

**ORDINANCE NO. 20\_\_-\_\_**

**AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF DENTON, TEXAS, AND HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 FOR RIGHT OF WAY CROSSING MAINTENANCE WITHIN HUNTER RANCH IMPROVEMENT DISTRICT NO. 1; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Denton, Texas (the “City”) and Hunter Ranch Improvement District No. 1 (the “District”) (collectively, the “Parties”) desire to enter into a Right of Way Crossings Maintenance Agreement (the “Agreement”) for the Hunter Ranch Development; and

**WHEREAS**, the District seeks the option to install brick pavers within the City’s Right-of Way at cross walks of intersections within Hunter Ranch (the “Crossings”) for the purposes of traffic calming and aesthetic place-making; and

**WHEREAS**, the Crossings standards and maintenance for street standards are different from the City’s Roadway Design contained in section 5.3 of the Transportation Design Criteria, located in the 2024 Design Criteria Manual standards and maintenance for street standards; and

**WHEREAS**, the City of Denton Transportation Division within Development Services and the Operations Division within Water Utility and Street Operations departments have reviewed the Crossing maintenance and construction standards and have found that the Crossings will not create a hazardous condition or obstruction to vehicular or pedestrian travel; and have also determined that the design of the Crossings include all reasonable planning to minimize potential injury or interference to the public use of the Crossings; and

**WHEREAS**, the District shall submit a Right of Way License permit for each intersection where the District wants to place a Crossing in the City Right of Way and the District shall install and maintain the Crossings once the ROW License permit is approved; and

**WHEREAS**, the District shall monitor, repair, replace, and provide any required maintenance for any brick pavers within the Crossings that may be broken, damaged, or deteriorated such that, in the City’s sole judgment, such condition creates a safety concern;

**NOW, THEREFORE,**

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The City Manager is hereby authorized to execute, on behalf of the City Council of the City of Denton, Texas, an Agreement for Right of Way Crossing Maintenance Agreement by and between the City of Denton, Texas, Hillwood Communities, and the District for the Hunter Ranch Development, which Agreement is attached hereto as Exhibit "A" and is incorporated by reference herein.

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

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**GERARD HUDSPETH, MAYOR**

**ATTEST:**  
**LAUREN THODEN, CITY SECRETARY**

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

**APPROVED AS TO LEGAL FORM:**  
**MACK REINWAND, CITY ATTORNEY**

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

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF DENTON   §

**RIGHT OF WAY CROSSING MAINTENANCE  
AGREEMENT BETWEEN  
HUNTER RANCH IMPROVEMENT DISTRICT NO. 1  
AND  
THE CITY OF DENTON**

THIS AGREEMENT (the “Agreement”) is made by and among Hunter Ranch Improvement District No. 1, a conservation and reclamation district (the “District”) described and depicted on Exhibit A (“Hunter Ranch”) and the City of Denton, Texas (the “City”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the District was created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and is governed by Chapter 3980, Special District Local Laws Code and Chapter 375, Local Government Code; and

**WHEREAS**, the City and the District entered into an Operating Agreement, Master Plan Community Agreement, and Project Agreement dated April 7, 2020 and an amendment to the Operating Agreement and Project Agreement, dated May 7, 2024 (the “Agreements”); and

**WHEREAS**, the District desires the option to install brick pavers within the City’s Right-of Way at cross walks of intersections within Hunter Ranch (the “Crossings”) for the purposes of traffic calming and aesthetic place-making; and

**WHEREAS**, the City does not object to the presence of the Crossings so long as they present no financial, legal, or operational burden to the City; and

**WHEREAS**, in order to reduce administrative burden on the City, the District and the City desire to have a streamlined process for the Crossings; and

**WHEREAS**, The City’s Roadway Design standards and maintenance for streets are contained in section 5.3 of the Transportation Design Criteria, located in the 2024 Design Criteria Manual; the Crossing standard details, specifications, and materials are attached hereto as **Exhibit B** (the

RIGHT OF WAY CROSSING MAINTENANCE AGREEMENT FOR  
HUNTER RANCH IMPROVEMENT DISTRICT NO. 1

**“Crossings Standards”**); and

**WHEREAS**, while the Denton Code of Ordinances, Chapter 25, Article 2, Division 3 “Right of Way Construction Management,” has provisions and procedures for granting temporary permissions for construction to occur in the right of way, or for utilities to locate within the Right of Way, it does not contemplate permissions for permanent alteration of the street surface, such as proposed with the Crossings; and

