

ORDINANCE NO. 26-0981

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS, A DULY ORGANIZED POLITICAL SUBDIVISION OF THE STATE OF TEXAS, TO PROVIDE FOR FUNDING OF THE MAINTENANCE AND ACQUISITION OF ARTIFACTS; FOR THE DESIGN AND CONSTRUCTION OF PARK IMPROVEMENTS INCLUDING REHABILITATION OF STRUCTURES WITHIN THE PARK, PARKING LOT IMPROVEMENTS, WALKING TRAILS, AND OTHER FEATURES TYPICAL OF A PARK (THE "PROJECT"); AND FOR THE OPERATION OF A PUBLIC PARK ON THE 10.2 ACRES OF LAND LOCATED ON THE EVERS FARM PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County (the "County") and the City of Denton (the "City") mutually desire to enter into an Interlocal Cooperative Agreement (the "Agreement"), the form of which is attached hereto as Exhibit "A" and fully incorporated herein for all purposes, to provide for funding of the maintenance and acquisition of artifacts; for the design and construction of park improvements including rehabilitation of structures within the park, parking lot improvements, walking trails, and other features typical of a park (the "Project"); and for the operation of a public park on the 10.2 acres of land located on the Evers Farm property; and

WHEREAS, the County will design and construct the Project with the City agreeing to contribute an amount which shall not exceed SEVEN HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$783,450.00) based on the available funding provided through the Park Development Agreement between the City and Jefferson North Elm, LLC, approved by Ordinance No. 25-754; and

WHEREAS, pursuant to the Agreement, the County agrees to construct the Project in accordance with Chapter 22 of the City of Denton Code of Ordinances, keep the Property open to the public for use as a park, and retain the acreage as Denton County Parkland indefinitely; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the completion of the Project which involves parks which are an integral part of the County's and the City's provision of public services, and the Parties are undertaking the Project to benefit the public through access to a quality park system; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby

incorporated into the body of this ordinance and are found to be true and correct.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the written contract which is attached hereto and incorporated herein as Exhibit A, and to take any actions deemed necessary for the exercise of the City's rights or obligations thereunder in the discretion of the City Manager or the City Attorney, including the expenditure of funds in an amount not-to-exceed \$783,450.00.

SECTION 3. The City Council of the City of Denton hereby delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. 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 [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Michael Ferrie Jr., At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

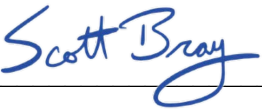
BY:  Scott Bray
Deputy City Attorney

Exhibit “A”
Interlocal Cooperative Agreement

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY AND THE CITY OF DENTON**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the City of Denton, Texas (“the City”), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide for funding of the maintenance and acquisition of artifacts; for the design and construction of park improvements including rehabilitation of structures within the park, parking lot improvements, walking trails, and other features typical of a park (the “Project”); and for the operation of a public park on the 10.2 acres of land located on the Evers Farm property that is described and depicted as Subdistrict B (the “Property”) on City of Denton Ordinance No. PD24-0002a, a copy of which is attached hereto and incorporated herein as Exhibit A (the “Evers Farm PD”); and

WHEREAS, the County will design and construct the Project with the City agreeing to contribute an amount which shall not exceed SEVEN HUNDRED EIGHTY THREE THROUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$783,450.00), based on the available funding provided through the Park Development Agreement with Jefferson North Elm, LLC executed by the City of Denton on May 20, 2025 pursuant to Ordinance No. 25-754 (the “Park Development Agreement”), toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the completion of the Project which involves parks which are an integral part of the County’s and the City’s provision of public services, and the Parties are undertaking the Project to benefit the public through access to a quality park system;

WHEREAS, the County agrees to construct the Project in accordance with Chapter 22 of the City of Denton Code of Ordinances, keep the Property open to the public for use as a park, and retain the acreage as Denton County Parkland indefinitely;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services relating to the development and operation of public parks. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, the County is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the City hereby agree that the County shall design and construct the Project, and the City shall contribute an amount which shall not exceed SEVEN HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$783,450.00) toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and Denton County.

III.

The City shall pay to the County an amount not to exceed the lesser of SEVEN HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$783,450.00) or the amount of Park Development Fees (as provided for in Section 22-39 of the Denton Code of Ordinances) actually received by the City pursuant to the Park Development Agreement (the "City Contribution").

IV.

The County agrees to provide the Project and the associated improvements in accordance with Chapter 22 of the City of Denton Code of Ordinances, to keep the park open to the public similar to other parks within the City of Denton, and to maintain the Property as a park. The City shall

provide the City Contribution within thirty (30) days of receipt of the Park Development fees paid by the developer in accordance with the Park Development Agreement.

V.

This exchange of funding and in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

Upon completion of the Project, the County shall notify the City in writing of the expenses incurred during the course of the Project to ensure that all expenditures are made in a manner which is consistent with the terms of this Agreement. In the event the County fails to complete the Project within 5 years of the Effective Date of this Agreement, all funds provided by the City pursuant to this Agreement that have not been expended on the Project shall immediately revert and be repaid to the City. .

VII.

County acknowledges that the Property is designated as “Park Land Dedication Area, PD-PF” by the Evers Farm PD, and any land use not expressly permitted thereby is prohibited. Any change to the character or use of any portion of the Property to be inconsistent with its continued operation as a public park requires the consent of the City, as evidenced by a written resolution or ordinance of the Denton City Council. If the County fails to comply with the Evers Farm PD or changes the use of the property to be inconsistent with its continued operation as a public park within 20 years of the completion of the Project, the County shall return any funds paid to the County under this Agreement to the City.

