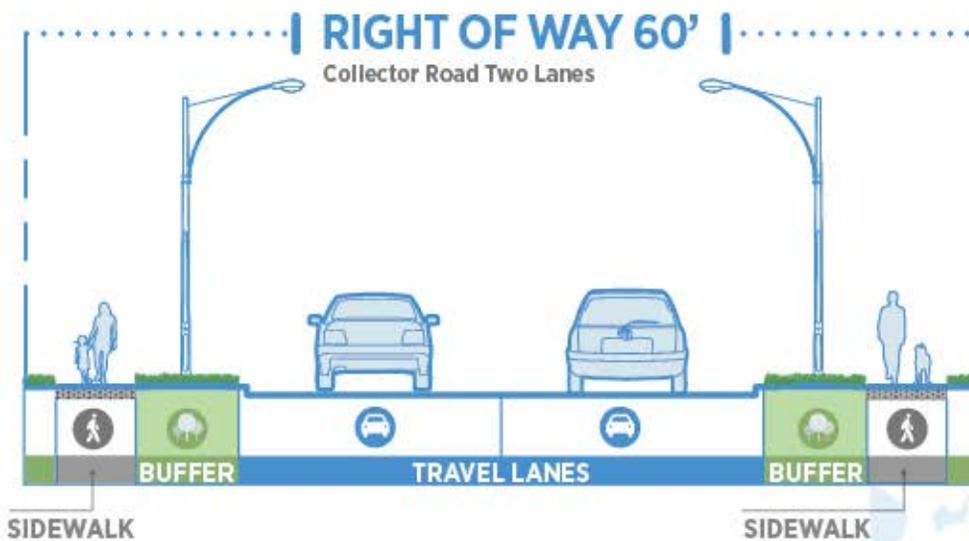
RIGHT OF WAY 80'

Minor Arterial Four Lanes



Collector Road Two Lanes

- Right of Way: 60'
- A collector street's primary purpose is to connect from local streets to arterial streets. They provide access to both commercial and residential development. Regulation of entry into bordering properties and parking facilities is provided by driveway spacing and pavement markings. Parking can sometimes occur in the form of on street parking for some of these roads. Transit services are low while bicycle and pedestrian facilities range from moderate to high on collectors.
- 5th Street, Chisam Road, Duck Creek Road, Huling Road, Keaton Road, Lois Road (Marion to Lake Ray Roberts), Tajas Drive, Urban Hill Road and Utility Road are designated as collector two Lanes.



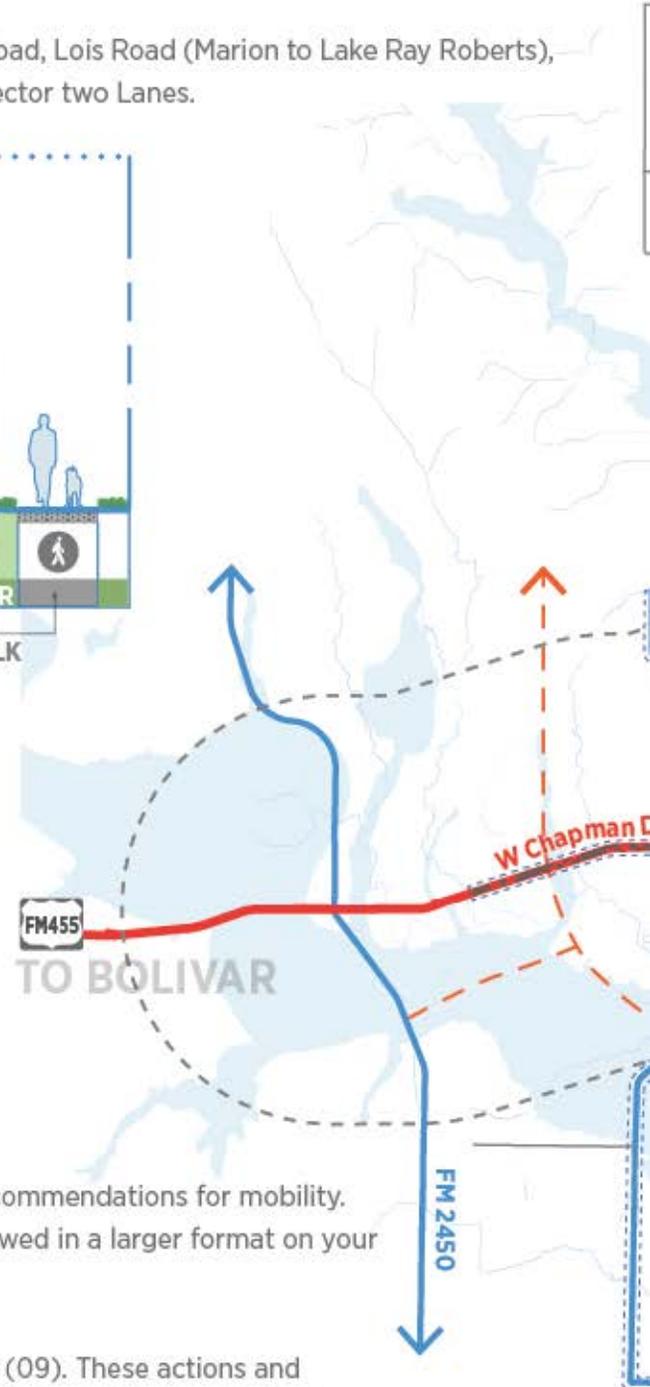
7-4 Thoroughfare Plan

Sanger has classified its streets in categories of principal arterials, minor arterials, collector roads, and local streets. The proposed thoroughfare plan shown on the right is prepared to provide a new list of thoroughfare designations and improvements based on the 2015 City of Sanger Thoroughfare Plan.

7-5 Recommendations

In this chapter you find the Thoroughfare Plan which define spatial recommendations for mobility. The graphic, Mobility chapter (07) and comprehensive plan can be viewed in a larger format on your computer via the City of Sanger website.

Specific recommendations are detailed in the Implementation chapter (09). These actions and strategies for mobility are individually listed, detailed by key action, includes action type (planning, regulation, program, capital and outreach), suggested timeframe (ongoing, short, mid and long-term), suggested responsible department and/or agency and listed potential partnerships.

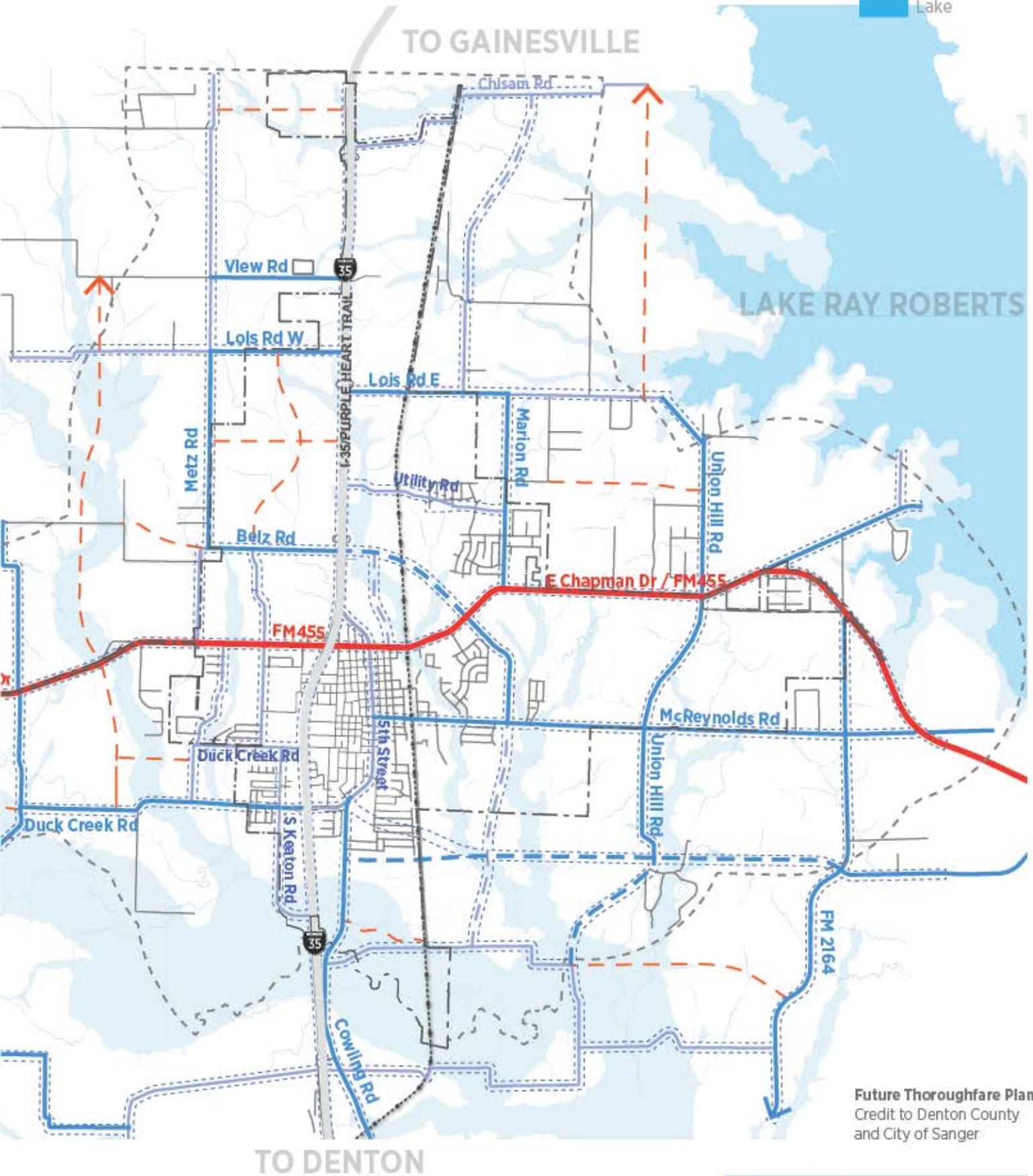


Future Thoroughfare Plan



LEGEND

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|--|--|--|--|--|--|
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Future Thoroughfare Plan
Credit to Denton County
and City of Sanger



06

Implementation

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8-3 Proactive and Reactive Implementation

Implementation is both a proactive and reactive function. Development actions and the design process requires input during a fast pasted timeframe. For this reason and others a growing city like Sanger will be engaged at implementation in both types.

Examples of **proactive methods** include:

- Developing a CIP and expending funds to finance public improvements to meet strategies outlined in the plan
- Updating zoning regulations
- Updating subdivision regulations

Examples of **Reactive methods** include:

- Approving a rezoning application
- Site plan review
- Subdivision review

8-4 Priorities

The priority of this plan should be a shared vision for the community. Individual input is necessary for moving a community forward. It should be noted, that Sanger will be making timely priorities related to the availability and cost of infrastructure improvement, proposed development and redevelopment applications, expansion of public facilities, needed city services, community programs, and annual capital budgeting, among many other considerations.

8-5 Partnerships

Partnership involves coordination and collaboration between one or more entities to see ideas put into action. Partnerships must be built and kept amongst the governmental and private sector. Partnerships that would likely play a role in implementation include the Texas Department of Transportation, Texas Parks and Wildlife Department, Sanger Department of Public Works, in addition to others. Strong communication and diligence to work in coordination will better ensure Sanger obtains its future goals.



Symbol of Partnership

8-6 Roles and Responsibilities

City Staff

City staff manages the everyday implementation of the plan. In particular, staff members are responsible for supporting the City Council and the Planning and Zoning Commission (P&Z). P&Z makes recommendations to the City Council based on the principles outlined in this plan. The City Council should prepare an Annual Progress Report to ensure that decisions have been related to the plan and the plan is still relevant.

City Council and Mayor

As the leader of plan implementation, the key responsibilities of the Sanger City Council members are to decide and establish priorities, set time-frames by which each action will be initiated and completed, and determine the financial resources to be made available for implementation efforts.

Planning and Zoning Commission (P&Z)

P&Z is the body which reviews development applications and zoning cases. P&Z will use the plan to guide their actions and recommendations to the City Council and the P&Z will take the lead in the following areas:

- Acting as a “champion” of the plan;
- Periodically obtaining public input to keep the plan up to date, using a variety of community outreach and citizen and stakeholder involvement methods;
- Using the plan to guide development decisions;
- After holding one or more public hearings to discuss new or evolving community issues and needs, making recommendations to the City Council regarding plan amendments and updates;
- Ensuring recommendations forwarded to the City Council are reflective of the plan’s goals and policies.

City Council and Mayor

The Sanger City Council is the final authority and takes the lead in the following areas:

- Acting as a “champion” of the plan;
- Adopting amendments to the plan by ordinance following recommendations by the City Manager;
- Adopting new or amended land development regulations to implement the plan;
- Approving inter-local agreements that implement the plan;
- Establishing the overall action priorities and time-frames by which each action item of the plan will be initiated and completed;
- Considering and approving the funding commitments that will be required;
- Offering final approval of projects and activities and the associated costs during the budget process, keeping in mind the need for consistency with the plan and its policies;
- Providing policy direction to the P&Z, other appointed city boards and commissions, and city staff.

8-7 Measuring progress

Over the extent of its lifespan, The Sanger 2040 Comprehensive Plan is meant to be an adaptable document. As political, economic, physical, technological and social conditions and/or any other influence that alters the priorities of the Sanger community evolve, this plan should reflect the same sentiment.

Regular assessment of the plan shall ensure the content is still relevant, appropriate and applicable. At a minimum, every five years the Mayor and City Council or P&Z should prepare an evaluation report with input from city staff and other municipal boards. This overview report should evaluate the listed actions in the 2040 Comprehensive Plan and define if they are in process, taking longer or are in need of modification. Additional implementation actions can also be added to the Plan via a plan modification.

Because this process uses a multi-year timeframe, it is critical that community leaders take ownership of this plan and maintain their commitment to its ongoing implementation. City officials, including the City Manager, City Council, Planning and Zoning Commission, other boards and commissions, and staff—as well as local committees and organizations — play an essential role in the implementation of this plan. Education, networking, communication, and coordination ensure all necessary parties are involved and working toward achieving a shared goal.



Implementation Process Diagram

8-8 Action Plan

The plan defines six general types of actions, including implementation tools, defined as follows:

1. **Planning:** Actions that involve additional planning or study to address specific issues. An example of this would be a Detailed Downtown Plan or FM 455 Corridor Plan, as recommended for compatibility areas and for centers and corridors.
2. **Regulation:** Actions that involve development of new regulations and revisions to Sanger’s planning and development documents to include tools such as overlay districts, new zoning categories, etc.
3. **Program:** Actions involving a series of steps to be carried out to accomplish an objective.
4. **Capital:** Actions that involve investments through the City’s Capital Improvement Program (CIP), as well as potential funding mechanisms, including Tax Investment Reinvestment Zones (TIRZs) and Public Improvement Districts (PIDs).
5. **Outreach:** Actions involving outreach to the public, residents and special organizations.
6. **Partnerships:** These include actions that involve coordination or collaboration with one or more entities to implement the action.