**WHEREAS**, the Parties desire for Chapter 25 of the Code of Ordinances to govern as much of the process of approving, installing, and maintaining the Crossings as possible; therefore, Parties intend that for the purposes of this Agreement only, the definition of “Facility” within the Denton Code of Ordinances, Chapter 25, Sec. 25-73 includes the proposed brick paver crossings; and

**WHEREAS**, the Parties mutually desire to enter into this Agreement for the purposes of: confirming that the Right of Way construction permit process codified in Code of Ordinances Sec. 25-71 et. seq. applies to the Crossings (the **“ROW License”**) and memorializing the standard details, specifications, and materials for the Crossings, and specifying each Party’s role with regard to installation and maintenance of the Crossings, and

**NOW, THEREFORE**, this Agreement is hereby made and entered into by the Parties herein:

**WITNESSETH:**

**I. Recitals**

The recitals to this Agreement are incorporated herein for all purposes.

**II. Purpose**

The Parties hereby enter into this Agreement in order to confirm that Chapter 25 of the Denton Code of Ordinances governs the ROW License permit review process and establish that the Crossings Standards attached hereto and incorporated herein for all purposes as **Exhibit B**, will apply to each individual Crossings ROW License request.

**III. Application, Installation, Maintenance**

3.1 District. District shall submit Right of Way License permit application(s) that show each intersection for which the District want to place a Crossing using the checklist attached hereto and incorporated herein as **Exhibit C** (the “**Right of Way License Permit Checklist**”) as well as any additional information or fees required under Code of Ordinances Sec. 25-77 and Sec. 25-79. District shall also submit for review, approval, and inspection by the City any additional permits and approvals necessary for construction within the Right of Way.

3.2 City. The City shall manage the ROW License requests pursuant to standard processing under Code of Ordinances Chapter 25, with the following adjustments.

- a. The definition of “Facility” is expanded – only for this Agreement – to include brick paver cross walks, as described on the Crossing Standards in Exhibit B.
- b. The Crossing Standards in Exhibit B shall be considered approved with this Agreement, and therefore do not require subsequent technical analysis, unless necessitated by site-specific factors, in the City Engineer’s discretion.

3.3 District. The District shall install and maintain the Crossings once the ROW License permit and any other permits required for construction within the ROW are approved. The District shall monitor, repair, replace, and provide any required maintenance for any brick pavers within the Crossings that, in the City’s sole judgment, create a safety concern due to being broken, damaged, or deteriorated. The District shall repair or replace any brick pavers within the Crossings that are impacted by City emergency or planned infrastructure work. All maintenance and repair work within the Crossings shall be at the District’s sole cost. The District will provide the City with contact information for the appropriate person (the “**Crossings Maintenance Contact**”) to receive notifications regarding emergency or planned infrastructure work, or to respond to complaints received regarding Crossing maintenance. The District and/or the District’s Crossings Maintenance Contact will coordinate with Street Operations regarding emergency or planned infrastructure work.

#### **IV. License Fees**

The City requires that users of its Right of Way, such as franchise utilities, pay yearly license fees for their usage of space within City’s ROW. In consideration of District’s undertaking of ongoing maintenance and repair, City agrees to that the yearly license fee for the Crossings is \$0.00 per year.

## **V. Incorporation**

City of Denton Code of Ordinances Chapter 25, Article 2, Division 3 shall govern matters not specified in this Agreement. For the avoidance of doubt, this includes, but is not limited to, matters such as Right of Way permit revocation (Sec. 25-78(c)), Insurance Requirements (Sec. 25-83), and indemnification (25-85).

## **VI. Termination**

This agreement may be terminated in whole, or in part, by District or the City upon thirty days written notice to the other party. Costs and responsibility for the Crossings shall be determined as follows:

a) If, after notice and an opportunity to cure, the District fails to meet their obligations under 3.3 of this Agreement, and City exercises its termination right, the District shall obtain any required ROW construction permits and shall bear the cost and responsibility of converting the Crossings back to City of Denton standards. Termination of this agreement shall not be effective until the City has inspected and accepted converted Crossings via its standard public improvement acceptance process.

b) If the City terminates for any other reason, City will bear the cost and responsibility for all future handling of the Crossings and shall have the option to either continue to maintain the Crossings or convert them back to City of Denton street standards.

c) If the District terminates, for any reason, then Code of Ordinances 25-95 "Standards for repair and restoration" and 25-98 "Abandonment and removal of facilities" shall govern.