VIII.

This Agreement may be terminated in whole, or in part, by the County or the City upon thirty (30) days written notice to the other party, except that the County’s obligations to return funds to the City for failure to perform its obligations hereunder shall survive termination of this Agreement.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City:

City Manager
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Ingrid Rex, Interim City Secretary
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Mack Reinwand, City Attorney
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

For County:
Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To:
Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The County agrees to accept full responsibility for the acts, negligence and omissions of all County employees, agents, subcontractors or contract laborers.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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

XV.

The undersigned officers and 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.

XVI.

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 for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2026.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF DENTON, TEXAS
215 E. McKinney Street
Denton, Texas 76201

By: _____
Honorable Andy Eads
Denton County Judge
Texas Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Cassey Ogden
Interim City Manager, City of Denton,
Acting by and on behalf of the authority
of the City of Denton, Texas

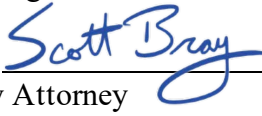
ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

This agreement has been approved as to legal form

By:  Scott Bray
Deputy City Attorney
City Attorney

This agreement has been both reviewed and approved as to operational and business terms

By: _____

Director of Development Services

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas,
under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide park improvements on the Property. The Project shall be located entirely within the municipal limits of the City of Denton and Denton County Commissioner Precinct #1.

The County hereby agrees to contribute funding towards the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Denton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

Exhibit A

City of Denton Ordinance No. PD24-0002a (Evers Farm PD)

ORDINANCE NO. PD24-0002a

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION ON APPROXIMATELY 25.96 ACRES OF LAND FROM A RESIDENTIAL 2 (R2) DISTRICT TO A PLANNED DEVELOPMENT (PD) WITH MIXED-USE NEIGHBORHOOD (PD-MN) AND PUBLIC FACILITIES (PD-PF) BASE ZONING DISTRICTS. THE SITE IS GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH ELM STREET AND NORTH LOCUST STREET IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF \$2,000.00 FOR VIOLATIONS THEREOF; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (PD24-0002a, Jefferson North Elm)

WHEREAS, Aimee Bissett of 97 Land Company, applied on behalf of the property owner, Greater Texas Land Resources, LP, for a zoning change from Residential 2 (R2) District to a Planned Development (PD) with Mixed-Use Neighborhood (PD-MN) and Public Facilities (PD-PF) base zoning districts on approximately 25.96 acres, legally described and depicted in Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, on September 11, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, and having held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (3-2) of the amendment; and

WHEREAS, on October 15, 2024, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards for a zoning change to a Planned Development (PD) District set forth in Section 2.7.3 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the zoning classification of the property, have determined that the proposed use is in the best interest in the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; 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 and found to be true.

SECTION 2. The zoning district and use classification for the Property is hereby changed from Residential 2 (R2) District to a Planned Development (PD) with Mixed-Use Neighborhood (PD-MN) and Public Facilities (PD-PF) base zoning districts. The Development Standards for the Property are described in Exhibit "B" attached hereto and incorporated herein by reference, and

the PD Development Plans depicting development layout, landscaping, and building elevations for the Property is provided in Exhibit "C" attached hereto and incorporated herein by reference. Development of the Property shall be in accordance with the Development Standards in Exhibit "B" and the Development Plans in Exhibit "C".

SECTION 3. No development plans (i.e. zoning compliance plan, civil engineering plans, tree preservation plans, and/or plats) shall be approved for the multifamily development of the PD-MN area until a park development agreement for the PD-PF area is approved by the City and executed by the City and Developer of the multifamily.

SECTION 4. The City's official zoning map is hereby amended to show the change in the zoning district and use classification.

SECTION 5. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 6. Penalty. Any person, firm, entity or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding \$2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 7. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

The motion to approve this ordinance was made by Paul Meltzer and seconded by Brian Beck, the ordinance was passed and approved by the following vote 7 - 0]:

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

PASSED AND APPROVED this the 15th day of October, 2024.


GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: 



Exhibit A
Legal Description – Subdistrict A

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 186, Denton County, Texas, and being part of a called 25.976 acre tract of land described in Special Warranty Deed to Greater Texas Land Resources, Et Al recorded in instrument No. 2023-59521, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING PK nail found for the most easterly northeast corner of said 25.976 acre tract, in the west right-of-way line of North Locust Street (a variable width right-of-way);

THENCE with said west right-of-way line of North Locust Street, the following courses and distances:

South 03°27'09" East, a distance of 100.10 feet to a 1/2" iron rod found for corner;
South 00°35'09" East, a distance of 33.30 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;
South 00°45'51" West, a distance of 706.48 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northeast end of a corner clip at the intersection of said west right-of-way line of North Locust Street and the north right-of-way line of North Elm Street (a variable width right-of-way);

THENCE with said corner clip, South 45°36'24" West, a distance of 25.00 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southwest end of said corner clip, from which a 3-1/4" iron rod with aluminum disk stamped "TXDOT ROW MONUMENT PBS 2144" found bears North 51°02'53" East, a distance of 6.22 feet;

THENCE with said north and northeast right-of-way line of North Elm Street, the following courses and distances:

North 89°23'36" West, a distance of 369.04 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 334.46 feet, a central angle of 30°33'52", and a chord bearing and distance of North 62°50'43" West, 176.31 feet;
In a northwesterly direction, with said non-tangent curve to the right, an arc distance of 178.42 feet to a 1/2" iron rod found at the beginning of a non-tangent curve to the left with a radius of 906.09 feet, a central angle of 10°29'45", and a chord bearing and distance of North 53°06'57" West, 165.75 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 165.98 feet to a 3-1/4" iron rod with aluminum disk stamped "TXDOT MONUMENT PBS 2365" found for corner;