The actions are organized according to each element of the plan. Reference to relevant actions from other elements are provided for each action. The actions are assigned to one of four timeframes established to prioritize and organize the actions into manageable and realistic groupings for implementation.

- **Short-term:** These are actions that should be addressed within three (3) years from plan adoption.
- **Mid-term:** These are actions that should be addressed within a range of three (3) to five (5) years from plan adoption.
- **Long-term:** These are actions designated to be carried out beyond five (5) or more years from adoption.
- **Ongoing:** These are actions currently being addressed or should be addressed on a continuing basis.

These actions are not intended to be a definitive prescription or a rigid formula. The purpose is to establish a framework or “to-do list” to guide decisionmaking and the allocation of resources. The provided action plan should not preclude certain actions from being implemented earlier or later than indicated, subject to the availability of city resources.

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|----------------------------------|---|---|---|--|--|
| Chapter 4 Future Land Use | | | | | |
| 01 | I-35 North of FM 455 - Prepare for new commercial development along I-35. | Planning | Short term | Development Services | - |
| 02 | Support a growing industrial center with enhanced development regulations near the Wal-Mart Distribution Center (both sides of I-35). | Planning | Short term | Development Services | - |
| 03 | Prepare an I-35 Corridor Study to produce recommendations on enhanced development and access controls (signage, lighting, vehicular access, building and landscape). | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 04 | Support redevelopment along FM 455 with commercial and multi-family development as road construction is completed. This could be included in the I-35 study. | Planning | Short term | Development Services | - |
| 05 | Prepare an FM 455 Study to produce recommendations on enhanced development, access controls and downtown connections (signage, lighting, vehicular access, building and landscape). | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 06 | Attract family entertainment and tourism development to be locate near and/or in the direction of Lake Ray Roberts. | Planning and Outreach | Mid-term | Development Services | Sanger Economic Development Corporation |
| 07 | Support water/fishing focused development near Lake Ray Roberts. | Planning | Mid-term | Development Services | Texas Parks & Wildlife & Sanger Economic Development Corporation |
| 08 | New residential development - Identify infill development areas for single-family and multi-family development. The location of this occurs mainly in the original Town area of Sanger. | Planning | Mid-term | Development Services | - |
| 09 | New residential development. Identify large green-field areas for new single-family and multi-family development. Ensure necessary infrastructure and zoning is in place. | Planning | Mid-term | Development Services | - |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|----------------------------------|---|---|---|--|---|
| Chapter 4 Future Land Use | | | | | |
| 10 | Plan and create a Sanger with a broad range of residential building types (SF small and large lot, patio homes, townhomes, zero-lot line and apartments) for both purchase and rental. | Planning | Mid-term | Development Services | - |
| 11 | Plan and create a Sanger with more high-quality single family and attached residential. | Planning | Short term | Development Services | Sanger Economic Development Corporation |
| 12 | City-wide and downtown – The downtown is the heart and core of Sanger. Consider all development proposals and sections as they relate to downtown and its success. As downtown goes so goes Sanger. | Planning | Ongoing | Development Services | Sanger Economic Development Corporation |
| 13 | Create a network of pedestrian trails and walkways connecting neighborhoods, schools and amenities together. Review park and trails plan in relationship to development connections. | Planning | Mid-term | Development Services | - |
| 14 | Follow the strategies and locations for growth opportunities defined in the 2040 comprehensive plan and rezone per development application. | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 15 | Provide pedestrian sidewalks along public streets for all new development in Sanger. Adjust regulations as necessary. | Planning and Regulation | Short term | Development Services | - |
| 16 | Support the location of Community Gardens in several areas for local families. Connect the management to local faith-based organizations. | Planning | Mid-term | Development Services | Faith-based organizations |
| 17 | Promote citizen input throughout the community planning process. | Outreach | Ongoing | Development Services | - |
| 18 | Support Infill Development as it is a much better choice for fiscal cost and infrastructure. | Planning and Regulation | Ongoing | Development Services | - |
| 19 | Support Complete Street concepts in neighborhood planning and design. | Planning and Regulation | Ongoing | Development Services | - |
| 20 | Update Development Code and Zoning Ordinance to allow actions and future land use types per the Sanger 2040 Comprehensive Plan. | Regulation | Short term | Development Services | - |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|----------------------------------|--|---|---|----------------------------------|---|
| Chapter 4 Future Land Use | | | | | |
| 21 | Continue strong code enforcement for substandard and/or abandoned buildings and properties to support new businesses desire to develop. | Program | Ongoing | Development Services | - |
| 22 | Make sure level of service (LOS) benchmarks are achieved for the Police / Fire / Public Safety force at a level appropriate for Sanger. | Program | Ongoing | Public Safety | - |
| 23 | Study and create a new Sanger Municipal Complex building at current location of the City Hall. Placing all city department together can save funds and support better communication. Also, excellent to have downtown to support adjacent development. | Planning and Capital | Mid-term | City Manager's Office | - |
| 24 | Study and support additional safe railroad crossings on the east side of Sanger. Higher quality development goes together with increase mobility. Include quiet crossing opportunities in the study. | Planning and Capital | Long term | Development Services | - |
| 25 | Support and regularly update your Impact Fee Program to help fund future infrastructure. Update regularly to define Sanger's position within regional other communities. | Program | Short term | Development Services | - |
| 26 | Monitor growth and plan for public facilities, as needed, to meet level of service and population demand. | Program | Short term | Development Services | - |
| 27 | Maintain high quality standards for all Public Facilities. | Planning | Ongoing | Development Services | - |
| 28 | Study and consider creating a TIF district to support pedestrian and public improvements for downtown. The TIF district could include part of the I-35 corridor planned for commercial and downtown. | Regulation | Mid-term | Development Services | Sanger Economic Development Corporation |
| 29 | Support village plans and implementation in general locations per the plan. Land uses can vary but need to clearly support a pedestrian walkable development pattern. | Planning and Regulation | Ongoing | Development Services | - |
| 30 | Study and create a unified Sanger gateway design for primary entry points. | Planning and Capital | Long term | Development Services | TxDOT |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|---------------------------|---|---|---|--|---|
| Chapter 5 Downtown | | | | | |
| 01 | Design and create a new family-oriented downtown park. Focus on family, food, flexibility and being a catalyst for economic development. | Planning and Capital | Short term | Development Services | Sanger Economic Development Corporation |
| 02 | Increased maximum floor height in downtown to five (5) floors | Regulation | Short term | Development Services | - |
| 03 | Continue focus on infill growth downtown till grand opening of new downtown park. | Planning | Ongoing | Development Services | - |
| 04 | Mixed-use development is the focus along Bolivar Street. Retail and/or limited professional office at the ground floor with large store front windows. | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 05 | Downtown now extends north to the southern edge of FM 455. Gateway and connections to downtown are improved with this expansion. | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 06 | Urban retail with enhanced development controls is recommended along FM 455 and 5th Street in downtown | Planning and Regulation | Short term | Development Services | Sanger Economic Development Corporation |
| 07 | Created a shared parking strategy for downtown. | Regulation | Mid-term | Development Services | - |
| 08 | Support the use of the large existing metal warehouse building next to the railroad road and north of Bolivar Street as a future mixed-use development. This can either be in the existing building with enhanced modifications or a new structure. The sides fronting Bolivar and the new downtown park must be an active use. | Planning, Program and Regulation | Mid-term | Development Services | Sanger Economic Development Corporation |
| 09 | Support a large mixed-use development north of the new downtown park. Edge adjacent to the park must include ground floor retail. Some parking for patron's downtown will be included in the plan. | Planning | Long term | Development Services | Sanger Economic Development Corporation |
| 10 | Support urban single-family residential in the outlying downtown blocks. | Planning | Mid-term | Development Services | - |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|---------------------------|---|---|---|--|---|
| Chapter 5 Downtown | | | | | |
| 11 | Support additional improvement to the pedestrian streetscape along Bolivar Street. | Planning and Capital | Mid-term | Development Services | Sanger Economic Development Corporation |
| 12 | Create downtown gateways for downtown. | Planning and Capital | Long term | Development Services | Sanger Economic Development Corporation |
| 13 | Design and install a system of colorful wayfinding and directional signs for downtown. | Planning and Capital | Short term | Development Services | Sanger Economic Development Corporation |
| 14 | Plan, design and implement zig-zag string lights on Bolivar Street for several blocks. Relatively low implementation cost and the result is a big visual positive. | Planning | Short term | Development Services and Public Works | Sanger Economic Development Corporation |
| 15 | Grow the Farmers Market in downtown. | Program | Mid-term | Development Services | Sanger Economic Development Corporation |
| 16 | Increase meaningful code enforcement Downtown | Program | Ongoing | Development Services | - |
| 17 | Establish a regular set of public input meetings for downtown. | Program | Ongoing | Development Services | Sanger Economic Development Corporation |
| 18 | Review and enroll in the Texas Main Street Program - Their collective efforts support small, independent businesses, the preservation of important local historic assets and local quality of life. | Planning and Program | Mid-term | Development Services | Sanger Economic Development Corporation |
| 19 | Update Development Code and Zoning Ordinance to allow actions and land use types per the comprehensive plan in downtown. | Planning and Regulation | Long term | Development Services | Sanger Economic Development Corporation |
| 20 | Create a Downtown Specific Plan related to enhanced design items and additional implementing action items from this plan. | Planning | Mid-term | Development Services | Sanger Economic Development Corporation |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|---|---|---|---|--|--|
| Chapter 6 Parks, Trails and Open Space | | | | | |
| 01 | Create a new family-oriented park in downtown. | Planning and Capital | Short term | Development Services | Sanger Economic Development Corporation |
| 02 | Create a Sanger Parks Master Plan for all of Sanger. | Planning and Capital | Long term | Development Services | Parks and Recreation Department |
| 03 | Create a Sanger Trails Master Plan for all of Sanger and include a focus on connection methods and pedestrian walkability for the neighborhood centers / villages. | Planning and Capital | Long term | Development Services | Parks and Recreation Department |
| 04 | Create a full time Parks Director position. | Planning and Capital | Long term | Administration | - |
| 05 | Implement the attached Park and Trails plan included in this Sanger 2040 Comprehensive Plan. | Planning and Capital | Ongoing | Development Services | - |
| 06 | Promote local parks, athletic fields and Lake Ray Roberts as tourist opportunities for increased economic development. | Program | Ongoing | Development Services | Sanger Economic Development Corporation |
| 07 | Look to create a Parks & Recreation Department for planning, use and building facilities via Texas grants. | Program | Long term | Administration | - |
| 08 | Preserve natural creek and riparian environments for pedestrian and bicycle trail alignments. | Planning | Ongoing | Development Services | Texas Parks and Wildlife |
| 09 | Use existing floodplains for linear parks with pedestrian trails linking neighborhoods together. | Planning | Ongoing | Development Services | - |
| 10 | Establish a desired level of service (LOS) for parks and trails construction in Sanger. Upon that then plan to implement a regular number of park acreage and trail linear feet every five (5) years. | Regulation and Capital | Long term | Development Services | Parks and Recreation Department (future) |

8-8 Action Plan

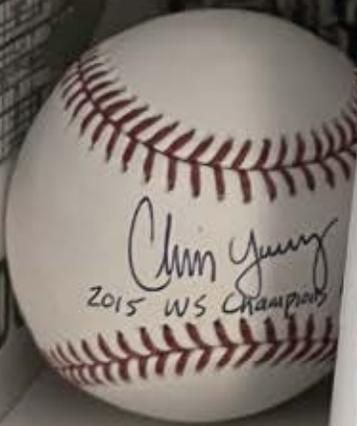
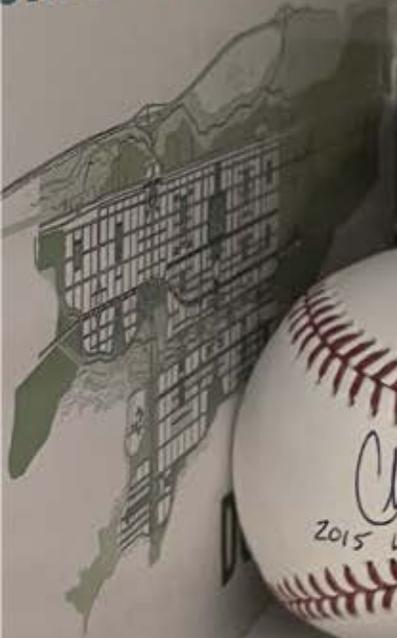
| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|---|--|---|---|--|-------------|
| Chapter 6 Parks, Trails and Open Space | | | | | |
| 11 | Review, implement and/or upgrade a park dedication ordinance (PDO) that requires a small percentage of land or fee in lieu (\$\$) be set aside for new park or trail facilities with the approval of residential developments. | Regulation and Program | Short term | Development Services | - |
| 12 | Landscaping - Adopt more comprehensive landscaping regulations to conserve water and improve the aesthetic quality of nonresidential development. Develop an approved plant list with native and drought-tolerant plants. | Regulation | Short term | Development Services | - |
| 13 | Screening - Require all trash pick-up storage areas within view from the street be screened from public view with a masonry wall on three sides, a metal door, and landscaping features. Receptacles should not be located in drives of parking areas. | Regulation | Mid-term | Development Services | - |
| 14 | Improve part-time and summer work opportunities with the city for park maintenance, recreational programs and light construction projects. | Program and Capital | Mid-term | Development Services | - |

8-8 Action Plan

| Number | Key Actions | Action Type (Planning Regulation, Program, Capital, Outreach and etc.) | Timeframe (Short, Mid, Long-term or Ongoing) | Responsible Department or Agency | Partnership |
|---------------------------|--|---|---|--|-------------|
| Chapter 7 Mobility | | | | | |
| 01 | Support and follow the thoroughfare plan graphic in the Plan document. | Planning | Short term | Development Services | - |
| 02 | Support pedestrian mobility at primary and secondary intersection with pedestrian timed signals. | Planning | Short term | Development Services | TxDOT |
| 03 | Support pedestrian and bicycle trails as important mobility systems. | Planning | Short term | Development Services | - |
| 04 | Require all new developments and redevelopment projects to construct sidewalks along streets and roads. | Regulation and Planning | Short term | Development Services | - |
| 05 | Work to expand all access modes to Lake Ray Roberts. (autos and trails). | Regulation and Planning | Short term | Development Services | - |
| 06 | Future road extensions include Belz Road to Indian Lane, Utility Road and several others per mobility needs. | Planning and Capital | Mid-term | Public Works | - |
| 07 | South 5th Street will need to be extended west generally from I-35 toward a future Duck Creek bridge to accommodate development. | Planning and Capital | Mid-term | Public Works | - |



SUSTAINABLE
URBANISM
URBAN DESIGN WITH NATURE



DESIGN
FACTORY



THE FLIGHT of the
CREATIVE CLASS
RICHARD
FLORIDA
Harper
Business



The Provisional City
Cuff



Green Infrastructure
Benedict
McMahon

WHITE ROCK LAKE SALLY RODRIGUEZ



PUBLIC PLACES URBAN SPACES
Carmona
Heath
Oc
Tiesdell



Rudofsky
Streets for People
VAN NOSTRAND
REINHOLD



09

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9-1 Definitions

Planning Terms

Alternative Scenarios: The options or alternatives that were developed during the planning process to solicit input from the community/citizens regarding choices that Sanger could select.

