

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 INSTALLATION AND MAINTENANCE OF ENHANCED STREET SIGNS AND POLES 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 An Enhanced Street Sign and Pole Maintenance Agreement (the “Agreement”) for the Hunter Ranch Development, described and depicted on **Exhibit “A”** ("Hunter Ranch"); and

WHEREAS, the Developer seeks the option to install enhanced street signs and poles (“Enhanced Traffic Signs”) within Hunter Ranch for the purposes of aesthetic place-making; and

WHEREAS, The City’s standard processing for traffic signs and poles are to apply the Manual on Uniform Traffic Control Devices (MUTCD) and use TELESAR poles, and the District is proposing different construction and maintenance standards than the City’s standard processing; and

WHEREAS, the City of Denton Transportation Division within Development Services and the Street Operations departments have reviewed the Enhanced Traffic Signs maintenance and construction standards and have found that these standards will not create a hazardous condition or obstruction to vehicular or pedestrian travel; and have also determined that the Enhanced Traffic Signs design included reasonable planning to minimize potential injury or interference to the public use of roadways within Hunter Ranch; and

WHEREAS, the Developer will install the Enhanced Traffic Signs after the construction of roadways within the District and before vertical lot development; and

WHEREAS, the District shall monitor, repair, replace, and provide any required maintenance for Enhanced Traffic Signs within the District that may be broken, damaged, or deteriorated such that, in the City’s sole judgement, 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 Enhanced Street Signs and Poles Maintenance Agreement by and between the City of Denton, Texas, and the District for the Hunter Ranch Development, which Agreement is attached hereto as **Exhibit "B"** and is incorporated by reference herein.

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 Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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:  _____

Exhibit "A"

EXHIBIT A:

Hunter Ranch Improvement District No. 1 Depiction

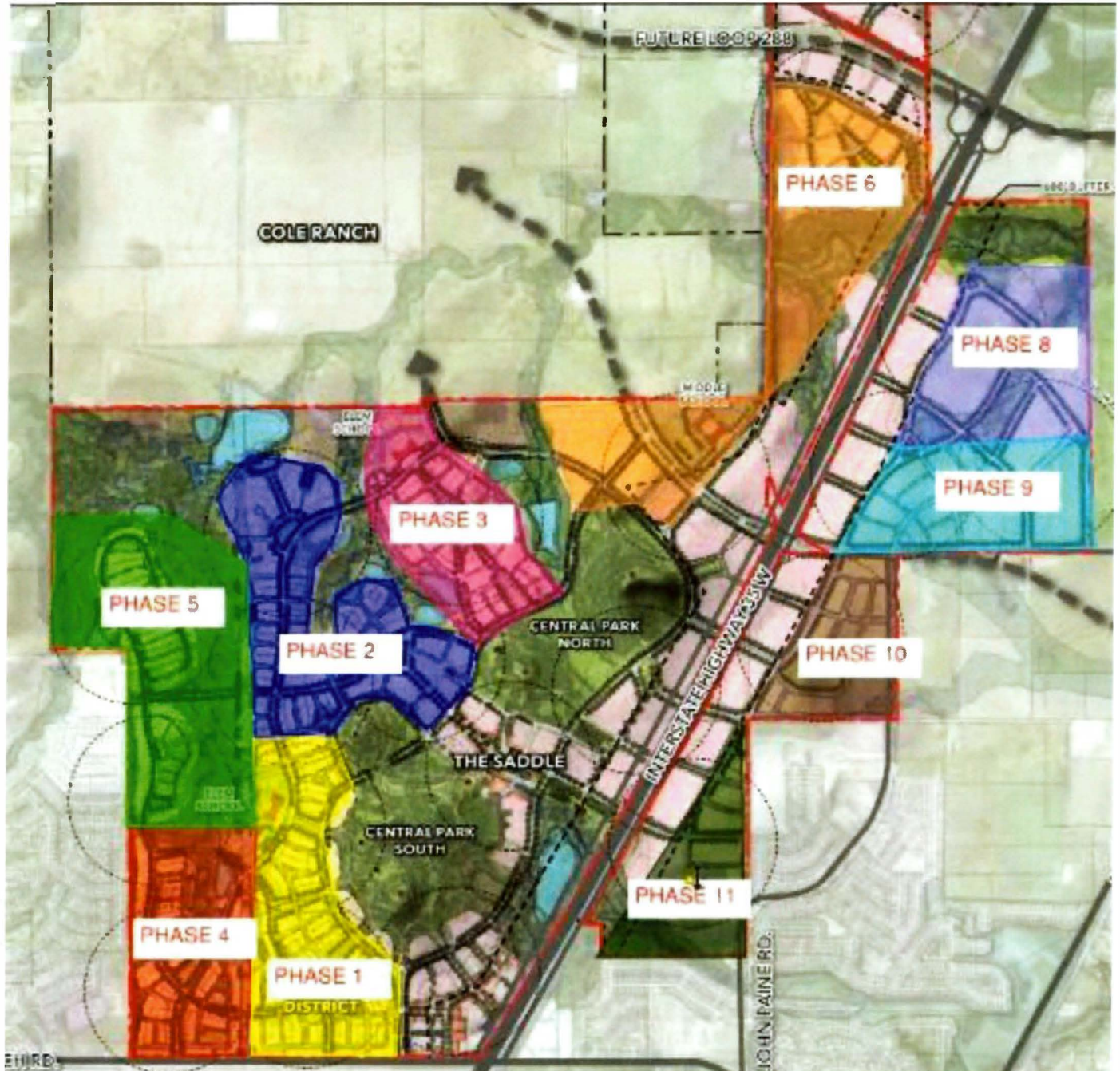


Exhibit “B”