North 58°45'53" West, a distance of 105.52 feet to a 3-1/4" iron rod with aluminum disk stamped "TXDOT MONUMENT PBS 2364" found at the beginning of a non-tangent curve to the left with a radius of 3,879.72 feet, a central angle of 04°29'02", and a chord bearing and distance of North 60°37'10" West, 303.54 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 303.61 feet to a point for corner;

THENCE departing said north right-of-way line of Windsor drive, over and across said 25.976 acre tract, the following courses and distances:

North 42°00'00" East, a distance of 165.25 feet to a point for corner;

South 48°00'00" East, a distance of 53.38 feet to a point for corner;

North 42°00'00" East, a distance of 238.39 feet to a point for corner;

North, a distance of 163.10 feet to a point for corner;

North 41°03'54" East, a distance of 70.89 feet to a point for corner;

North 48°56'06" East, a distance of 245.79 feet to a point for corner in the southwest line of a called 0.65 acre tract described in Warranty Deed to the City of Denton Texas, a Municipal Corporation, recorded in Volume 1196, Page 442, Deed Records, Denton County, Texas;

THENCE with said southwest line of the 0.65 acre tract and the south line of said 0.65 acre tract, the following courses and distances:

South 41°03'46" East, a distance of 221.71 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 89°17'24" East, a distance of 440.00 feet to the **POINT OF BEGINNING** and containing 686,345 square feet or 15.7563 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Legal Description – Subdistrict B

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 186, Denton County, Texas, and being part of a called 25.976 acre tract of land described in Special Warranty Deed to Greater Texas Land Resources, Et Al recorded in instrument No. 2023-59521, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with red plastic cap stamped "KHA" set at the north end of a corner clip at the intersection of the east right-of-way line of Windsor Drive (a variable width right-of-way) and the northeast right-of-way line of North Elm Street (a variable width right-of-

way) and being the beginning of a non-tangent curve to the left with a radius of 570.83 feet, a central angle of 25°02'14", and a chord bearing and distance of North 20°16'08" East, 247.46 feet;

THENCE with said east right-of-way line and the south right-of-way line of Windsor Drive the following courses and distances:

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 249.44 feet to a 1/2" iron rod with yellow plastic cap found for corner;

North 07°45'01" East, a distance of 209.42 feet to a 1/2" iron rod with yellow plastic cap stamped "H&N 1849" found at the beginning of a tangent curve to the right with a radius of 345.00 feet, a central angle of 69°10'03", and a chord bearing and distance of North 42°20'02" East, 391.65 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 416.48 feet to a 1/2" iron rod with yellow plastic cap stamped "H&N 1849" found for corner;

North 76°55'01" East, a distance of 100.10 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 478.35 feet, a central angle of 32°33'02", and a chord bearing and distance of South 86°48'25" East, 268.12 feet;

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 271.76 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the west line of a called 0.65 acre tract of land described in Warranty Deed to the City of Denton Texas, a Municipal Corporation, recorded in Volume 1196, Page 442, Deed Records, Denton County, Texas;

THENCE departing said south right-of-way line of Windsor Drive, with said west line and the southwest line of the 0.65 acre tract, the following courses and distances:

South 00°38'27" East, a distance of 244.62 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

South 41°03'46" East, a distance of 12.76 feet to a point for corner;

THENCE departing said southwest line of the 0.65 acre tract, over and across said 25.976 acre tract, the following courses and distances:

South 48°56'06" West, a distance of 245.79 feet to a point for corner;

South 41°03'54" East, a distance of 70.89 feet to a point for corner;

South, a distance of 163.10 feet to a point for corner;

South 42°00'00" West, a distance of 238.39 feet to a point for corner;

North 48°00'00" West, a distance of 53.38 feet to a point for corner;

South 42°00'00" West, a distance of 165.25 feet to a point for corner in said northeast right-of-way line of North Elm Street and being the beginning of a non-tangent curve to the left with a radius of 3,879.72 feet, a central angle of 03°27'18", and a chord bearing and distance of North 64°35'20" West, 233.91 feet;

THENCE with said northeast right-of-way line of North Elm Street, the following courses and distances:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 233.95 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner and being the beginning of a reverse curve to the right with a radius of 3,759.72 feet, a central angle of $01^{\circ}28'32''$, and a chord bearing and distance of North $65^{\circ}34'42''$ West, 96.83 feet;

In a northwesterly direction, with said reverse curve to the right, an arc distance of 96.83 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the southeast end of said corner clip;

THENCE with said corner clip, North $17^{\circ}38'34''$ West, a distance of 20.12 feet to the **POINT OF BEGINNING** and containing 444,288 square feet or 10.1995 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT B - DEVELOPMENT STANDARDS

PD24-0002

Jefferson North Elm

25.96 acres

PD-MN, Multi-Family Land Use – 15.76 acres

PD-PF, Park Land Dedication and Amenities – 10.20 acres

City of Denton, Denton County, Texas

SECTION 1: Purpose Statement

The purpose of the proposed Planned Development (PD) is to facilitate a clustered multi-family development on 15.76 acres while preserving 10.20 acres of open space and existing trees, adding trails and amenities, and dedicating this area to the City of Denton Parks Department.

The regulations set forth in these development standards are for the PD District which consists of approximately 25.96 acres described in Exhibit A.

SECTION 2: Definitions

Clustered Multi-Family Development: A multi-family development in which density is allowed to be concentrated in exchange for permanent protection of open space. The purpose is to protect sensitive lands and common open space areas.