Arterial Streets: Streets whose primary function is to provide for continuity and high traffic volumes between major activity centers. Property access is a medium-level priority, with an emphasis on limiting the location of driveways and groups of curb cuts that access this roadway type.

Capital Improvement Plan (CIP): Public dollars earmarked for improvement and extension of infrastructure in the City.

City: The City of Sanger, Texas.

City of Denton: The City of Denton, Texas. Sanger, TX is 10-miles to Denton, TX

City Council: The governing body of the City of Sanger, Texas.

Collector Streets: Streets whose primary function is to collect and distribute traffic from local access streets to the arterial or major streets. Collector streets move moderate amounts of traffic volumes and provide limited access to adjacent properties.

Community Park: A community park serves multiple neighborhoods, provides many of the same facilities as neighborhood parks and may include additional fields and facilities.

Community Vision: The comprehensive aspects of the community's desires.

Comprehensive Plan Advisory Committee (CPAC): For this planning project, the committee was comprised of members of the Sanger City Council, Planning and Zoning Commission, and leaders in the community that was established to advise and assist in the development of the Sanger 2040 Comprehensive Plan.

Comprehensive Plan: A document with graphics, text, and tables that forms policies governing the future development of the City and consisting of various components governing specific geographic areas and functions and services of the City. This document (Sanger 2040 Comprehensive Plan) is established with the input of citizens, property owners, City staff, and elected/appointed city officials.

Comprehensive Plan Elements: The specific components of the comprehensive plan. These elements combine to create the overall plan. Includes items such as: land use, thoroughfares, parks and recreation, urban design, water, wastewater, and other elements.

Denton County: A county located in the northern Texas region. Sanger, TX is located along Interstate 35 in Northern Denton County.

Design Guidelines: Formal set of guidelines for use by developers to address character and quality levels.

Design Standards: Formal set of standards for development which require certain character and quality levels for development for the built and natural environments.

Downtown: The historical core of Sanger, TX is the area defined within this Sanger 2040 Comprehensive Plan. The boundary area has changed over recent decades.

Dwelling Unit (DU or du): A single dwelling unit for habitation.

Extra-Territorial Jurisdiction (ETJ): An area of unincorporated county land immediately adjacent to an incorporated city. In Texas, the city may exercise certain development powers (subdivision regulations), but not zoning.

Floodplain: An area of land subject to inundation by a 100-year frequency flood, as shown on the floodplain map from the FEMA.

Functional Classification System: A hierarchical system that recognizes that most vehicular travel involves movement through a network of roads. This road network can be divided into four general classifications for both existing and future roadways by the character of service these roadways provide, from a property access function at one end of the model to maximum mobility and movement function at the opposite end.

Future Land Use Plan: The graphic document that illustrates the generalized location of future land uses. This graphic document is supported by a complete section in the comprehensive plan that defines and highlights in detail the graphic document. This plan covers land in the City limits and land within the City's ETJ.

Sanger 2040: The title for the project logo and brand attached to the Sanger 2040 Comprehensive Plan.

Highways: Major roadways carrying large volumes of traffic usually on controlled access roadways. They are intended to convey vehicles for longer distances (city to city, regionally, and beyond). Highways are the jurisdiction of regional, State, and Federal agencies.

Industrial: Industrial uses include assembly, distribution, manufacturing, outdoor storage, warehousing, and other similar uses.

Infill Development: Development of new homes, commercial and/or retail buildings, and public facilities on unused or underused lands in existing communities.

Lake Ray Roberts: An artificial Maerican reservoir located 10 miles north of Denton Texas, Between the cities of Pilot Point, TX and Sanger, TX. Sanger, TX is 3 miles to Lake Ray Roberts.

Local Streets: Intended for low volume and low speed traffic movement, local streets provide access to residential lots and building sites.

Mixed-Use Development (MXD): A compatible mix of residential and non-residential uses allowed on the same property, or within the same structure. Horizontally mixed-use developments may include any combination of office, retail, and residential uses sited adjacent to one another within the same structure or within adjacent structures, on the same property. Vertically mixed-use developments may include any combination of office, retail, and residential uses sited above or below one another within the same structure.

Multi-Family Residential: Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of boarding houses, hotels, or motels.

Neighborhood Retail: Local retail serves populations within a two (2) mile radius and usually comprised of a major anchor tenant (such as a grocery store) and multiple inline lease spaces.

Norris Design: A planning, design and branding consulting firm that was the lead firm on the Sanger 2040 Comprehensive Plan adopted in Spring 2021.

Office: Office uses include multi-tenant lease spaces and single occupant buildings that house professional businesses.

Parks and Open Space: Areas reserved for active and/or passive recreation, provided either by the City or by private development.

Pedestrian Environment: Commercial and/or neighborhood environment designed to accommodate needs of pedestrians, as well as through and destination traffic, by incorporating select infrastructure improvements, design elements, and traffic management mechanisms. Achievement methods include separating traffic through use of parallel streets; limiting access points; linking parking lots; coordinating traffic signals; adding alternative transportation lanes; widening sidewalks; providing crosswalks; providing streetlights and furniture; preventing “deadening” uses without building front; and incorporating transit stops.

PLACE making: This is the effort to create special and inviting environments for pedestrians and the like. Many times, PLACE making includes public art, quality landscape, comfort, shade, pedestrian amenities, views, pedestrian linkages and adjacency to retail/entertainment/housing.

Planned Development (PD): Planned associations of uses developed as integral land use units such as industrial parks or industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing, including attached single-family dwellings or any appropriate combination of uses which may be planned, developed, or operated or integral land use units either by a single owner or a combination of owners.

Planning Process: The process used to develop a document, plan, or policy.

Redevelopment: Restoration of existing buildings and properties blighted and/or which diminish the character and function of a neighborhood including adaptive use and historic preservation properties.

Regional Retail: Regional retail serves a larger population radius, generally about 5-miles. These developments may have multiple anchor tenants along with many pad sites developed on the fringe of the center.

Retail: Retail uses include stores, restaurants, service businesses (banks, hair salons, etc.), and business-to-business companies.

Right-of-Way (ROW): Land provided for the purpose of vehicular access.

Single Family Residential (SF): A detached dwelling unit designed to be occupied by not more than one family.

Slope: The percentage (%) of rise or fall of land.

SMART Growth: Growth management program which combines incentives, disincentives, and traditional planning techniques to promote a pattern of growth that achieves economic, environmental, and quality-of-life objectives.

Comprehensive Plan Advisory Committee (CPAC): For this planning project, the committee was comprised of members of the Sanger City Council, the Sanger Planning and Zoning Commission, and leaders in the community that was established to advise and assist in the development of the Sanger 2040 Comprehensive Plan.

Street Intersection: Any street which joins another street at an angle, whether or not it crosses the other.

Street Median: The non-pavement or pavement area between the moving traffic lanes of a street, typically the area for landscaping.

Traffic Impact Analysis (TIA): A process that helps the community understand the demands and impacts placed on the City's transportation network from development. There are two types of TIA. The first assesses the effects that a particular development's traffic will have on the transportation network resulting from a change in land use different from the future land use plan. The second type assesses the specific site and roadway improvements needed resulting from a proposed development.

TxDOT: Texas Department of Transportation.

Urban Design: Is the process of designing and shaping cities, towns, and neighborhoods. Urban design is an interdisciplinary subject that utilizes elements of many built environment professions, including landscape architecture, urban planning, and architecture.

Utilities: Services provided by public and private agencies that support development. Utility services include water, sanitary sewer, storm drainage, electrical, natural gas, telephone and telecommunications, and other similar services.

Wetlands: Areas identified by the National Wetland Inventory (NWI) with a high potential for wetland habitats.

Resiliency Terms

Livability: Creating places where people want to be, that contribute to interaction and discourse with others, and that are personally fulfilling. This has implications for how we design neighborhoods, retail areas, and civic spaces, and how we design access to them.

Sustainability: Sustainability has broad implications for both creating stimulating places to live, work, shop, and play that are special and unique in a way that draws us to them, and which are environmentally sustainable in terms of energy use, water and air quality, and low maintenance.

Diversity: Encompasses both environmental and cultural diversity and speaks to interesting juxtapositions: nature and urbanity; great new buildings and grand old ones; established affluence and entry-level upstarts; natives and newcomers; upscale retail and funky mom-and-pop shops; auto or streetcar or walking; all coexisting in a richly complex and stimulating environment. Diversity celebrates the city as an evolving manifestation of many ideas and visions over time. It allows a diverse mix of individuals to find a “niche,” and exposes them to a stimulating array of choices on a daily basis.

Choice: Choice offers the ability to select from a range of attractive alternatives for everything from housing to transportation options, from working environments to leisure time pursuits, from urban vitality to places of solace.

Designing for choice has complex, but not unattractive implications. For example, walking as a primary mode of mobility is not a real choice unless a compact city form, a full mix of uses within walking distance, a well-designed sidewalk/crosswalk system and, to some extent, transit linking walkable enclaves are all in place to make that choice viable.

Authenticity: Originality is rooted in the unique environment, history, and evolving culture of a region and community. Preserved natural features, older buildings, traditional, self-contained neighborhoods, and a predominance of independent, locally owned businesses over ubiquitous franchises serve as a gauge of authenticity. By extension, authenticity is reinforced when new projects are designed to be compatible with their neighbors and larger urban context.

Public Life: Extends beyond typical “park and recreation” pursuits to include a variety of choices for dining, shopping, schmoozing, exercise, informal meetings, people-watching, and walking. It balances home life with diverse leisure and entertainment choices in the city’s streets, plazas, outdoor markets, parks and trails, as well as in “third places” such as coffee shops, outdoor cafes, pubs, bookstores, and the like. Public life venues foster a sense of community, face-to-face conversation, debate, and exposure to a range of thinking and ideas.

Stimulating Environment: These places consistently engage both the full range of senses and the intellect through skillfully applied design principles—scale, rhythm, repetition, color—as well as through well-crafted vernacular design, connections to nature, connections to the past, and exposure to cultural stimuli from street performances to public art. It can be embodied in ways as varied as long, dramatic vistas; visually exciting street scenes; and rhythmic street tree plantings to rich architectural materials, engaging sign designs, and pockets of seasonal color.

Axial Design: In its classic form, arranges elements of a landscape or townscape along a strong linear sightline, or axis. It can create a very strong sense of order, even over great distances, as is usually associated with symmetry and formalism.

Hierarchy: Utilizes a variety of sizes of exterior spaces (or outdoor rooms) to create a variety of experiences in the landscape. It also helps clearly differentiate more important “rooms” from the minor support areas. This technique can greatly aid in reducing a grandly scaled space to a smaller, more comfortable human scale, and vice versa.

Transition: Provide a perceivable link between adjacent spaces. Exterior spaces can seem endless and filled with a tremendous variety of separate objects, structures, and planted areas. However, these spaces and objects can be linked or blended by the use of transition elements, which can be a crucial aid to unity, wayfinding, and “sense of place”.

Repetition: Repetition of a design element, coloring of architectural features, repeated use of a particular tree species — even the continuation of a distinctive paving pattern from one exterior space to the next — are all examples of repetitional elements.

Dominant Feature: This feature creates contrast and emphasis. Just as music crescendos to a climax and art generally needs a focus, outdoor spaces and communities are more effective and complete if a dominant element is discernible. An important feature for orientation, this focal point gives a place clarity and purpose, and creates unity in the space. The single church spire of a medieval village, the clock tower in the plaza, and the statue or fountain feature usually found in civic spaces, all create a center that all other elements of the space relate to.

Sense of Enclosure: This sense is perhaps the single most important feature in the design of community spaces. A satisfactory sense of enclosure occurs when the relationship of the ground plane or “floor” of an exterior space and enclosing vertical “walls” (formed by building facades, rows of trees, or other vertical elements) form a comfortable feeling of containment akin to an “outdoor room”. Sizes of such “rooms” vary dramatically.

Clustered Developments: These should place special focus on preserving terrain features, drainage areas, and tree groupings. Preserved open space should not be just left-over space but should contribute significantly to the surrounding neighborhoods and the city as a whole.

Pedestrian Orientation: The first consideration of circulation within the development should be toward the pedestrian experience in getting from one place to another, including access to the development from adjacent neighborhoods and areas. Elements such as wide lighted sidewalks, benches, shade trees, canopies, and attractive views add to the pedestrian feel.

Housing Variety: It is important for cities to provide a variety of housing for the full life cycle of citizens and to meet the needs of different segments of the population — people of different ages, socio-economic levels, and employment levels. The “full-life cycle” is intended to describe all stages of life — young singles, professional couples, families with children, empty-nesters, retirees, and seniors, including those requiring living assistance. This should include high-income homes of various types (large lot, small lot, townhome, loft and condominium) and more affordable housing types (small lot/small home, townhome, loft, condominium, mother-in-law suite, carriage house and others).

Pedestrian-friendly: Include trees and canopies for pedestrian areas along the outside perimeter and behind the buildings, and between the sidewalk and street parking areas. In addition, ensure that canopy trees are planted to shade people, cars, and paving in parking lots.

Cottage: Single Family, but house size is typically a maximum of 1,500 square feet. Many are detached but can be attached.

Multi-Unit Large Home: A building which is designed and constructed to look like a large single-family home but may contain 4-6 units. Parking is located behind the main structure and may be accessed by a drive-thru from the front street, or by an alley.

Loft: These are units which are located in association with retail (either above or in close proximity to) and generally include a mezzanine space. They are often located above the first floor which may be office of retail use.

Live-Work Unit: A live-work unit is a residential unit which includes the capability for the ground floor space adjacent to the front sidewalk to become an allowed business use.

Mother-in-law Suite: This is an accessory residential unit located on a single-family lot which does not have a presence on the front street. It will also include a separate entry from the main house. It is often constructed above the primary unit’s garage or attached to the rear of the primary home.

Carriage House: A carriage house is similar to a mother-in-law suite except that it is generally larger, located on a larger lot and located above a large parking garage or stables.

Resiliency: Resiliency is a design objective for communities, buildings, and infrastructure. It is the ability to absorb or avoid damage without suffering complete failure. An example, over the coming decades, the need to build capacity for greater resilience will require our cities to develop strategies for coping with the future shocks and stresses to our urban infrastructure systems associated with climate change.

BUILDING BLOCKS OF COMMUNITY DESIGN

The following are key elements that give a city form and evoke recognizable images both consciously and subconsciously. This is an important method to assist people in understanding and being comfortable with a community, and with being able to find their way around. These are key elements which aid in preventing “sprawl”.