## **VII. Notice**

This Agreement may be amended only by written instrument signed by the Parties. Notices shall be directed as follows:

For City: Sara Hensley, City Manager  
City of Denton, Texas  
215 East McKinney Street  
Denton, Texas 76201

For the District: Hunter Ranch Improvement District No. 1 of Denton County, Texas

c/o Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

Copy To: Lauren Thoden, City Secretary  
City of Denton, Texas  
215 East McKinney Street  
Denton, Texas 76201

Mack Reinwand, City Attorney  
City of Denton, Texas  
215 East McKinney Street  
Denton, Texas 76201

### **VIII. Additional Provisions**

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

7.2 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

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

7.4. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

7.5. Entire Agreement. This agreement represents the entire integrated agreement between District, Developer, and the City as to the Crossings and supersedes all prior negotiations, representations, and/or agreements, either oral or written.

7.6. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is in perpetuity.



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST**

**CITY OF DENTON, TEXAS**

215 East McKinney Street  
Denton, Texas 76201

By: \_\_\_\_\_  
Lauren Thoden, City Secretary

By: \_\_\_\_\_  
Sara Hensley  
City Manager

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

M. Michelle Reynolds  
Signature  
Development Project Facilitator Manager  
Title  
Development Services  
Department

Haley Negron  
By: \_\_\_\_\_  
**APPROVED AS TO LEGAL FORM:**  
Mack Reinwand, City Attorney

Date Signed: 4/11/2025

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Sara Hensley, being City Manager of the City of Denton, on behalf of said municipality.

Name: \_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_



Executed this 26 day of MARCH, 2025.

**DISTRICT**

Hunter Ranch Improvement District No. 1 of Denton County  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

By and through its authorized agent:

ALAN HOFFMAN (Print)

PRESIDENT (Title)

[Signature] (Sign)

**ACKNOWLEDGMENTS**

STATE OF TEXAS §

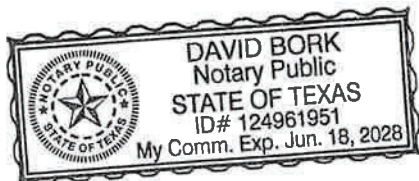
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COUNTY OF DENTON §

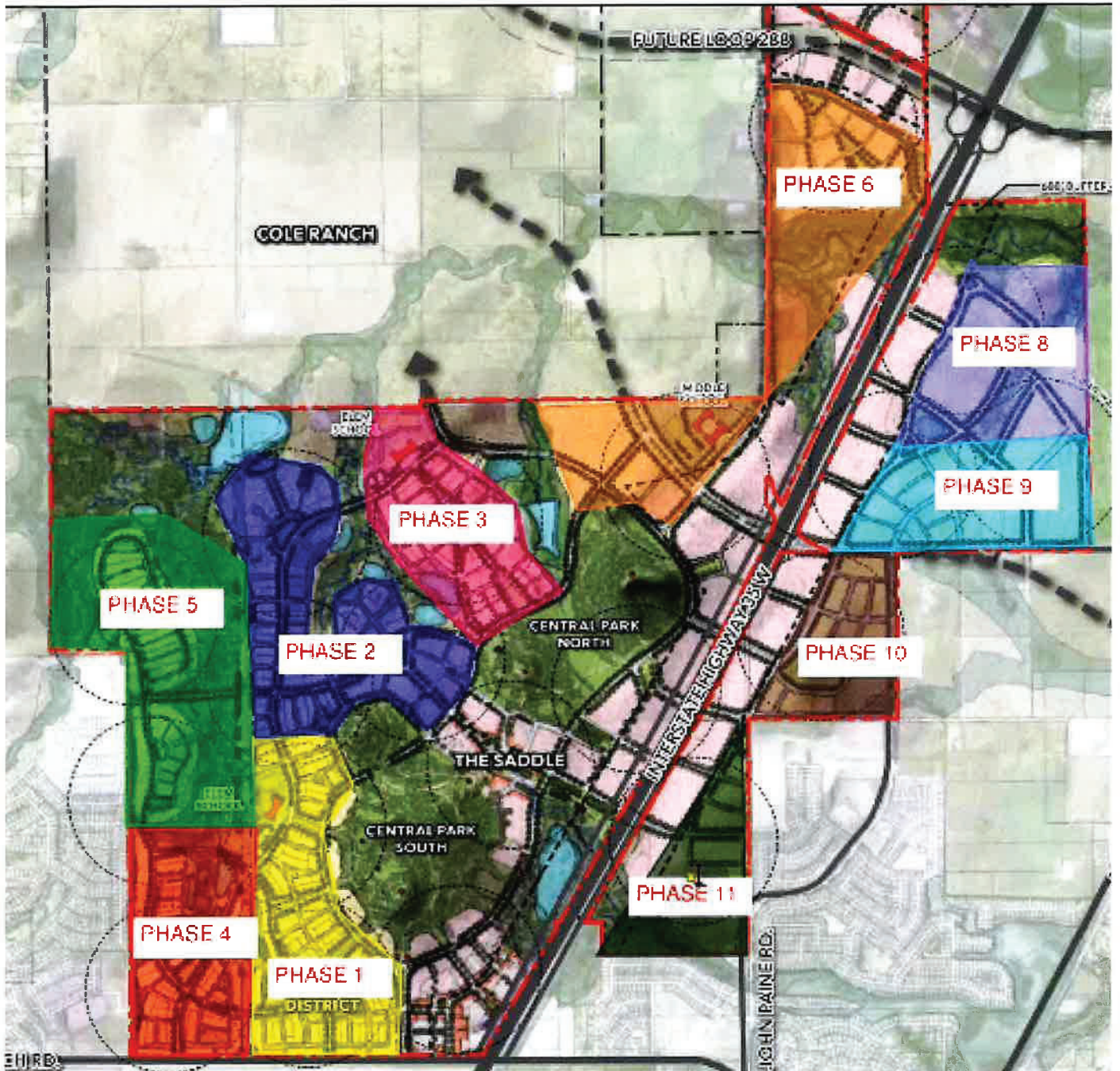
This instrument was acknowledged before me on the 26th day of MARCH 2025 by ALAN HOFFMAN (name), being PRESIDENT (title), on behalf of said District.