Park Land Dedication Area: An area within the Planned Development District that has been designated for Tree Preservation and Open Space which exceeds 30% of the overall development and is consistent with the *intent of the Preferred Land Preservation Plan and the goals of the Comprehensive to preserve open space*. This area will have a base zoning designation of Public Facilities (PF), will be considered acreage within the Development Impact Area, and will include trails, benches, and amenities for public use.

SECTION 3: Zoning

Where modifications are not expressly authorized within the Planned Development Standards, all requirements of the Denton Development Code, as amended, must be met.

This PD establishes two subdistricts with separate base zoning districts:

Subdistrict A: Multi-Family Land Use, PD-MN (15.76 acres)

Subdistrict B: Park Land Dedication Area, PD-PF (10.20 acres)

3.1 Subdistrict A

Subdistrict A has a base zoning district of Mixed-Use Neighborhood (MN) containing a primary land use of multi-family dwelling units. Accessory Uses are permitted as listed below. Subdistrict A shall follow the development standards only as provided for in the Mixed-Use Neighborhood (MN) District of the DDC. Uses allowed within this Subdistrict shall be limited to only those uses listed in Section 3.1.1 below. Otherwise, all requirements of the 2019 Edition of the Denton Development Code (DDC), as amended, shall apply except where modified herein.

3.1.1 Permitted Uses

Primary Uses

Multi-family Dwelling Units

Accessory Uses

Amenity Centers

Leasing Offices

Garages and Car Ports

Home Occupations

Swimming Pools

Onsite Resident Amenities

3.1.2 Subdistrict A Dimensional Standards

Dimensional standards required for the MN Zoning District apply to this development, except as amended in this Section.

The maximum building height is 55', with the approval of this Planned Development.

3.2 Subdistrict B

Subdistrict B has a base zoning district of Public Facilities. Uses allowed within this Subdistrict shall be limited to only those uses listed in Section 3.2.1 below. Otherwise, all requirements of the 2019 Edition of the Denton Development Code (DDC), as amended, shall apply except where modified herein.

3.2.1 Permitted Land Uses

Park
Playground
Open Space

3.2.2 Prohibited Land Uses

Any land use not expressly permitted within these PD Standards.

3.2.3 Subdistrict B Dimensional Standards

Dimensional standards required for the PF Zoning District apply to this development.

SECTION 4: Development Standards

This PD shall comply with the development standards listed in this Section below, and in accordance with the Zoning Plan, Development Plan, Landscape Plan, and Building Elevations with attached Exhibits respectively.

4.1 Landscape Standards

All requirements of DDC Subchapter 7.7, Landscaping, Screening, Buffering, and Fences shall apply to this Planned Development, except where amended by this Section.

4.1.1 COMPATIBILITY BUFFER

No Landscape Buffer will be required between Subdistrict A and Subdistrict B, as both are developing uses within this Planned Development.

4.1.2 LANDSCAPE AND TREE CANOPY REQUIREMENTS

DDC Subsection 7.7.5 Table 7.D Shall Apply except that:

- A. Minimum Landscape Area for Subdistrict A shall be 30%
- B. Minimum Landscape Area for Subdistrict B shall be 90%
- C. Minimum Tree Canopy Coverage for Subdistrict A shall be 40%
- D. Minimum Tree Canopy Coverage for Subdistrict B shall be 50%
- E. A combination of parking lot landscaping elements from DDC Subsection 7.7.5 Table 7.E shall be permitted as shown on the Development Plan, including:
 - a. Internal landscape islands with an area of at least 9 feet by 10 feet containing at least one canopy tree; and
 - b. Landscape medians at least 8 feet wide running the length of a parking row and containing at least one large canopy tree per 30 linear feet

4.1.3 TREE PRESERVATION REQUIREMENTS

The total Planned Development Area shall have a minimum tree preservation requirement of 40%.

4.2 Parking Standards

4.2.1 Amount of Off-Street Parking Required:

The minimum parking requirement is 1 space per bedroom. A studio is considered equivalent to a 1-bedroom dwelling unit. A minimum of 653 parking spaces are required, plus 112 guest parking spaces, resulting in 765 spaces provided.

4.2.2 Off-Street Parking Layout and Design

Parking located between the front building façade and adjacent street frontage is permitted where shown on the PD Development Plan.

4.3 Site and Building Design Standards

4.3.1. All requirements of DDC Subchapter 7.10.4, Multifamily Site and Building Design shall apply to the multifamily use in this PD, except where amended by this Section.

Subdistrict A: Multi-family

- A. This Planned Development shall be exempt from the requirement that the first floor be a minimum of 12 feet in height.
- B. Subdistrict A shall provide a minimum of 3% Open Space and Subdistrict B shall provide a minimum of 95% Open Space.
- C. Building 1, as shown on the Development Plan, shall be exempt from the requirement that the primary building access be oriented towards the adjacent street or sidewalk.
- D. Pedestrian paths connecting to adjacent street rights-of-way shall be provided as shown on the PD Development Plan.

SECTION 5: Development Phasing

The development shall be constructed in a single phase.

5.1 Driveway Locations

5.1.1 Improvements within the Texas Department of Transportation (TxDOT) roadways require approval by TxDOT. If TxDOT requires minor alterations to relocate the proposed drive approaches, relocate proposed street trees, adjust building location and relocate parking spaces impacted by the relocation of drive approaches, add a turn lane, or any other minor changes required by TxDOT, these changes may be approved by City staff, provided that the final configuration of the drive approaches and the number of street trees provided comply with the TxDOT requirements as well as all elements of the DDC. All other changes shall require a Planned Development amendment in accordance with the Denton Development Code.