Paths: The predominant form-giving elements within a community and include such things as walkways, hike-bike trails, streets, and transit lines. They connect all areas of the city together. In true communities, there are networks of paths for automobiles, bicyclists, mass transit, and wildlife.

Edges: Linear elements that are the boundaries between two kinds of districts. They are strong organizing elements. Edges are also transitions between two elements or areas such as retail and residential, office, or recreation activities. They can be lively, positive places as well as shared open spaces. They could also be paths such as landscaped boulevards, or they could be creeks and floodplains.

Districts: Areas that can be entered. You know when you get there. Buildings or structures, or development layout share certain recognizable commonalities and characteristics, each with a separate and distinct scale, texture and structural elements.

Nodes: Nodes are specific points in a community that have name or place recognition value. They are points to and from which people travel and very often they serve as the center or core of a district. Nodes are closely associated with paths and thus can also be found at the transition points between districts.

Landmarks: Landmarks are very similar to nodes, but are usually perceived as a single element, either structural or natural. They are the reference points used by all in navigating a path through the community, and they usually take the form of great public spaces, artwork, or a significant building. Landmarks usually contrast sharply with the background in which they are perceived, which enhances their visual importance as a “beacon” or reference point.

9-2 Supporting Data

Sanger Stakeholder Interview Questions

SANGER Comprehensive Plan

City of Sanger, Texas
November 2020

STAKEHOLDER INTERVIEWS

Interview of: _____ Card: (Tape/ list contact information)

Interviewed by: _____

Date & Time: _____

- I. Individual Introductions
- II. Project Overview
- III. Any Questions Before Questions?
- IV. Interview

Answer all the following questions from your **personal perspective**.

1. Do you think SANGER is special and provides its citizens a superior quality of life?
 ___ Agree ___ Somewhat Agree ___ Somewhat Disagree ___ Disagree ___ Not sure

2. SANGER is an aesthetically pleasing and interesting place for bringing visitors?
 ___ Agree ___ Somewhat Agree ___ Somewhat Disagree ___ Disagree ___ Not sure

3. SANGER is a high-quality community for raising a family?
 ___ Agree ___ Somewhat Agree ___ Somewhat Disagree ___ Disagree ___ Not sure

4. What words or phrases best describes the term "SANGER's Character"?

5. SANGER is an economically attractive environment for starting or locating a business.
 ___ Agree ___ Somewhat Agree ___ Somewhat Disagree ___ Disagree ___ Not sure
 Why?

November 2020 – Stakeholder Interviews



6. What are the biggest barriers that might prevent SANGER from reaching its full potential?

7. What assets does SANGER have now that are 'hidden treasures' – things that people and businesses outside the city or region are unaware of or don't fully appreciate?

8. Tell us three (3) goals that you hope we can 'move the needle' toward success as a part of this SANGER Comprehensive Plan

9. If the City of SANGER could invest in just one or two capital investments in the next few years, which ones would provide the greatest catalytic benefit for desirable development?

10. What steps/items should the City of SANGER take, and/or what does downtown need - to help generate success ? (for downtown)

11. Rank the following categories as to greatest need in SANGER?
With 1 (+) being the greatest and 7 (-) the lowest.

- ___ Quality retail
- ___ Employment
- ___ Quality housing
- ___ Variety of housing types
- ___ Quality school system
- ___ Revitalize downtown
- ___ Define future vision
- ___ _____ write in

12. What are the greatest resources of SANGER for strengthening economic development and creating new employment opportunities? (limit to three)

- 1. _____
- 2. _____
- 3. _____

13. Of the following land use/development types, which could/should play a larger role in the economy of SANGER? Please pick your top three (3) choices.

- ___ Distribution
- ___ Light industrial
- ___ Office
- ___ Retail
- ___ Entertainment/sports facilities
- ___ Lodging

14. What city or town in North TX is doing a good job with growth, identity and a handle on their future – that we should study and investigate? Tell us some about them?

15. Twenty years (20) from now, what kind of community do you envision (want) SANGER to be? (list 3 words or phrases that define that future)

- 1. _____
- 2. _____
- 3. _____

November 2020 – Stakeholder Interviews



Public Meeting # 1 - Community Input

Park & Environment

Importance of Goal

Sanger will be an environmentally sustainable community that focuses on conservation of natural resources and preservation of sensitive lands.

Connectivity - Sanger will have a well connected trail system, including safe bicycle and pedestrian accommodations to promote active recreation.

Sanger will have a quality and equitable recreation system, with a variety of recreational amenities for all citizens.

Residents desire opportunities for passive parks (nature based) and active recreation (sports) connected via trails and walkways.

SANGER 2040 PLAN

Infrastructure

Importance of Goal

Sanger will have an infrastructure system that is efficient, well-maintained, and upgraded when needed. Decisions to expand infrastructure will be based on a cost-benefit analysis.

Prioritize and schedule infrastructure / utility extensions based on the new comprehensive plan, and generated opportunities for revenue growth.

Establish a program to replace old infrastructure in a scheduled cost effective manner for Sanger.

Ensure that there is adequate water and wastewater available to serve existing and new development by maintaining systems, monitoring usage and capacity.

SANGER 2040 PLAN

Education

Importance of Goal

Sanger will focus on education as critical for success of the community.

Sanger will invest (\$\$\$) in educational opportunities for students through Sanger ISD and community initiatives.

Sanger Independent School District (ISD) needs to achieve higher educational status with the support of the City of Sanger, its citizens and local business community.

As a long-term goal, Sanger should support a local Community College or State College to open a campus.

SANGER 2040 PLAN

City Government

Importance of Goal

Sanger will be financially resilient. The City will continue to provide high quality services to its residents and be fiscally transparent about decisions and the benefits and trade-offs associated with growth and development.

Sanger will embrace new technologies to provide its residents with the highest level of care and service. It will embrace electronic data collection and monitoring systems to provide a safe and efficient public service system.

Sanger's government with their goals and decisions will be transparent with the community and include ample citizen engagement.

Sanger will work with large city's, NCTCOG and TxDOT to support and solve major regional projects.

SANGER 2040 PLAN

Transportation / Mobility

Importance of Goal

Provide an efficient, safe and connected vehicular transportation system that is coordinated with existing traffic demands and can grow with future travel needs.

Communicate with TxDOT on expansion plans for their network and make sure those plans respond well for City of Sanger.

Ensure the proper number and spacing of railroad crossings on our RR tracks just east of Interstate 35 to ensure good/safe east-west movement across Sanger.

Plan for a city-wide pedestrian trail system that connects together parks, neighborhoods and schools.

SANGER 2040 PLAN

Resilient & Flexible

Importance of Goal

Sanger will be an equitable community - where all residents can thrive and have the resources, they need to lead a healthy and productive life.

Improve the ability of all community members to prepare for, respond to, and recover from natural disasters.

Build regional resilience via partnerships.

Build a more flexible, connected and prepared Sanger.

SANGER 2040 PLAN

Public Meeting # 1 - Community Input

Economic Development

Importance of Goal

Sanger will have a **diverse and vibrant economy** to help the community attract and retain talent for people of all employment levels.

Sanger and Denton's retail trade area are connected for the short term. Sanger will expand its retail base as the community gains additional population.

Sanger will expand by **supporting growth in regional sectors** such as CFW Airport, University of North Texas and Denton / Frisco / McKinney area.

Sanger will develop in a way that promotes a diversity of family lifestyles in a sustainable manner.

SANGER 2040 PLAN

Housing & Neighborhoods

Importance of Goal

Sanger will **protect the integrity of existing neighborhoods** by ensuring that homes, streets and outdoor spaces are maintained to a high standard.

Recognize the **importance of future neighborhoods** to Sanger by implementing policies that will support their viability, marketability and attractiveness.

Typically, changing homes into commercial property **harms neighborhoods**. Review closely any petitions wanting to make this change and review the whole neighborhood for possible negative effects.

Sanger needs to **attract higher value homes** to help provide that wide range of housing for citizens.

SANGER 2040 PLAN

Community Character

Importance of Goal

Sanger will have a **unique identity** that is representative of past, current, and future residents.

Sanger will be a **community that is welcoming and inviting** to its long-term / first-time residents, and visitors.

Sanger needs to build on its two most important existing characteristics – **Downtown and Lake Ray Roberts**.

Sanger will continue to **expand its family friendly community character**.

SANGER 2040 PLAN

Community Health

Importance of Goal

Sanger's residents will have **healthy options**, including easy access to healthcare and active outdoor transportation.

The City will be supportive of its residents and continue to provide the services needed to facilitate daily life in a safe manner – **through the delivery of quality fire, Police and EMS services**, at the appropriate level of service for a city the size of Sanger.

Sanger will support neighborhoods and churches to have community gardens for the growing of fresh local foods.

Sanger will look to **add medical and emergency services** within Sanger as the population expands.

SANGER 2040 PLAN

Land Use & Pattern of Development

Importance of Goal

Sanger will be a community where people of all ages are welcome. To support this, a variety of housing options will be available for residents to "Age in Place" by providing a range of housing types, sizes and densities.

We need to grow a strong commercial tax base in Sanger – with a focus on retail and commercial land uses along much of the **Interstate-35 corridor**.

Sanger needs to **attract and grow employment opportunities** for citizens of North Texas. The employment focus can be commercial along I-35, Lake Ray Roberts and family services.

Local neighborhood retail stores should be walkable from residential neighborhoods.

SANGER 2040 PLAN

Downtown

Importance of Goal

Create Downtown as a **gathering place for the community** with heritage tourism, retail, dining, outdoor cafes and locally inspired businesses.

Downtown needs a **defined spot for local food trucks, casual outdoor fun, green lawn for blankets and a small stage for music**. (Downtown Public Heart)

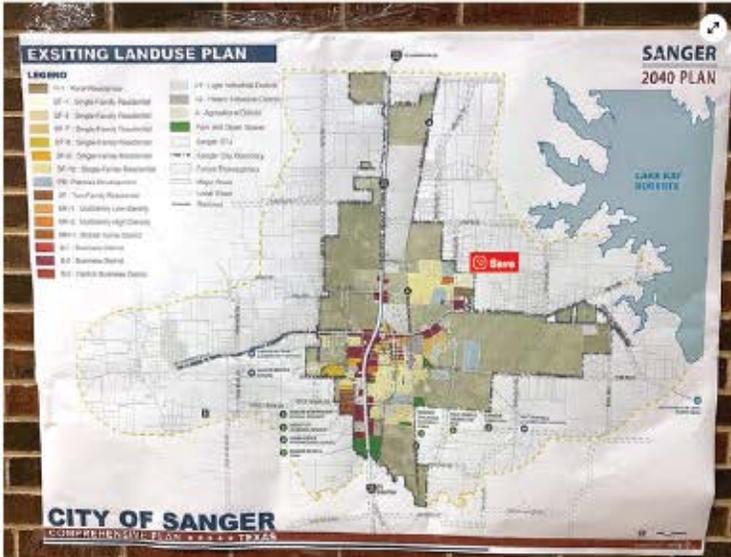
The city needs to support the use and renovation of our existing downtown building stock. Not necessarily a financial relationship but working with building codes to support renovation.

Sanger's downtown district should be a **strong source of economic development**.

SANGER 2040 PLAN

Public Meeting # 1 - Public News by Lemons Publications

Impressive turnout for first of four Comprehensive Plan Public Meetings



76266 zip code from 2019 statistics, 46.1% male and 53.9% female. The population change is 92.6% from the year 2000. The estimated median household income now is nearly \$70,000, which is above the Texas average of \$64,034. But, the median house or condo value is \$172,537 below the Texas average of \$200,400. The value in 2000 was \$71,700.

The age of home from 2000 or newer (38.3%), 1970-1999 (46.6%), 1940-1969 (12.6%) and 1939 or older (2.5%).

The types of homes: single-family 84.6%, Apartment Complexes (8.3%), Mobile Homes (4.9%), Small Apartment Buildings (1.9%) and Town Homes (0.4%).

They show the breakdown of Sanger home prices. 48.6% are valued at \$120,001 to \$241,000. From \$241,001 to \$361,000 (17%), \$361,001 to \$481,000 (6.1%) and \$481,001 to \$602,000 (3.2%).

The City of Sanger held its first public involvement meeting to update the City of Sanger Comprehensive Plan. The meeting was facilitated by Rick Leisner, a consultant with Norris Design. The meeting included a presentation by the consultant and an opportunity for participants to express their vision for the future of Sanger.

The City of Sanger held the first of four public meetings last week, asking for citizen input for a city-wide community plan. The campaign is named "Sanger 2040 Plan". The meeting was held at Butterfield Elementary School Cafeteria and there was an impressive turnout.

The City of Sanger has contracted with Norris Design. They help with planning, landscape architecture and branding for cities. Rick Leisner of Norris Design headed the meeting. "Our team's local knowledge and experience in addition to our landscape architecture expertise nationwide presents a unique resource for the City of Sanger," he stated.

The project role is Urban Planning, Placemaking, Ordinance Evaluations, Project Management & Leadership and Public Engagement. They've coordinated with Hickory Creek, Celina, Texarkana and Forney, to name a few.

Sanger is growing and the City is trying to get out in front of it. Mr. Leisner had a Power Point presentation, which is available online at the newly created website: Sanger2040plan.com. Everything through the process will be on the website. On the site is the presentation in PDF format for the public to view. It's full of statistics, maps, etc... Sanger has an area of 11.8 square miles and 7,552 acres. See the Existing Land Use Plan Map with City Limit and ETJ boundaries on Page 10.

For instance the population is nearly 9,000 people in the Sanger



Rick Leisner of Norris Design, explains to citizens the Existing Land Use Plan Map. Please see this ETJ boundary map and much more information about the Sanger 2040 Plan at their website: sanger-2040plan.com.



Citizens write down ideas and place them on the Idea Board.

Each citizen received 48 dot stickers to mark their opinions on a 12 topics (Guiding Principles). There were four draft goals for each page of the Principles. A big printed out sheet of paper draped the tables all the way down the cafeteria. The Principles were: Land Use and Pattern Development, Community Character, Economic Development, Housing and Neighborhoods, Infrastructure, Parks & Environment, Transportation/Mobility, City Government, Downtown, Education, Resilient & Flexible and Community Health. Citizens placed stickers on the importance of the goal - IMPORTANT, NOT IMPORTANT or NEUTRAL.

There was also an Idea Board on the wall for everyone at the meeting to put their ideas on.

Even though there was a good turnout, Mr. Leisner encouraged more people to show up to the second meeting, which will take place in 2-3 months. He said it is the most important and exciting one. He will announce the statistics of when Sanger can have a new grocery store, when to have a Whataburger, etc... That caught everyone's attention. He will present data for the public to understand fast food and sit down restaurants that could come to Sanger and present scenarios.

There is an Advisory Committee made up of 15 local members that are helping with this process, as well. See the list on page 5.

There will be third and fourth meetings and they will explain scenarios and finalization of the plan.