Name: [Signature]  
Notary Public, State of Texas

My Commission expires: 6/18/2028

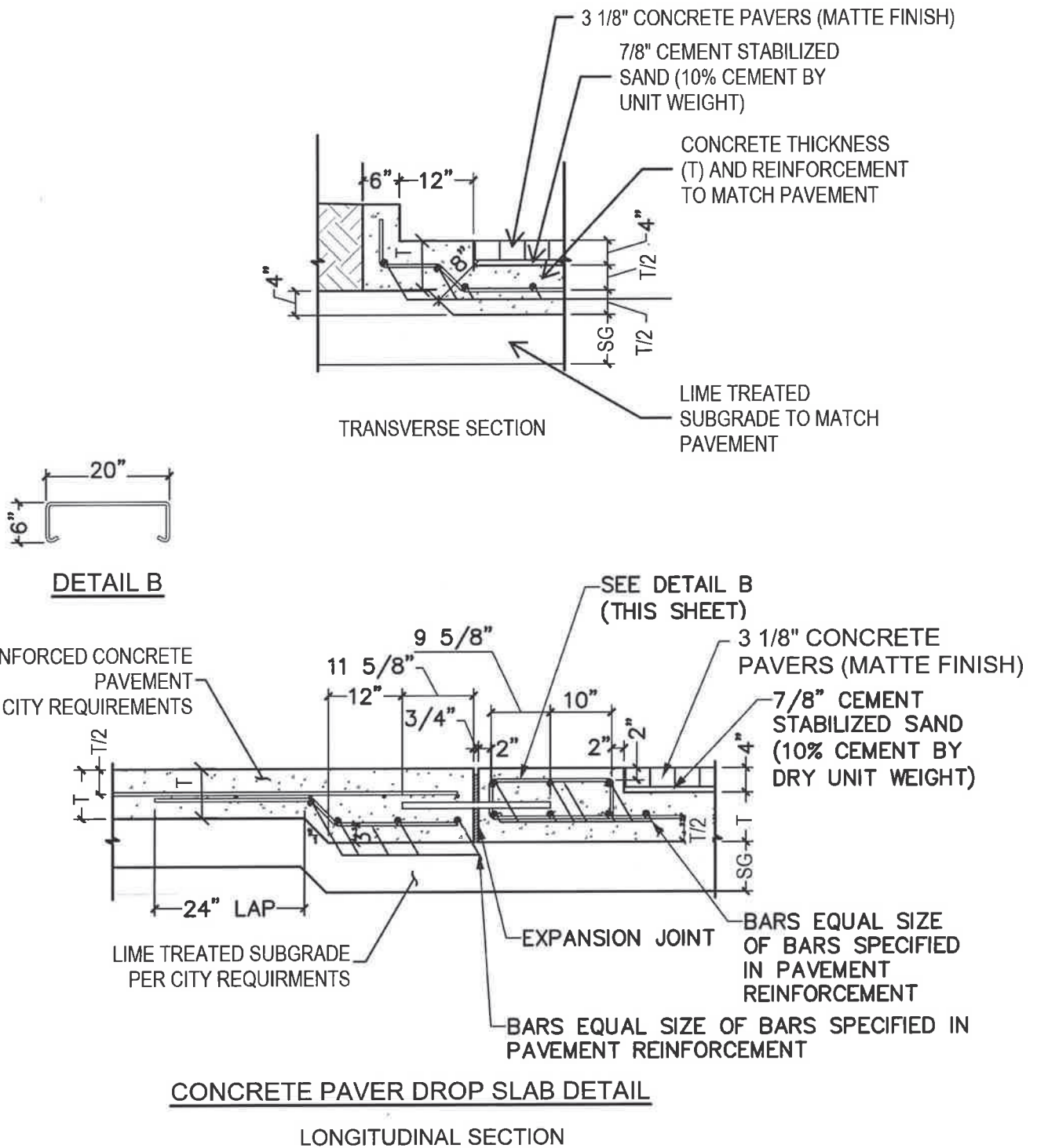


**EXHIBIT A:**  
**Hunter Ranch Improvement District No. 1 Depiction**



**EXHIBIT B: Brick Paver Crossing Standards – applicable to all Phases**

a concrete paver detail sheet that was included in the civil engineering plans for phase 1 of the Hunter Ranch Project





## EXHIBIT C: Right of Way License Permit Checklist

This checklist is only applicable to the Crossings for Hunter Ranch Improvement District No. 1



### Development Services

401 N. Elm St., Denton, TX 76201 • (940) 349-8541

## PUBLIC RIGHT OF WAY LICENSE AGREEMENT

Before submitting an application, please submit a request to the Development Services Department as the Public Right of Way License is vetted for consideration as this agreement may not be the appropriate development mechanism.

Please note this checklist is intended to assist applicants in the preparation of submittals for a person or entity who wants to use a portion of the City of Denton public right of way for a specific purpose of the City of Denton for a private or specific use. Under special circumstances, additional items may be required through the review process prior to further administration of the request.

If a license is approved, the license will grant use of the public right of way for the stated purpose. It is the responsibility of the applicant to obtain any required permits where additional fees may apply. If more than one location is needed, each location will require its own license.

See Submission Date schedule for application submission deadlines. A complete City of Denton Development Services Development Application form, the appropriate fee (as listed on the Development Review Fee Schedule).

Licensee is required to procure and maintain at its sole cost and expense.

Questions regarding this type of action request and the respective application requirements are best directed to:

Development Services Department, 401 N Elm St, Denton, Tx., 76201, office: 940-349-8541

### ITEMS TO BE SUBMITTED

- ☐ 1.1 Development Services Application
- ☐ 1.2 Maintenance Agreement: Requires City Council Approval
- ☐ 1.3 Project Narrative: Written proposal from the petitioner(s) which describes a general overview of the proposed use and description of the license area and a listing of the accompanying application support materials that will provide the most practicable details to the following requirements: All items below can be submitted as a single document.
  - a. Construction plans and specifications signed and sealed by a professional engineer, showing the proposed location, course, materials, specification, details, and alignment of the license area including basic components of a formal construction plan are necessary including a title block, legend, and indication of cardinal direction, proposed pipelines(s) within the jurisdiction of the City of Denton;
  - b. Construction plan should include site plans and drawings showing the proposed license area to be used, if applicable (include measurements, dimensions, and utility locations.
  - c. Plat of area (showing City Block/Lot)

**EXHIBIT C: Right of Way License Permit Checklist cont.**



**Development Services**

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401 N. Elm St., Denton, TX 76201 • (940) 349-8541

- ☐ 1.4 The contact(s) including business address and telephone number(s) of the person(s) responsible for any required the maintenance should damage, repair, or deterioration occurs in the license area.
- ☐ 1.5 The contact(s) including business address and telephones number(s) for emergencies or should the City need to perform planned work or receive complaints regarding the maintenance in the license area.

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Signature

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Date

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Print Name