Exhibits

EXHIBIT C - DEVELOPMENT PLANS

8/22/24

ZONING PLAN

JEFFERSON ELM
PREPARED FOR
JPI

TYPE	AR 010214-0
CNO	AR 010214-0
CNO	AR 010214-0
NAVCHAS DIV	AR 010214-0
NOJSCAL	AR 010214-0
11090000	AR 010214-0

Kimley»Horn
1445 N. 22ND AVENUE OFFICE TOWER
SUITE 700 DALLAS, TX 75201
PHONE 214.779-4300 FAX 214.752-2032
WWW.KIMLEY-HORN.COM TX 1-800-810-KIMLEY-HORN AND ASSOCIATES, INC.

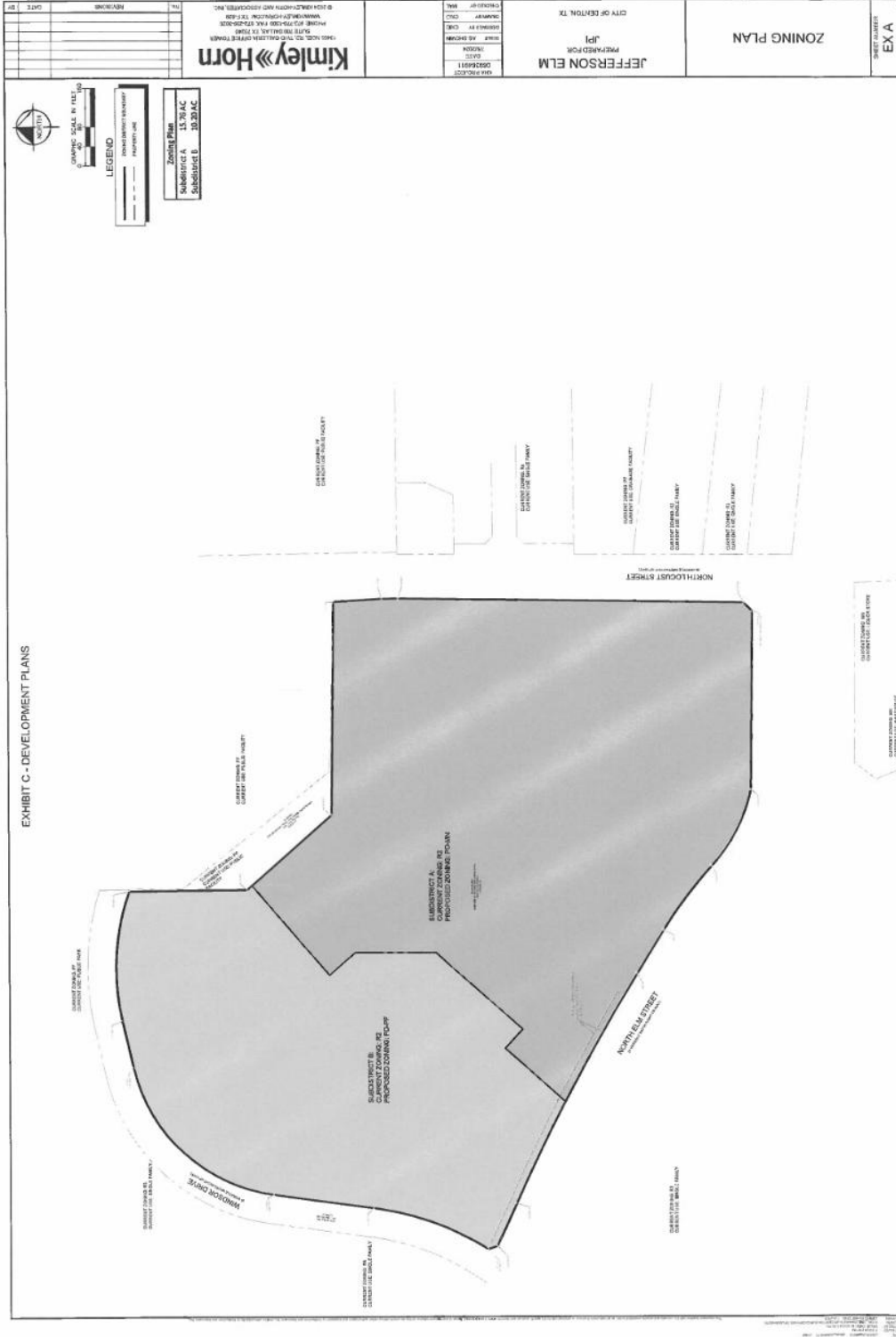
Zoning Plan	
Subdistrict A	15.76 AC
Subdistrict B	10.20 AC

LEGEND

————— RAILROAD DISTRICT BOUNDARY

----- PROPERTY LINE

EXHIBIT C - DEVELOPMENT PLANS



50.27
L2.05

LANDSCAPE PLAN
A

LANDSCAPE PLAN

JEFFERSON ELM
PREPARED FOR
JPI
CITY OF DENTON, TX

DATE: 06/22/2024
SCALE: AS SHOWN
DESIGNED BY: JPI
DRAWN BY: JPI

Kimley-Horn
& Associates, Inc.
10000 North Central Expressway, Suite 200
Dallas, Texas 75243
Phone: (214) 391-1234
Fax: (214) 391-1235
www.kimley-horn.com