Public Meeting # 2 - Survey

SANGER 2040 PLAN

Survey on Land Use Scenarios

City Wide Scenario 1 - DFW Northern Gateway

#1 – Northern Gateway to DFW



- Scenario DFW:
- A. Interstate 35 Corridor
Regional Market / Comm Fall Corridor
 - B. Downtown
Urban / Mixed Use / Less Historic
 - C. In-Town
Redevelopment Occurring / Walkable
 - D. Growth Area (ETJ)
Range of Densities / SPD
 - E. Population Growth
Above Projections

SANGER
2040 PLAN

City Wide Scenario – Northern DFW Gateway



1. This scenario provides the largest amount of new shopping, restaurants, and employment opportunities. Clearly, there could be negative impacts with these coming to Sanger. Do you prefer this or not?

- Yes
- Maybe
- No

2. This scenario creates the potential for mid-level revenue (\$\$) for the city via taxes to use for parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

- Yes
- Maybe
- No

3. The DFW Gateway scenario creates the highest population for the City of Sanger. Do you prefer this or not?

- Yes
- Maybe
- No

4. This scenario create more retail and light industrial development along the I-35 corridor. This can bring property tax revenue for city services and create jobs but has a commercial look and feel. Do you prefer this or not?

- Yes
- Maybe
- No

5. In this DFW Gateway scenario the most exciting and fun commercial development would be located along the I-35 corridor and downtown. Do you prefer this or not?

6. This scenario offers the greatest range of residential housing types ranging from mixed-use residential (3 to 4 story) to large lot ranch/estate residential. Do you prefer this or not?

- Yes
- Maybe
- No

SANGER 2040 PLAN

Survey on Land Use Scenarios

City Wide Scenario 2 - Walkable Neighborhoods

#2 – Walkable Neighborhoods



Scenario Two:

- A. Interstate 35 Corridor Mixed-Care & Res / Low-Density
- B. Downtowns Active Retail / Retail / Historic
- C. In-Town Dev near Downtown
- D. Growth Areas (ETJ) Neighborhoods Centered on Service Retail, Schools and/or Parks
- E. Population Growth Equal to Projections

SANGER 2040 PLAN

City Wide Scenario – Walkable Neighborhoods



SANGER 2040 PLAN

7. This scenario provides six (6) neighborhood centers. These centers are pedestrian walkable areas that can include: neighborhood retail, parks, a range of attached housing types, schools and more. Do you prefer this or not?

- Yes
- Maybe
- No

8. This scenario creates the potential for mid-level revenue (\$\$) for the city via taxes to use for parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

- Yes
- Maybe
- No

9. This scenario creates a Lake Neighborhood center with recreational amenities focused on water enjoyment at Lake Ray Roberts, along with some mid-density residential. Do you prefer this or not?

- Yes
- Maybe
- No

10. In concept, this neighborhood scenario can help lessen traffic issues as some only have to travel (car, bike or walk) to the local neighborhood center for convenience goods. Do you prefer this or not?

- Yes
- Maybe

SANGER

2040 PLAN

Survey on Land Use Scenarios

City Wide Scenario 3 - Ranch

#3 – Ranch / Lower Density



- Scenario Three:**
- A. Interstate 35 Corridor
 - B. Mix of Residential & Commercial
 - C. Open Space
 - D. Historic / Local Character / Specialty Shops
 - E. 1st-Town
 - F. Pattern Same as Today
 - G. Growth Areas (ETJ)
 - H. 4th to Longest Lot STD / High Quality
 - I. Population Growth Below Projections

SANGER
2040 PLAN

City Wide Scenario – Ranch



13. This scenario provides the smallest amount of new shopping, restaurants, and employment opportunities. Do you prefer this or not?

- Yes
- Maybe
- No

14. This scenario creates the potential for the lowest revenue (\$\$) of the three scenarios for use on parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

- Yes
- Maybe
- No

15. The Ranch scenario creates the lowest population for the City of Sanger and the greatest amount of low-density housing. Do you prefer this or not?

- Yes
- Maybe
- No

16. This scenario offers the lowest range of residential housing types ranging apartment residential (2 story) to large lot ranch/estate residential. Do you prefer this or not?

- Yes
- Maybe
- No

17. If lower density and lower population equals higher quality of life, but understand the result is less city services. Do you prefer this or not?

- Yes
- Maybe

18. This Ranch scenario would offer the lowest number of children attending SISD public schools. Do you prefer this or not?

- Yes
- Maybe
- No

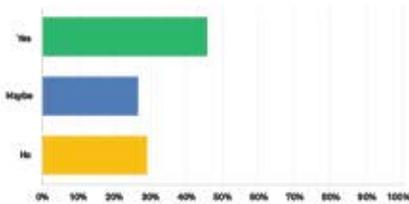
Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios

SurveyMonkey

Q1 This scenario provides the largest amount of new shopping, restaurants, and employment opportunities. Clearly, there could be negative impacts with these coming to Sanger. Do you prefer this or not?

Answered: 100 Skipped: 7



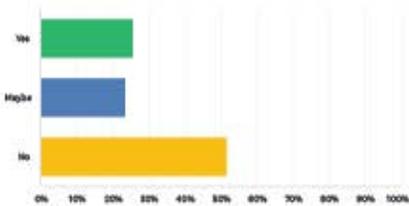
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 45.74% | 95 |
| Maybe | 26.69% | 50 |
| No | 20.39% | 55 |
| Total Respondents: 100 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q3 The DFW Gateway scenario creates the highest population for the City of Sanger. Do you prefer this or not?

Answered: 100 Skipped: 7



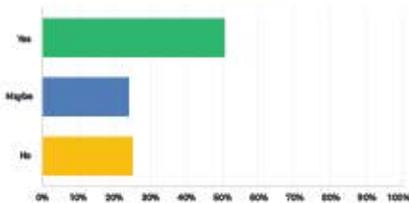
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 25.53% | 48 |
| Maybe | 23.43% | 44 |
| No | 51.00% | 97 |
| Total Respondents: 100 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q5 In this DFW Gateway scenario the most exciting and fun commercial development would be located along the I-35 corridor and downtown. Do you prefer this or not?

Answered: 107 Skipped: 0



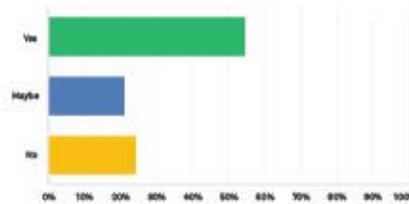
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 50.80% | 95 |
| Maybe | 24.00% | 45 |
| No | 25.13% | 47 |
| Total Respondents: 107 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q2 This scenario creates the potential for mid-level revenue (\$\$) for the city via taxes to use for parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

Answered: 100 Skipped: 8



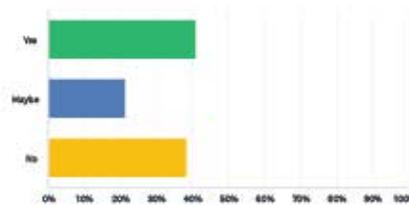
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|-----|
| Yes | 54.50% | 100 |
| Maybe | 25.16% | 40 |
| No | 24.34% | 40 |
| Total Respondents: 100 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q4 This scenario create more retail and light industrial development along the I-35 corridor. This can bring property tax revenue for city services and create jobs but has a commercial look and feel. Do you prefer this or not?

Answered: 100 Skipped: 7



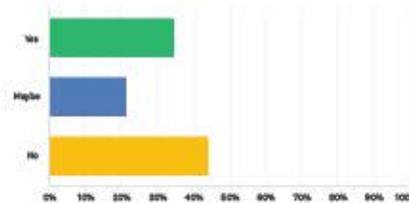
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 49.06% | 77 |
| Maybe | 21.28% | 40 |
| No | 30.30% | 72 |
| Total Respondents: 100 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q6 This scenario offers the greatest range of residential housing types ranging from mixed-use residential (3 to 4 story) to large lot ranch/estate residential. Do you prefer this or not?

Answered: 100 Skipped: 7



| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 34.57% | 65 |
| Maybe | 21.29% | 40 |
| No | 44.13% | 80 |
| Total Respondents: 100 | | |

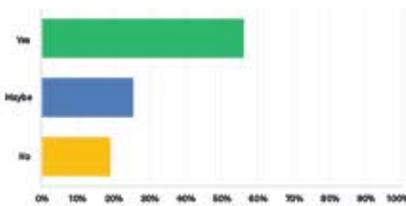
Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios

SurveyMonkey

Q7 This scenario provides six (6) neighborhoods centers. These centers are pedestrian walkable areas that can include: neighborhood retail, parks, a range of attached housing types, schools and more. Do you prefer this or not?

Answered: 172 Skipped: 23



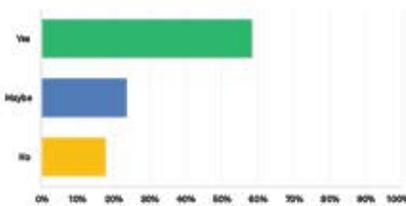
| ANSWER CHOICES | RESPONSES |
|------------------------|-----------|
| Yes | 97 |
| Maybe | 44 |
| No | 33 |
| Total Respondents: 172 | |

Survey on Land Use Scenarios

SurveyMonkey

Q9 This scenario creates a Lake Neighborhood center with recreational amenities focused on water enjoyment at Lake Ray Roberts, along with some mid-density residential. Do you prefer this or not?

Answered: 173 Skipped: 22



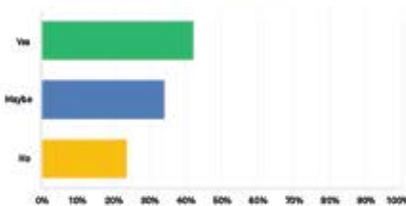
| ANSWER CHOICES | RESPONSES |
|------------------------|-----------|
| Yes | 101 |
| Maybe | 41 |
| No | 31 |
| Total Respondents: 173 | |

Survey on Land Use Scenarios

SurveyMonkey

Q11 This scenario proposes a neighborhood center out at Bolivar. This center is in the Sanger ETJ (Extra Territorial Jurisdiction) and some day in the future may be a part of the City of Sanger. Do you prefer this or not?

Answered: 173 Skipped: 22



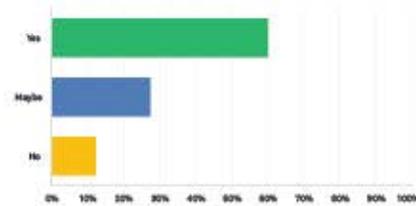
| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 73 |
| Maybe | 59 |
| No | 41 |
| TOTAL | 173 |

Survey on Land Use Scenarios

SurveyMonkey

Q8 This scenario creates the potential for mid-level revenue (\$\$) for the city via taxes to use for parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

Answered: 171 Skipped: 24



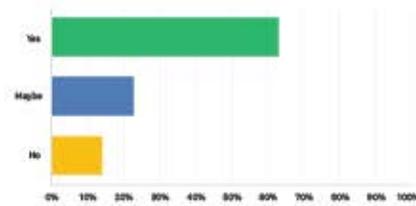
| ANSWER CHOICES | RESPONSES |
|------------------------|-----------|
| Yes | 109 |
| Maybe | 47 |
| No | 25 |
| Total Respondents: 171 | |

Survey on Land Use Scenarios

SurveyMonkey

Q10 In concept, this neighborhood scenario can help lessen traffic issues assume only have to travel (car, bike or walk) to the local neighborhood center for convenience goods. Do you prefer this or not?

Answered: 171 Skipped: 24



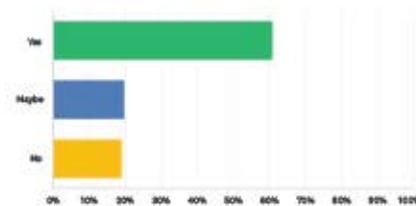
| ANSWER CHOICES | RESPONSES |
|------------------------|-----------|
| Yes | 109 |
| Maybe | 39 |
| No | 24 |
| Total Respondents: 171 | |

Survey on Land Use Scenarios

SurveyMonkey

Q12 In support of this decentralized land use option there would be a network of pedestrian trails connecting the neighborhood together. Do you favor a network of pedestrian trails linking future neighborhoods together?

Answered: 172 Skipped: 22



| ANSWER CHOICES | RESPONSES |
|------------------------|-----------|
| Yes | 106 |
| Maybe | 34 |
| No | 33 |
| Total Respondents: 172 | |

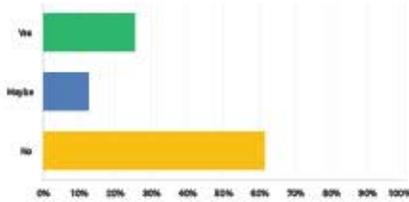
Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios

SurveyMonkey

Q13 This scenario provides the smallest amount of new shopping, restaurants, and employment opportunities. Do you prefer this or not?

Answered: 104 Skipped: 31



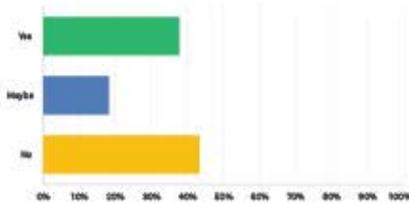
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|-----|
| Yes | 25.00% | 42 |
| Maybe | 12.00% | 20 |
| No | 63.00% | 104 |
| Total Respondents: 164 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q15 The Ranch scenario creates the lowest population for the City of Sanger and the greatest amount of low-density housing. Do you prefer this or not?

Answered: 103 Skipped: 32



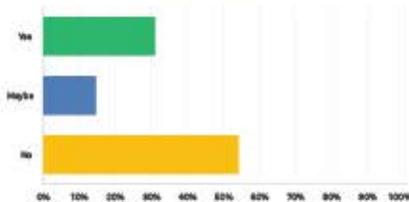
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 36.01% | 62 |
| Maybe | 19.40% | 30 |
| No | 44.59% | 71 |
| Total Respondents: 163 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q17 If lower density and lower population equals higher quality of life, but understand the result is less city services. Do you prefer this or not?

Answered: 104 Skipped: 31



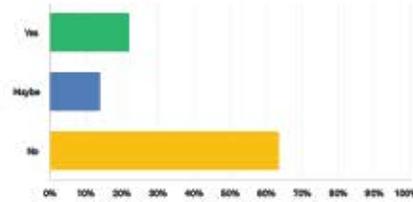
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 25.10% | 51 |
| Maybe | 14.00% | 28 |
| No | 54.27% | 99 |
| Total Respondents: 164 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q14 This scenario creates the potential for the lowest revenue (\$\$) of the three scenarios for use on parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

Answered: 100 Skipped: 32



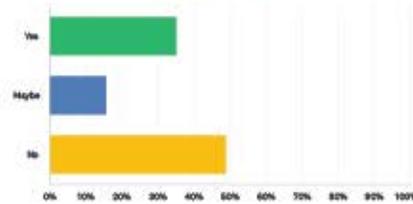
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|-----|
| Yes | 22.00% | 30 |
| Maybe | 14.11% | 20 |
| No | 63.89% | 104 |
| Total Respondents: 160 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q16 This scenario offers the lowest range of residential housing types ranging apartment residential (2 story) to large lot ranch/estate residential. Do you prefer this or not?

Answered: 105 Skipped: 30



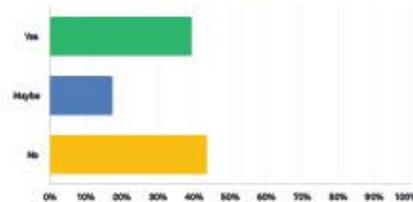
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 35.19% | 60 |
| Maybe | 15.79% | 20 |
| No | 49.02% | 81 |
| Total Respondents: 165 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q18 This Ranch scenario would offer the lowest number of children attending SISR public schools. Do you prefer this or not?

Answered: 105 Skipped: 30



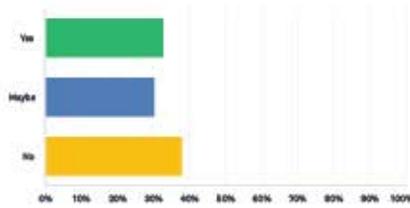
| ANSWER CHOICES | RESPONSES | |
|------------------------|-----------|----|
| Yes | 38.30% | 65 |
| Maybe | 17.50% | 30 |
| No | 44.20% | 72 |
| Total Respondents: 165 | | |

Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios SurveyMonkey

Q19 This scenario creates a dynamic downtown with several hundred residents proving economic growth. The downtown is less historic and more reactive for families and young adults. Do you prefer this or not?

Answered: 158 Skipped: 0

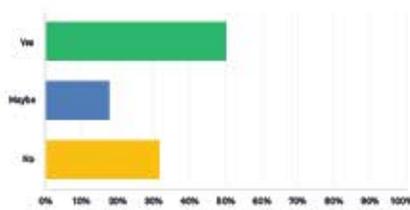


| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 32.92% 52 |
| Maybe | 30.38% 48 |
| No | 36.69% 58 |
| Total Responses: 158 | |

Survey on Land Use Scenarios SurveyMonkey

Q20 This scenario creates a new downtown park with food trucks and family fun. This amenity creates added value (\$\$) bringing adjacent mixed-use and urban housing downtown. Do you prefer these uses next to the park or not?

Answered: 157 Skipped: 0

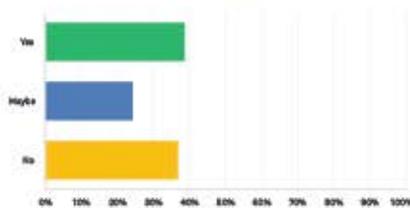


| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 50.32% 79 |
| Maybe | 17.84% 28 |
| No | 31.84% 50 |
| Total Responses: 157 | |

Survey on Land Use Scenarios SurveyMonkey

Q22 This scenario show the greatest amount of new joint-use surface parking stalls for all patrons. Do you prefer this or not?

Answered: 157 Skipped: 0

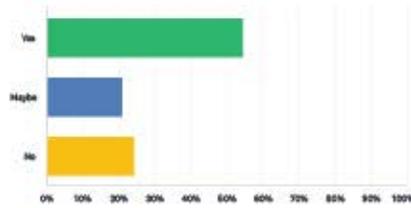


| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 38.85% 61 |
| Maybe | 24.20% 38 |
| No | 36.94% 58 |
| Total Responses: 157 | |

Survey on Land Use Scenarios SurveyMonkey

Q2 This scenario creates the potential for mid-level revenue (\$\$) for the city via taxes to use for parks, infrastructure, road maintenance and more, as citizens desire. Do you prefer this or not?

Answered: 100 Skipped: 0

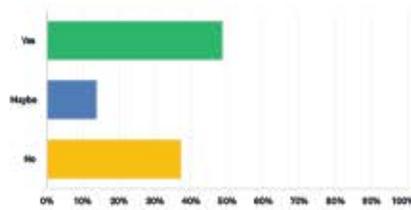


| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 54.00% 54 |
| Maybe | 21.00% 21 |
| No | 24.99% 25 |
| Total Responses: 100 | |

Survey on Land Use Scenarios SurveyMonkey

Q21 This downtown scenario brings the greatest number of new residents downtown. The residential numbers help to boost success in other downtown shops and stores. Do you prefer this or not?

Answered: 158 Skipped: 0

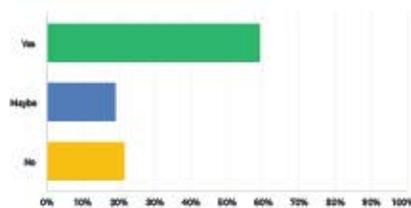


| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 48.73% 77 |
| Maybe | 13.92% 22 |
| No | 37.34% 59 |
| Total Responses: 158 | |

Survey on Land Use Scenarios SurveyMonkey

Q23 This downtown scenario shows the city consolidating their departments into a municipal complex downtown. Having these people downtown helps the economic growth of downtown. Do you prefer this or not?

Answered: 157 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------------|-----------|
| Yes | 50.32% 79 |
| Maybe | 19.11% 30 |
| No | 30.57% 48 |
| Total Responses: 157 | |

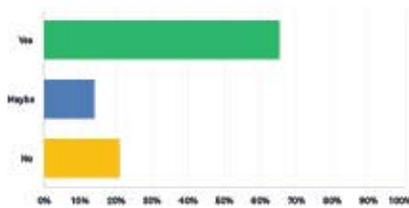
Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios

SurveyMonkey

Q24 Do you support a new park in downtown – that is simple in design allowing multiple-uses that supports family lawn games, food, music and much more? Do you prefer this or not?

Answered: 150 Skipped: 0



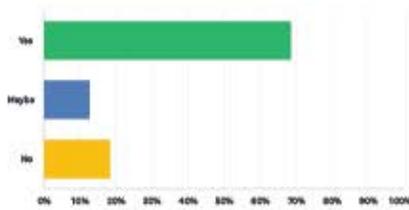
| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|-----|
| Yes | 65.33% | 100 |
| Maybe | 14.67% | 22 |
| No | 20.00% | 30 |
| Total Responses: 150 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q26 Do you support downtown having a defined new park for local food trucks, casual outdoor fun, green lawn for blankets and a small stage for music. Do you prefer this park or not?

Answered: 150 Skipped: 0



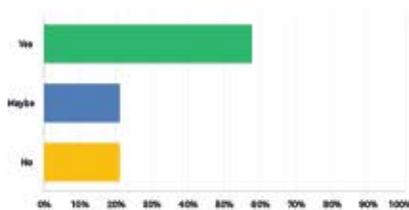
| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|-----|
| Yes | 68.67% | 107 |
| Maybe | 12.67% | 20 |
| No | 18.67% | 28 |
| Total Responses: 150 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q28 This downtown scenario allows future growth and development to the east near the RxR tracks. Do you feel this is a benefit or not?

Answered: 150 Skipped: 0



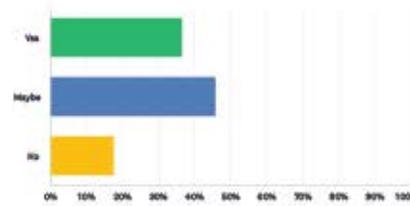
| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|----|
| Yes | 67.33% | 90 |
| Maybe | 21.33% | 30 |
| No | 11.33% | 15 |
| Total Responses: 135 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q25 This downtown scenario is in the middle on new development and overall density. Do you prefer this or not?

Answered: 150 Skipped: 0



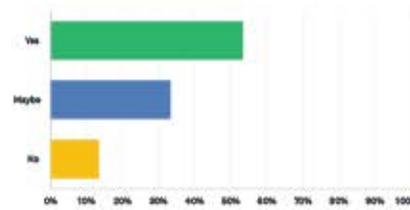
| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|----|
| Yes | 36.00% | 50 |
| Maybe | 45.33% | 70 |
| No | 18.67% | 27 |
| Total Responses: 150 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q27 This downtown scenario brings a mid-level number of new residents downtown. The residential numbers help to grow success in other downtown shops and stores. Do you prefer this or not?

Answered: 155 Skipped: 0



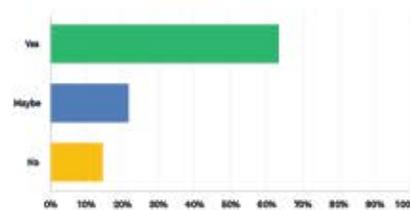
| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|----|
| Yes | 59.35% | 90 |
| Maybe | 30.32% | 50 |
| No | 10.33% | 15 |
| Total Responses: 155 | | |

Survey on Land Use Scenarios

SurveyMonkey

Q29 This downtown scenario provides equal opportunity between historic and new compatible development. Do you prefer this or not?

Answered: 150 Skipped: 0



| ANSWER CHOICES | RESPONSES | |
|----------------------|-----------|----|
| Yes | 60.67% | 90 |
| Maybe | 25.33% | 38 |
| No | 14.00% | 21 |
| Total Responses: 150 | | |

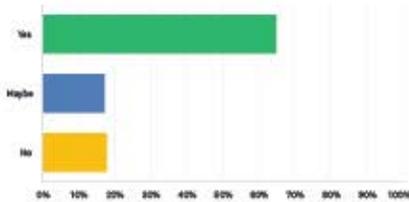
Public Meeting # 2 - Online Survey Result

Survey on Land Use Scenarios

SurveyMonkey

Q30 Do you support additional pedestrian amenities in downtown such as more benches, colorful banners, new landscape and wayfinding signage? Do you prefer this or not?

Answered: 100 Skipped: 0



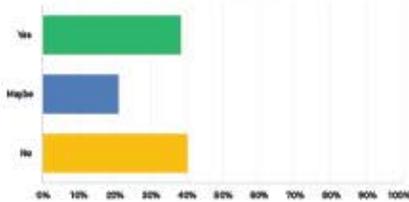
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 64.7% 65 |
| Maybe | 17.0% 17 |
| No | 17.9% 18 |
| Total Responders: 100 | |

Survey on Land Use Scenarios

SurveyMonkey

Q33 This downtown scenario supports a similar development pattern to the existing residential blocks around the downtown core. Limiting new residential development downtown. Do you prefer this or not?

Answered: 100 Skipped: 0



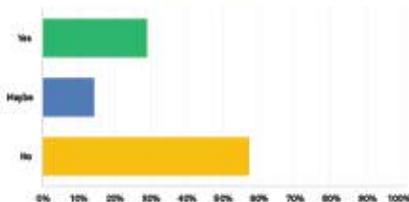
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 36.0% 36 |
| Maybe | 21.0% 21 |
| No | 43.0% 43 |
| Total Responders: 100 | |

Survey on Land Use Scenarios

SurveyMonkey

Q35 This downtown scenario show the lowest amount of new development and overall density. Do you prefer this or not?

Answered: 100 Skipped: 0



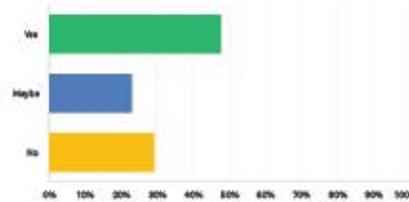
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 28.0% 28 |
| Maybe | 14.0% 14 |
| No | 57.4% 57 |
| Total Responders: 100 | |

Survey on Land Use Scenarios

SurveyMonkey

Q32 With this scenario there is the greatest focus on historic preservation and historic style while still growing a successful downtown. Do you prefer this or not?

Answered: 157 Skipped: 0



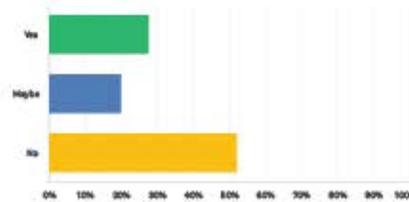
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 47.7% 75 |
| Maybe | 20.0% 31 |
| No | 32.3% 51 |
| Total Responders: 157 | |

Survey on Land Use Scenarios

SurveyMonkey

Q34 This scenario show the lowest amount of new joint-use surface parking stalls for all patrons. Do you prefer this or not?

Answered: 155 Skipped: 0



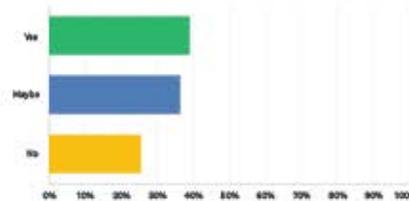
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 27.1% 42 |
| Maybe | 20.0% 31 |
| No | 52.9% 82 |
| Total Responders: 155 | |

Survey on Land Use Scenarios

SurveyMonkey

Q36 This Ranch downtown scenario creates a strong visual and pedestrian intersection treatment at Bolivar and 5th Street intersection to serve as a gateway in downtown. Do you prefer this amenity or not?

Answered: 100 Skipped: 0



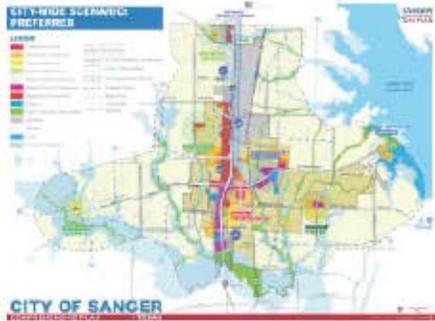
| ANSWER CHOICES | RESPONSES |
|-----------------------|-----------|
| Yes | 38.0% 38 |
| Maybe | 36.0% 36 |
| No | 25.6% 26 |
| Total Responders: 100 | |

Public Meeting # 3 - Survey

Sanger Public Meeting 3 - Community Input

City-Wide Questions

Sanger City Wide Preferred Scenario



1. Regarding the Preferred Scenario, do you like the strong focus of commercial/employment land uses along the I-35 corridor?

- Yes
- No
- Maybe
- Not Sure

b. Regarding the Preferred Scenario, do you like having a focus of light industrial/distribution land uses along the I-35 corridor? This may be similar to the Walmart distribution center and can also support their and others growth.

- Yes
- No
- Maybe
- Not Sure

6. Regarding the Preferred Scenario, do you like the potential of seeing pedestrian trails proposed along creek corridors? These trails can provide exercise and allow some connections between residential neighborhoods and schools in the future.

- Yes
- No
- Maybe
- Not Sure

7. Regarding the Preferred Scenario, would you support the City of Sanger growing more toward Lake Ray Roberts (annexation). This would occur as property owners wanted to come into the City. The result would give the City more waterfront property.

- Yes
- No
- Maybe

2. Regarding the Preferred Scenario, do you like having several identified walkable neighborhood centers, which can reduce some dependency on the automobile?

- Yes
- No
- Maybe
- Not Sure

3. Regarding the Preferred Scenario, do you like having ranch/estate single-family development proposed within the ETJ of Sanger? The density for this single-family pattern is 1 unit per acre minimum.