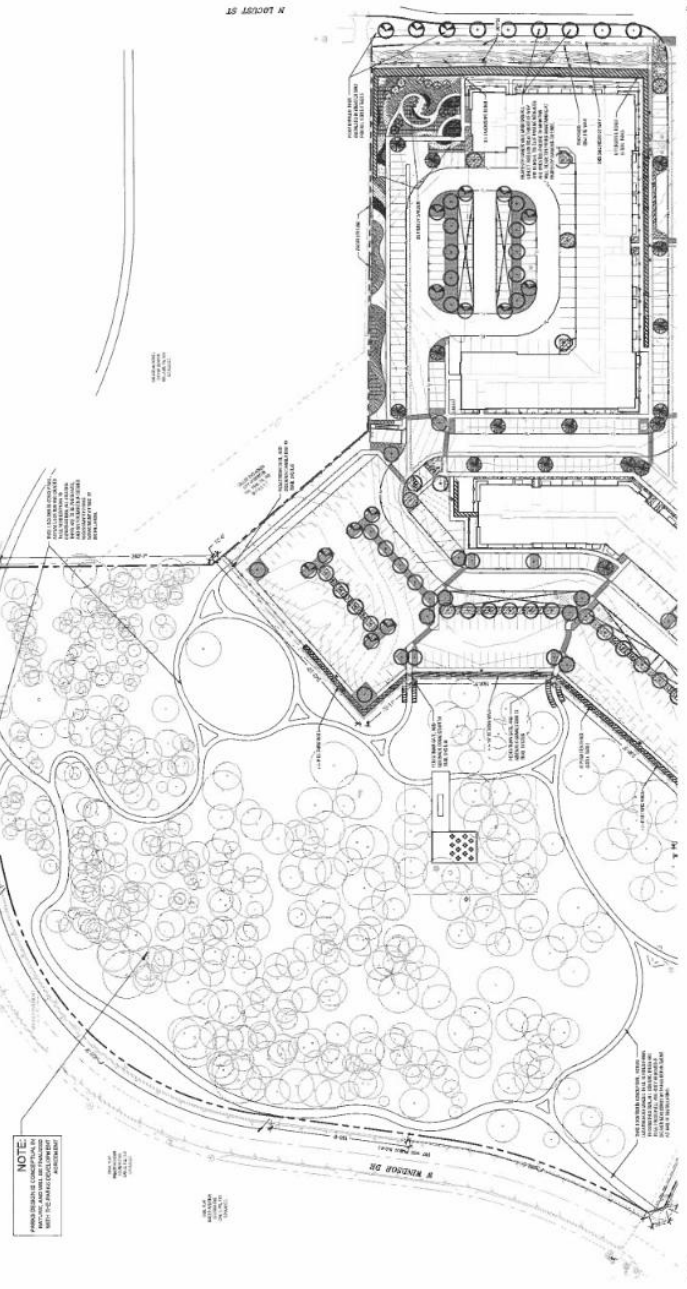
Kimley-Horn
& Associates, Inc.
10000 North Central Expressway, Suite 200
Dallas, Texas 75243
Phone: (214) 391-1234
Fax: (214) 391-1235
www.kimley-horn.com

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PLANT SCHEDULE				
SYMBOL	COMMON NAME	HEIGHT	SPACING	NOTES
1	1.5' ROUND TOP	1.5'	10' x 10'	1.5' ROUND TOP
2	2.5' ROUND TOP	2.5'	10' x 10'	2.5' ROUND TOP
3	3.5' ROUND TOP	3.5'	10' x 10'	3.5' ROUND TOP
4	4.5' ROUND TOP	4.5'	10' x 10'	4.5' ROUND TOP
5	5.5' ROUND TOP	5.5'	10' x 10'	5.5' ROUND TOP
6	6.5' ROUND TOP	6.5'	10' x 10'	6.5' ROUND TOP
7	7.5' ROUND TOP	7.5'	10' x 10'	7.5' ROUND TOP
8	8.5' ROUND TOP	8.5'	10' x 10'	8.5' ROUND TOP
9	9.5' ROUND TOP	9.5'	10' x 10'	9.5' ROUND TOP
10	10.5' ROUND TOP	10.5'	10' x 10'	10.5' ROUND TOP

PLANT SCHEDULE				
SYMBOL	COMMON NAME	HEIGHT	SPACING	NOTES
11	11.5' ROUND TOP	11.5'	10' x 10'	11.5' ROUND TOP
12	12.5' ROUND TOP	12.5'	10' x 10'	12.5' ROUND TOP
13	13.5' ROUND TOP	13.5'	10' x 10'	13.5' ROUND TOP
14	14.5' ROUND TOP	14.5'	10' x 10'	14.5' ROUND TOP
15	15.5' ROUND TOP	15.5'	10' x 10'	15.5' ROUND TOP
16	16.5' ROUND TOP	16.5'	10' x 10'	16.5' ROUND TOP
17	17.5' ROUND TOP	17.5'	10' x 10'	17.5' ROUND TOP
18	18.5' ROUND TOP	18.5'	10' x 10'	18.5' ROUND TOP
19	19.5' ROUND TOP	19.5'	10' x 10'	19.5' ROUND TOP
20	20.5' ROUND TOP	20.5'	10' x 10'	20.5' ROUND TOP

PLANT SCHEDULE				
SYMBOL	COMMON NAME	HEIGHT	SPACING	NOTES
21	21.5' ROUND TOP	21.5'	10' x 10'	21.5' ROUND TOP
22	22.5' ROUND TOP	22.5'	10' x 10'	22.5' ROUND TOP
23	23.5' ROUND TOP	23.5'	10' x 10'	23.5' ROUND TOP
24	24.5' ROUND TOP	24.5'	10' x 10'	24.5' ROUND TOP
25	25.5' ROUND TOP	25.5'	10' x 10'	25.5' ROUND TOP
26	26.5' ROUND TOP	26.5'	10' x 10'	26.5' ROUND TOP
27	27.5' ROUND TOP	27.5'	10' x 10'	27.5' ROUND TOP
28	28.5' ROUND TOP	28.5'	10' x 10'	28.5' ROUND TOP
29	29.5' ROUND TOP	29.5'	10' x 10'	29.5' ROUND TOP
30	30.5' ROUND TOP	30.5'	10' x 10'	30.5' ROUND TOP



NOTE:
ALL PLANTING SHALL BE IN ACCORDANCE WITH THE DENTON CITY SPECIFICATIONS.