- Yes
- No
- Maybe
- Not Sure

4. Regarding the Preferred Scenario, do you like having proposed a walkable neighborhood center (village pattern), adjacent to Lake Ray Roberts? This may provide more waterfront residential development and limited retail next to the waterfront.

- Yes
- No
- Maybe
- Not Sure

8. Regarding the Preferred Scenario, as the City continues to grow and that will accelerate after the completion of the I-35 freeway improvements – do you support the City working to get quiet zones for RxR crossings?

- Yes
- No
- Maybe
- Not Sure

Next

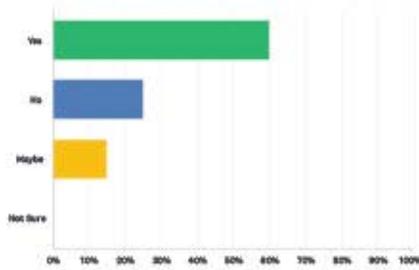
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Public Meeting # 3 - Online Survey Result

Q1 Regarding the Preferred Scenario, do you like the strong focus of commercial/employment land uses along the I-35 corridor?

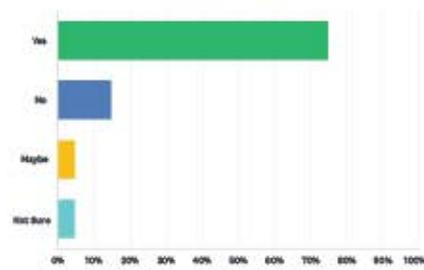
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 13 |
| No | 5 |
| Maybe | 2 |
| Not Sure | 0 |
| TOTAL | 20 |

Q2 Regarding the Preferred Scenario, do you like having several identified walkable neighborhood centers, which can reduce some dependency on the automobile?

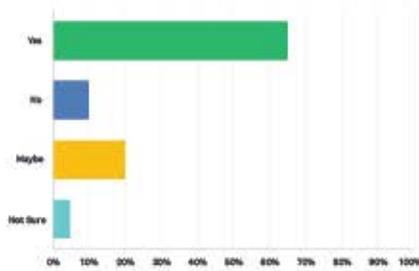
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 15 |
| No | 3 |
| Maybe | 1 |
| Not Sure | 1 |
| TOTAL | 20 |

Q3 Regarding the Preferred Scenario, do you like having ranch/estate single-family development proposed within the ETJ of Sanger? The density for this single-family pattern is 1 unit per acre minimum.

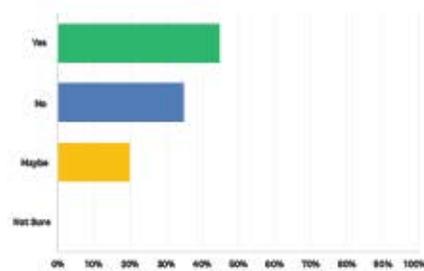
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 13 |
| No | 2 |
| Maybe | 4 |
| Not Sure | 1 |
| TOTAL | 20 |

Q4 Regarding the Preferred Scenario, do you like having proposed a walkable neighborhood center (village pattern), adjacent to Lake Ray Roberts? This may provide more waterfront residential development and limited retail next to the waterfront.

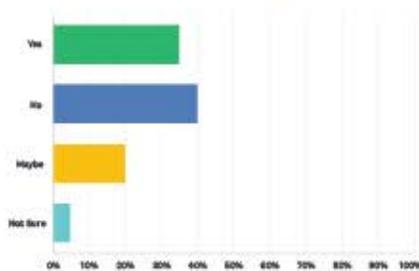
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 9 |
| No | 7 |
| Maybe | 4 |
| Not Sure | 0 |
| TOTAL | 20 |

Q5 Regarding the Preferred Scenario, do you like having a focus of light industrial/distribution land uses along the I-35 corridor? This may be similar to the Walmart distribution center and can also support their and others growth.

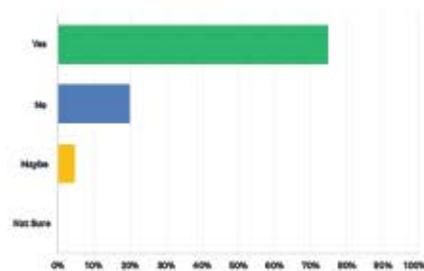
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 7 |
| No | 8 |
| Maybe | 4 |
| Not Sure | 1 |
| TOTAL | 20 |

Q6 Regarding the Preferred Scenario, do you like the potential of seeing pedestrian trails proposed along creek corridors? These trails can provide exercise and allow some connections between residential neighborhoods and schools in the future.

Answered: 20 Skipped: 0

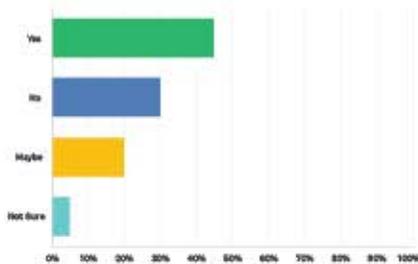


| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 14 |
| No | 4 |
| Maybe | 1 |
| Not Sure | 0 |
| TOTAL | 20 |

Public Meeting # 3 - Online Survey Result

Q7 Regarding the Preferred Scenario, would you support the City of Sanger growing more toward Lake Ray Roberts (annexation). This would occur as property owners wanted to come into the City. The result would give the City more waterfront property.

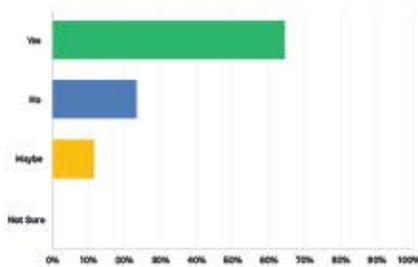
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 45.00% | 9 |
| No | 30.00% | 6 |
| Maybe | 20.00% | 4 |
| Not Sure | 5.00% | 1 |
| TOTAL | | 20 |

Q9 Regarding the Downtown Preferred Scenario, do you like the recommendation for any new development along Bolivar St. may be 4-story mixed-use (retail on ground floor with residential and/or office above)?

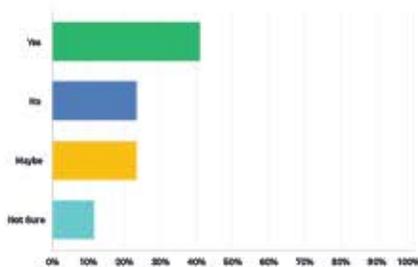
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 64.71% | 11 |
| No | 28.57% | 4 |
| Maybe | 11.70% | 2 |
| Not Sure | 0.00% | 0 |
| TOTAL | | 17 |

Q11 Regarding the Downtown Preferred Scenario, the largest and maybe most dense land use is recommended in the northeastern quadrant of downtown. This is mainly an urban multi-family development pattern adjacent to the existing RxR tracks and would have retail at the ground floor fronting on the new park noted above. Do you like this recommendation?

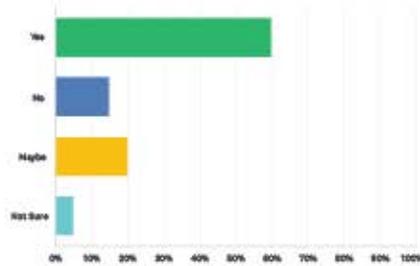
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 41.18% | 7 |
| No | 29.41% | 4 |
| Maybe | 29.41% | 4 |
| Not Sure | 11.70% | 2 |
| TOTAL | | 17 |

Q8 Regarding the Preferred Scenario, as the City continues to grow and that will accelerate after the completion of the I-35 freeway improvements – do you support the City working to get quiet zones for RxR crossings?

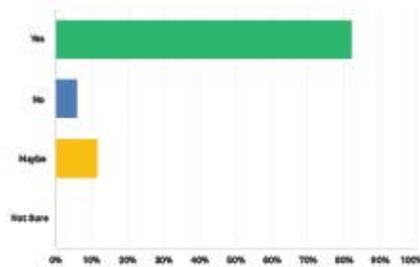
Answered: 20 Skipped: 0



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 60.00% | 12 |
| No | 15.00% | 3 |
| Maybe | 20.00% | 4 |
| Not Sure | 5.00% | 1 |
| TOTAL | | 20 |

Q10 Regarding the Downtown Preferred Scenario, do you like the proposed new full-block downtown public park at the corner of Bolivar St. and 2nd St. (northeast corner)?

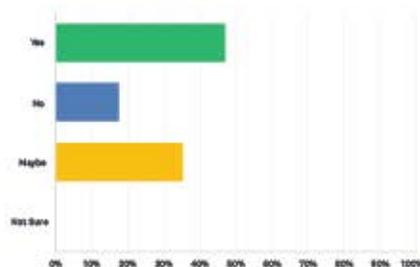
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 82.35% | 14 |
| No | 5.88% | 1 |
| Maybe | 11.76% | 2 |
| Not Sure | 0.00% | 0 |
| TOTAL | | 17 |

Q12 Regarding the Downtown Preferred Scenario, we are recommending the City work to create shared parking agreements on large existing surface lots. This would allow public parking on weekends and evenings when not being used by the primary owner. Do you like this recommendation?

Answered: 17 Skipped: 0

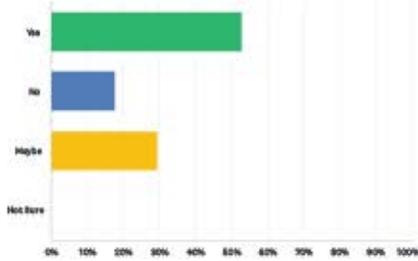


| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 47.06% | 8 |
| No | 17.65% | 3 |
| Maybe | 35.29% | 6 |
| Not Sure | 0.00% | 0 |
| TOTAL | | 17 |

Public Meeting # 3 - Online Survey Result

Q13 Regarding the Downtown Preferred Scenario, we are recommending the City plan and build a municipal complex on the block that City Hall is currently. This would consolidate many departments together (not all) creating a benefit. Do you like this recommendation?

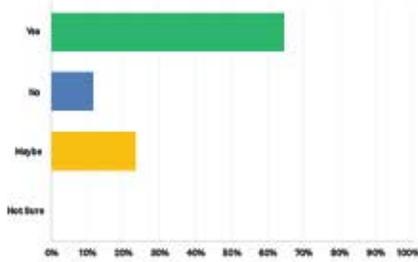
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 52.94% |
| No | 17.65% |
| Maybe | 29.41% |
| Not Sure | 0.00% |
| TOTAL | 17 |

Q15 Regarding the Downtown Preferred Scenario, future upgraded infrastructure in Downtown and the Original Town area should support redevelopment efforts. Do you like this recommendation?

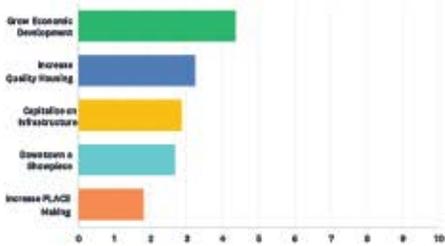
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 64.71% |
| No | 11.76% |
| Maybe | 23.53% |
| Not Sure | 0.00% |
| TOTAL | 17 |

Q17 Regarding the Five Core Tenets of the Preferred Scenario – rank them from most important to least important for Sanger from your perspective? (1 is highest & 5 is least important)

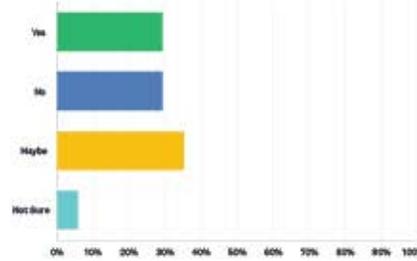
Answered: 16 Skipped: 4



| | 1 | 2 | 3 | 4 | 5 | TOTAL | SCORE |
|------------------------------|--------|--------|--------|--------|--------|-------|-------|
| Grow Economic Development | 56.25% | 31.25% | 6.25% | 6.25% | 0.00% | 16 | 4.00 |
| Increase Quality Housing | 18.75% | 12.50% | 50.00% | 12.50% | 6.25% | 16 | 3.05 |
| Capitalize on Infrastructure | 6.25% | 31.25% | 18.75% | 31.25% | 12.50% | 16 | 2.00 |
| Downtown a Showpiece | 18.75% | 12.50% | 18.75% | 18.75% | 31.25% | 16 | 2.00 |
| Increase PLACE Making | 0.00% | 12.50% | 6.25% | 31.25% | 50.00% | 16 | 1.01 |

Q14 Regarding the Downtown Preferred Scenario, future urban residential nearest the downtown core should be attached and of higher densities. This will help to provide patrons for downtown commercial shops. Do you like this recommendation?

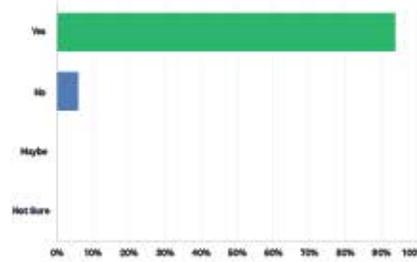
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 29.41% |
| No | 28.41% |
| Maybe | 55.39% |
| Not Sure | 5.88% |
| TOTAL | 17 |

Q16 Regarding the Downtown Preferred Scenario, all redevelopment and revitalization in the Original Town area should support walkable pedestrian connections and include new sidewalks. Do you like this recommendation?

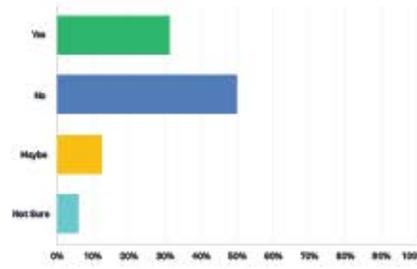
Answered: 17 Skipped: 0



| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 94.13% |
| No | 5.88% |
| Maybe | 0.00% |
| Not Sure | 0.00% |
| TOTAL | 17 |

Q18 From your perspective, does Sanger need a wider variety of quality housing types?

Answered: 16 Skipped: 4

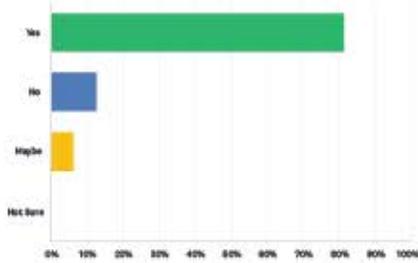


| ANSWER CHOICES | RESPONSES |
|----------------|-----------|
| Yes | 31.25% |
| No | 50.00% |
| Maybe | 12.50% |
| Not Sure | 6.25% |
| TOTAL | 16 |

Public Meeting # 3 - Online Survey Result

Q19 From your perspective, does Sanger need more pedestrian trails and parks?

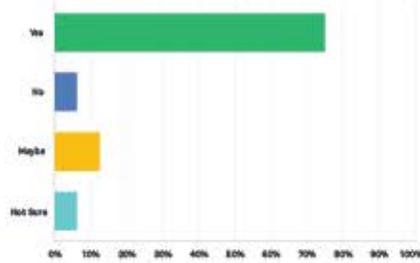
Answered: 10 Skipped: 4



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 80.00% | 10 |
| No | 12.50% | 2 |
| Maybe | 6.25% | 1 |
| Not Sure | 0.00% | 0 |
| TOTAL | | 13 |

Q20 From your perspective, would you support more family-oriented entertainment in Sanger?

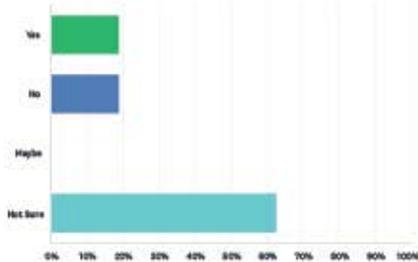
Answered: 10 Skipped: 4



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 75.00% | 12 |
| No | 6.25% | 1 |
| Maybe | 12.50% | 2 |
| Not Sure | 6.25% | 1 |
| TOTAL | | 16 |

Q21 From your perspective, do you like the new Sanger brand and logo?

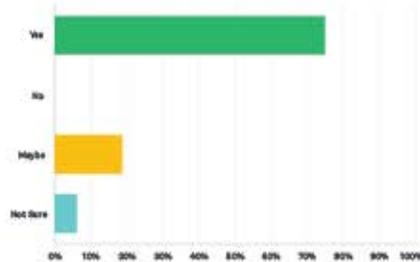
Answered: 10 Skipped: 4



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 18.18% | 2 |
| No | 18.18% | 2 |
| Maybe | 0.00% | 0 |
| Not Sure | 63.64% | 10 |
| TOTAL | | 15 |

Q22 Have you learned some about planning for Sanger while assisting the City in creating this Preferred Scenario?

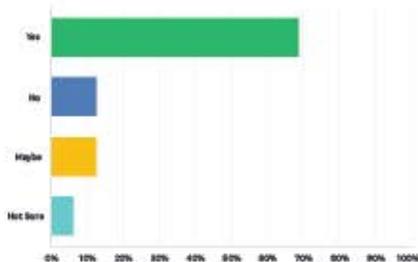
Answered: 10 Skipped: 4



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 75.00% | 12 |
| No | 0.00% | 0 |
| Maybe | 18.18% | 3 |
| Not Sure | 6.25% | 1 |
| TOTAL | | 16 |

Q23 Have you enjoyed yourself while assisting the City in creating this Preferred Scenario?

Answered: 10 Skipped: 4



| ANSWER CHOICES | RESPONSES | COUNT |
|----------------|-----------|-------|
| Yes | 67.74% | 11 |
| No | 12.50% | 2 |
| Maybe | 12.50% | 2 |
| Not Sure | 6.25% | 1 |
| TOTAL | | 16 |

Sanger Psychographic Profiles

Psychographics are developed through the quantitative and qualitative methodologies to understand consumers' psychological attributes. Psychographics study personality, values, opinions, attitudes, interests, and lifestyles in concert with traditional demographic factors. This includes a wide range of topics — from health to politics, to technology adoption. Each consumer's unique attitudes influence his or her lifestyle choices. And their lifestyles impact their purchasing decisions on housing, clothing, food, entertainment, and more (ESRI, 2020).

Psychographics are a part of understanding a population's attitudes and interests rather than being limited by "objective" demographics. While demographics can tell us about a household's size and average income, psychographics can help to paint a picture of why that family may purchase a particular item, or have preferences related to technology. These sorts of insights enable people to find similar-interest households, linking those with similar interests and attitudes, even if they're from a different community.

ESRI's Tapestry Segmentation classifies US residential neighborhoods into 67 unique segments based on demographic and socioeconomic characteristics. This generates more insight so that the best customers and underserved markets can be identified. The top segments within Sanger as of 2020 are summarized as follows:

Middleburg (37.9%) - Neighborhoods

transformed from the easy pace of country living to semi-rural subdivisions in the last decade, when the housing boom reached out. Residents are conservative, family-oriented consumers. Still more country than rock and roll, they are thrifty but willing to carry some debt and are already investing in their futures. They rely on their smartphones and mobile devices to stay in touch and pride themselves on their expertise. They prefer to buy American and travel in the US. This market is younger but growing in size and assets.

Characteristics

- Education: 65% with a high school diploma or some college.
- The unemployment rate is lower at 4.7% (Index 86) than the national average.
- Labor force participation typical of a younger population at 66.7% (Index 107).
- Traditional values are the norm here—faith, country, and family.
- Prefer to buy American and for a good price.
- Comfortable with the latest in technology, for convenience (online banking or saving money on landlines) and entertainment.
- Median Age: 36.1
- Median Household Income: \$59,800

Rustbelt Traditions (28.5%) - Rustbelt Traditions residents are a mix of married-couple families and singles living in older developments of single-family homes. While varied, the workforce is primarily white-collar, with a higher concentration of skilled workers in manufacturing, retail trade, and health care. Rustbelt Traditions represents a large market of stable, hard-working consumers with modest incomes but an average net worth of nearly \$400,000. Family-oriented, they value the time spent at home. Most have lived, worked, and played in the same area for years.

Characteristics

- Almost half (46%) of the households are married-couple families, similar to the US (48%), most without children (also similar to the US); the slightly higher proportion of singles (Index 105) reflects the aging of the population.
- The average household size is slightly lower at 2.47.
- They are movers, slightly more mobile than the US population (Index 109), but over 70 percent of householders moved into their current homes before 2010.
- Most residents live in modest, single-family homes in older neighborhoods built in the 1950s (Index 224).
- Nearly three quarters own their homes; nearly half of households have mortgages.
- Median Age: 39.0
- Median Household Income: \$51,800

American Dreamers (20.7%) - Located throughout the South and West, most American Dreamers residents own their own homes, primarily single-family housing—farther out of the city, where housing is more affordable. Median household income is slightly below average (Index 91). The majority of households include younger married-couple families with children and, frequently, grandparents. Diversity is high; many residents are foreign-born, of Hispanic origin. Hard work and sacrifice have improved their economic circumstance as they pursue a better life for themselves and their family. Spending is focused more on the members of the household than the home. Entertainment includes multiple televisions, movie rentals, and video games at home or visits to theme parks and zoos. This market is connected and adept at accessing what they want from the internet.

Characteristics

- American Dreamers residents are family-centric and diverse. Most are married couples with children of all ages or single parents; multigenerational homes are common (Index 201).
- The average household size is higher at 3.19 (Index 123).
- Residents tend to live further out from urban centers—more affordable single-family homes and more elbow room.
- Tenure is slightly above average with 64% owner occupancy; primarily single-family homes with more mortgages (Index 114) and slightly higher monthly costs (Index 115).
- Three-quarters of all housing has been built since 1970.
- Many neighborhoods are located in the urban periphery of the largest metropolitan areas across the South and West.
- Median Age: 32.5
- Median Household Income: \$50,900

Up and Coming Families (12.8%) - Up and Coming Families is a market in transition—residents are younger and more mobile and ethnically diverse than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new; their families are young. And this is one of the fastest-growing markets in the country.

Characteristics

- Education: 66% have some college education or degree(s).
- Hard-working labor force with a participation rate of 71% (Index 114) and low unemployment at 7% (Index 81).
- Most households (63%) have 2 or more workers.
- Careful shoppers, aware of prices, willing to shop around for the best deals, and open to influence by others' opinions.
- Seek the latest and best in technology.
- Young families are still feathering the nest and establishing their style.
- Median Age: 40.5
- Median Household Income: \$127,000

Green Acres (0.2%) - The Green Acres lifestyle features country living and self-reliance. They are avid do-it-yourselfers, maintaining and remodeling their homes, with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is also a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living also features a variety of sports: hunting and fishing, motorcycling, hiking and camping, and even golf. Self-described conservatives, residents of Green Acres remain pessimistic about the near future yet are heavily invested in it.

Characteristics

- Education: 60% are college-educated.
- Unemployment is low at 6% (Index 70); labor force participation rate is high at 67.4% (Index 108).
- Income is derived not only from wages and salaries but also from self-employment (more than 15% of households), investments (30% of households), and increasingly, from retirement.
- They are cautious consumers with a focus on quality and durability.
- Comfortable with technology, more as a tool than a trend: banking or paying bills online is convenient, but the Internet is not viewed as entertainment.
- The economic outlook is professed as pessimistic, but consumers are comfortable with debt, primarily as home and auto loans, and investments.
- Median Age: 43.0
- Median Household Income: \$72,000

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Future Land Use Plan



| Future Land Use Categories | City Limit | | ETJ | |
|------------------------------------|--------------|----------------|---------------|----------------|
| | Acreage | % | Acreage | % |
| Downtown District | 52 | 0.71% | 0 | 0.00% |
| Multi-family Residential | 394 | 5.35% | 42 | 0.27% |
| Town Residential | 298 | 4.05% | 134 | 0.86% |
| Medium Residential | 2,348 | 31.88% | 53 | 0.34% |
| Ranch/Estate Residential | 0 | 0.00% | 9,540 | 61.21% |
| Neighborhood Commercial | 203 | 2.76% | 5 | 0.03% |
| Regional Commercial | 326 | 4.43% | 31 | 0.20% |
| School | 105 | 1.43% | 0 | 0.00% |
| Park, Trails, Open Space | 500 | 6.79% | 549 | 3.52% |
| Industrial - Light | 985 | 13.37% | 140 | 0.90% |
| Unimproved (Unencumbered by Flood) | 681 | 9.25% | 2,754 | 17.67% |
| Others (ROW, Utilities, etc.) | 1,474 | 20.01% | 2,338 | 15.00% |
| Total Acreage (ac) | 7,366 | 100.00% | 15,586 | 100.00% |

Future Land Use Acreage and Distribution

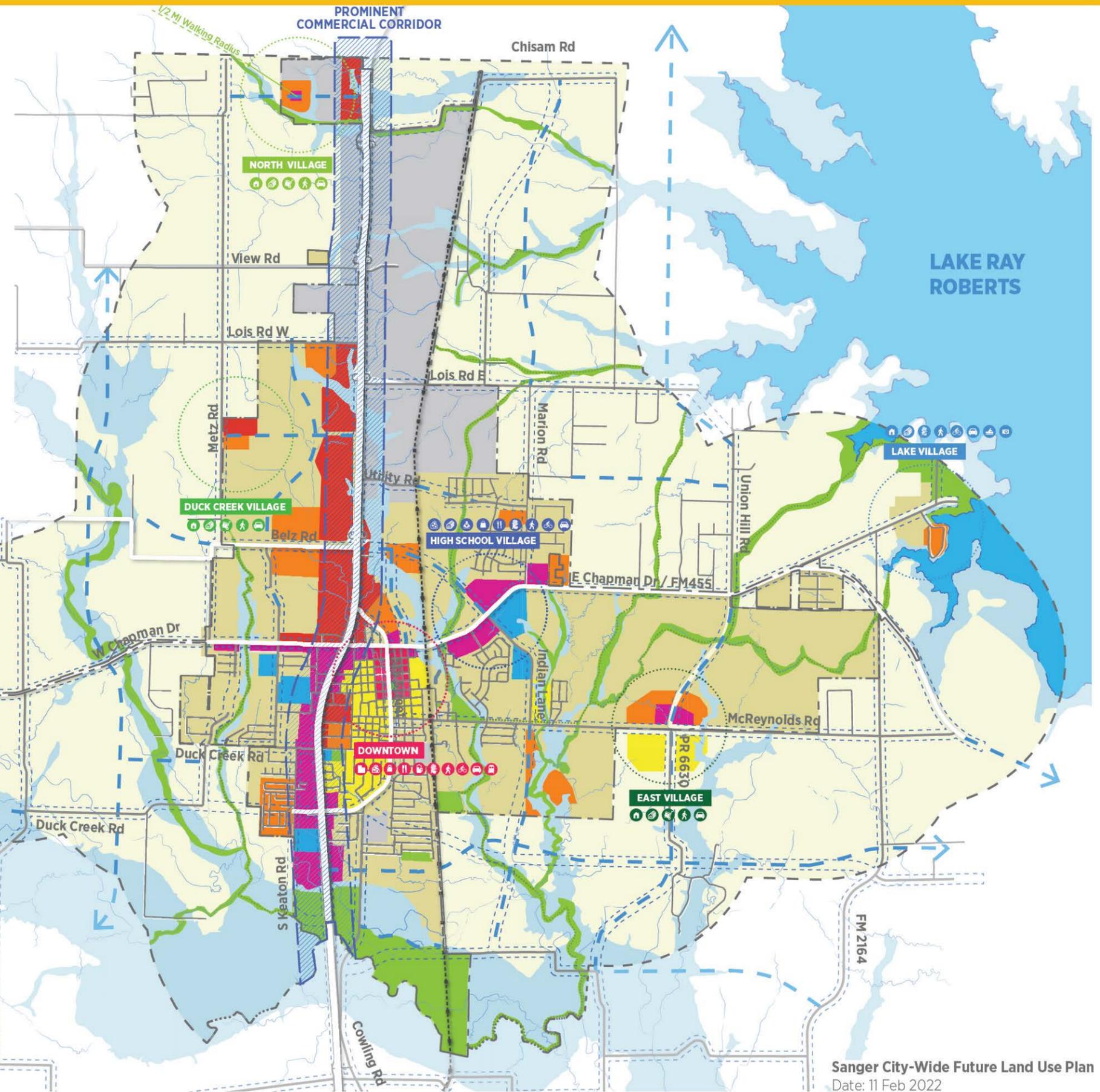
The land use projections shown in the table above are based off the Future Land Use Map. These numbers provide a general picture of how the land in the planning area (current city limits and ETJ) would be utilized based on the vision of this plan.

NOTES:

1. Areas within municipal boundary includes all the lands within existing city limits and some areas adjacent to city limits within ETJ boundary that the city oversees future growth in.
2. A Future Land Use Map is not designed to be scaled to define areas and/or acreage, it is intended, rather, to define relationships between uses.

LEGEND

- Downtown District
- Multifamily Residential
- Town Residential
- Medium Residential
- Ranch/Estate Residential
- Neighborhood Commercial
- Regional Commercial
- School
- Park, Trails and Open Space
- Industrial
- Stream
- Lake
- 100-year Floodplain
- Major Road
- Local Road
- Railroad
- Sanger City Boundary
- Neighborhood Centers | Villages
- Future Thoroughfare
- Thoroughfare (Built Road)
- Proposed Road
- Sanger ETJ (Extra-Territorial Jurisdiction)



Downtown Plan



LEGEND

- Urban Single Family Residential
- Urban Multi-Family Residential
- Urban Mixed Use
- Urban Retail
- Civic/Municipal
- Worship
- School
- Park
- Utility
- Parking
- Existing Building
- Intersection Improvement
- Street Trees



Sanger Downtown Plan
Date: 11 Feb 2022