[illegible]

PROPOSED FIRST CANSY EVALUATIONS		
PROVIDER INDEX	QUANTITY	TOTAL \$F
CANSY (AUGUST) = 1206 I.F.	214	214,444
CANSY (SEPTEMBER) = 767 I.F.	24	24,608
CONSUMABLE (JANUARY) = 814 I.F.	9	2,845
CONSUMABLE (JANUARY) = 79 I.F.	3	247
Estimated Total Cansy	250	243,142
	250	479,187

[illegible]

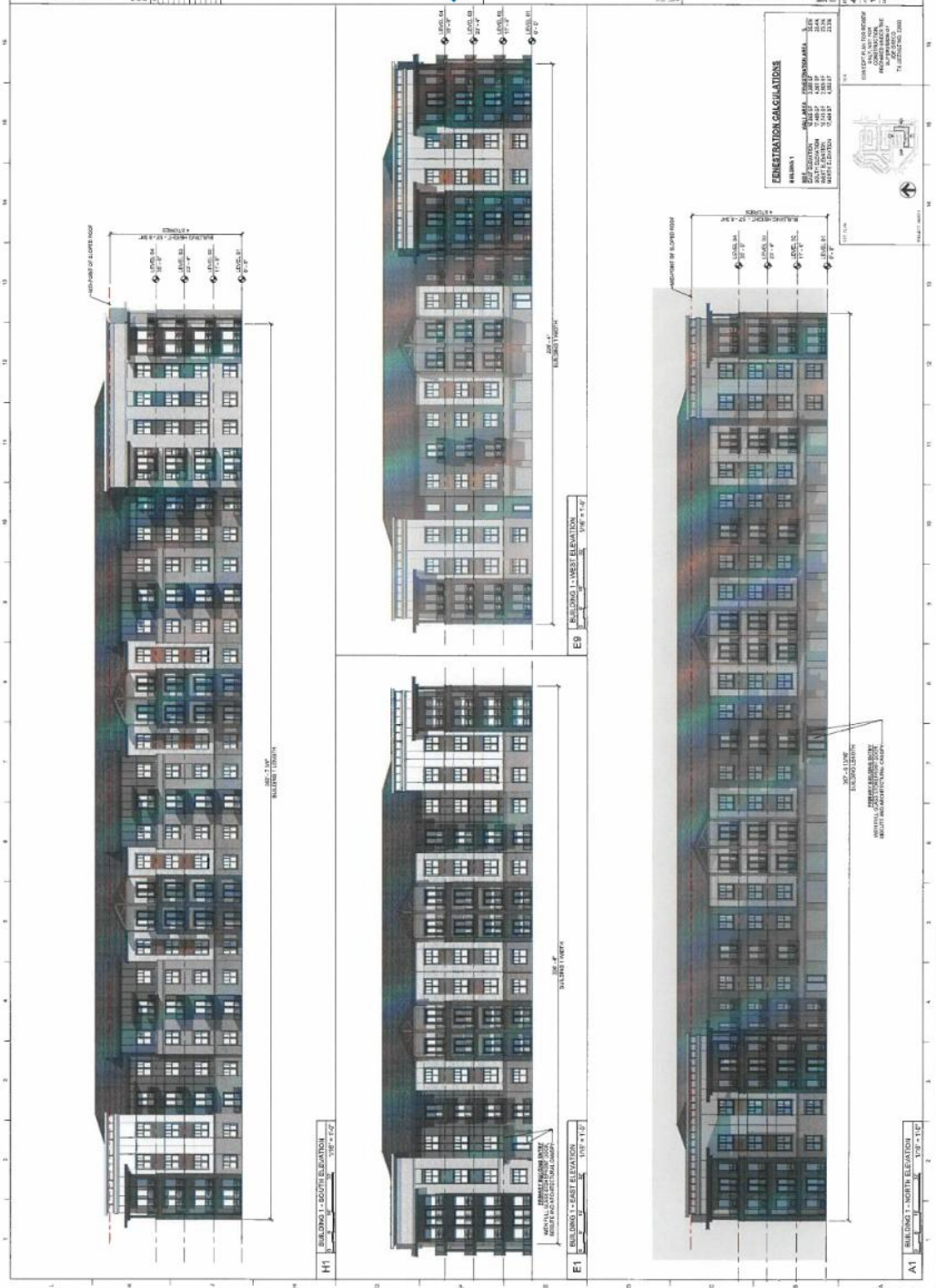
12.06

LANDSCAPE CALCULATIONS

PROJ #	DATE	08/23/2024
NAME	ADDRESS	1555 CHERRY
	CITY	CHICAGO, IL
	STATE	IL
	ZIP	60614

Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____
 E-mail _____
 FAX _____
 Please print clearly.

CONSTRUCTION CALCULATIONS
 1. FLOOR AREA
 2. PERIMETER
 3. VOLUME
 4. WEIGHT
 5. FINISH WEIGHT
 6. FINISH VOLUME
 7. FINISH PERIMETER
 8. FINISH WEIGHT
 9. FINISH VOLUME
 10. FINISH PERIMETER



FENESTRATION CALCULATIONS

AREA	GLASS AREA	GLASS PERCENTAGE
1ST FLOOR	1,200 SF	15.0%
2ND FLOOR	1,200 SF	15.0%
3RD FLOOR	1,200 SF	15.0%
4TH FLOOR	1,200 SF	15.0%
5TH FLOOR	1,200 SF	15.0%
6TH FLOOR	1,200 SF	15.0%
7TH FLOOR	1,200 SF	15.0%
8TH FLOOR	1,200 SF	15.0%
9TH FLOOR	1,200 SF	15.0%
10TH FLOOR	1,200 SF	15.0%
11TH FLOOR	1,200 SF	15.0%
12TH FLOOR	1,200 SF	15.0%
13TH FLOOR	1,200 SF	15.0%
14TH FLOOR	1,200 SF	15.0%
15TH FLOOR	1,200 SF	15.0%
16TH FLOOR	1,200 SF	15.0%
17TH FLOOR	1,200 SF	15.0%
18TH FLOOR	1,200 SF	15.0%
19TH FLOOR	1,200 SF	15.0%
20TH FLOOR	1,200 SF	15.0%
21ST FLOOR	1,200 SF	15.0%
22ND FLOOR	1,200 SF	15.0%
23RD FLOOR	1,200 SF	15.0%
24TH FLOOR	1,200 SF	15.0%
25TH FLOOR	1,200 SF	15.0%
26TH FLOOR	1,200 SF	15.0%
27TH FLOOR	1,200 SF	15.0%
28TH FLOOR	1,200 SF	15.0%
29TH FLOOR	1,200 SF	15.0%
30TH FLOOR	1,200 SF	15.0%
31ST FLOOR	1,200 SF	15.0%
32ND FLOOR	1,200 SF	15.0%
33RD FLOOR	1,200 SF	15.0%
34TH FLOOR	1,200 SF	15.0%
35TH FLOOR	1,200 SF	15.0%
36TH FLOOR	1,200 SF	15.0%
37TH FLOOR	1,200 SF	15.0%
38TH FLOOR	1,200 SF	15.0%
39TH FLOOR	1,200 SF	15.0%
40TH FLOOR	1,200 SF	15.0%
41ST FLOOR	1,200 SF	15.0%
42ND FLOOR	1,200 SF	15.0%
43RD FLOOR	1,200 SF	15.0%
44TH FLOOR	1,200 SF	15.0%
45TH FLOOR	1,200 SF	15.0%
46TH FLOOR	1,200 SF	15.0%
47TH FLOOR	1,200 SF	15.0%
48TH FLOOR	1,200 SF	15.0%
49TH FLOOR	1,200 SF	15.0%
50TH FLOOR	1,200 SF	15.0%
51ST FLOOR	1,200 SF	15.0%
52ND FLOOR	1,200 SF	15.0%
53RD FLOOR	1,200 SF	15.0%
54TH FLOOR	1,200 SF	15.0%
55TH FLOOR	1,200 SF	15.0%
56TH FLOOR	1,200 SF	15.0%
57TH FLOOR	1,200 SF	15.0%
58TH FLOOR	1,200 SF	15.0%
59TH FLOOR	1,200 SF	15.0%
60TH FLOOR	1,200 SF	15.0%
61ST FLOOR	1,200 SF	15.0%
62ND FLOOR	1,200 SF	15.0%
63RD FLOOR	1,200 SF	15.0%
64TH FLOOR	1,200 SF	15.0%
65TH FLOOR	1,200 SF	15.0%
66TH FLOOR	1,200 SF	15.0%
67TH FLOOR	1,200 SF	15.0%
68TH FLOOR	1,200 SF	15.0%
69TH FLOOR	1,200 SF	15.0%
70TH FLOOR	1,200 SF	15.0%
71ST FLOOR	1,200 SF	15.0%
72ND FLOOR	1,200 SF	15.0%
73RD FLOOR	1,200 SF	15.0%
74TH FLOOR	1,200 SF	15.0%
75TH FLOOR	1,200 SF	15.0%
76TH FLOOR	1,200 SF	15.0%
77TH FLOOR	1,200 SF	15.0%
78TH FLOOR	1,200 SF	15.0%
79TH FLOOR	1,200 SF	15.0%
80TH FLOOR	1,200 SF	15.0%
81ST FLOOR	1,200 SF	15.0%
82ND FLOOR	1,200 SF	15.0%
83RD FLOOR	1,200 SF	15.0%
84TH FLOOR	1,200 SF	15.0%
85TH FLOOR	1,200 SF	15.0%
86TH FLOOR	1,200 SF	15.0%
87TH FLOOR	1,200 SF	15.0%
88TH FLOOR	1,200 SF	15.0%
89TH FLOOR	1,200 SF	15.0%
90TH FLOOR	1,200 SF	15.0%
91ST FLOOR	1,200 SF	15.0%
92ND FLOOR	1,200 SF	15.0%
93RD FLOOR	1,200 SF	15.0%
94TH FLOOR	1,200 SF	15.0%
95TH FLOOR	1,200 SF	15.0%
96TH FLOOR	1,200 SF	15.0%
97TH FLOOR	1,200 SF	15.0%
98TH FLOOR	1,200 SF	15.0%
99TH FLOOR	1,200 SF	15.0%
100TH FLOOR	1,200 SF	15.0%