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

STREET SIGNS AND POLES MAINTENANCE AGREEMENT BETWEEN HUNTER RANCH IMPROVEMENT DISTRICT NO. 1 AND THE CITY OF DENTON

THIS AGREEMENT (the “Agreement”) is made by and between 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 a first amendment to each of the Operating Agreement and Project Agreement, dated May 7, 2024 (the “**Agreements**”); and

WHEREAS, the District desires the option to install enhanced road signage and sign support posts within Hunter Ranch, (“Enhanced Traffic Signs”) for the purposes of aesthetic place-making; and

WHEREAS, the City does not object to the presence of the Enhanced Traffic Signs 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 Enhanced Traffic Signs; and

WHEREAS, The City follows Part 2 of the 2011 Manual on Uniform Traffic Control Devices (MUTCD) standards for street signage guidance and installs and maintains TELES PAR poles for residential streets; the Enhanced Traffic Signs comply with MUTCD standard details, specifications, and materials are attached hereto as **Exhibit B** (the **“Street Sign and Pole Standards”**); and

WHEREAS, the Parties mutually desire for Chapter 18 of the Code of Ordinances to govern as much of the process of approving, installing, and maintaining the Enhanced Traffic Signs as possible; therefore, Parties intend that for the purposes of this Agreement only, the definition of “Official Traffic Control Devices” within the Denton Code of Ordinances, Chapter 18, Sec. 18-1 includes the proposed Enhanced Traffic Signs; and Chapter 25, Section 25-71 et. seq. of the Code of Ordinances applies to the Enhanced Traffic Signs memorializing the standard details, specifications, and materials for the Enhanced Traffic Signs, and specifying each Party’s role with regard to installation and maintenance of the Enhanced Traffic Signs, and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purposes of: approving the Street Sign and Pole Standards exhibit and confirming that Enhanced Traffic Signs are to be installed after roadways within the District are constructed, but before the vertical construction commences, 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 18 of the Denton Code of Ordinances governs the review process and approval establish that the Enhanced Traffic Signs Standards and confirm Part 2 of the 2011 MUTCD for standards and guidance the attached hereto and incorporated herein for all purposes as **Exhibit B**, will apply to each individual

Enhanced Traffic Signs location.

III. Application, Installation, Maintenance

3.1 District. The District shall install the Enhanced Traffic Signs at intersections within the District. District shall also submit for review, approval, and inspection by the City any additional permits and approvals necessary for installation of the Enhanced Traffic Signs.

3.2 City. The City's Traffic Engineer has reviewed and approved the Enhanced Traffic Signs under Code of Ordinances Chapter 25, with the following adjustments.

a. The definition of "Official Traffic Control Devices" is expanded, only for this Agreement, to include the enhanced street and pole signs, as described on the Street Sign and Pole Standards in **Exhibit B**.

b. The Street Sign and Pole 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 Enhanced Traffic Signs. The District shall monitor, repair, replace, and provide any required maintenance for the Enhanced Traffic Signs 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 Enhanced Traffic Signs that are impacted by City emergency or planned infrastructure work. All maintenance and repair work involving the Enhanced Traffic Signs shall be at the District's sole cost. The District will provide the City with contact information for the appropriate person (the "**Enhanced Traffic Signs Maintenance Contact**") to receive notifications regarding emergency or planned infrastructure work, or to respond to complaints received regarding Enhanced Traffic Signs maintenance. The District and/or the District's Enhanced Traffic Signs Maintenance Contact will coordinate with Street Operations regarding emergency or planned infrastructure work.

IV. 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).

V. Termination

5.1 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 Enhanced Traffic Signs shall be determined as follows:

5.2 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 Enhanced Traffic Signs back to City of Denton standards. Termination of this agreement shall not be effective until the City has inspected and accepted converted Enhanced Traffic Signs via its standard public improvement acceptance process.

5.3 If the City terminates for any other reason, City will bear the cost and responsibility for all future handling of the Enhanced Traffic Signs and shall have the option to either continue to maintain the Enhanced Traffic Signs or convert them back to City of Denton street sign and pole standards.

5.4 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
attn: Clay Crawford
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 and the City as to the Enhanced Traffic Signs 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.

(EXECUTION PAGES FOLLOW)

Executed this _____ day of _____, 2025.

ATTEST

CITY OF DENTON, TEXAS

215 East McKinney Street
Denton, Texas 76201

By: _____	By: _____
Lauren Thoden	Sara Hensley
City Secretary	City Manager

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



Signature
Director

Title
Development Services

Department

Date Signed: 7/8/2025



By: _____

APPROVED AS TO LEGAL FORM:
Mack Reinwand, City Attorney

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 24th day of June, 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)

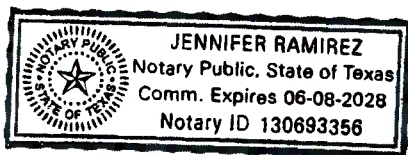
ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the 24th day of June 20 25
by Alan Hoffman (name),
being President (title), on behalf of said
District.



Name: Jennifer Ramirez
Notary Public, State of Texas

My Commission expires:
June 8, 2028

EXHIBIT A:
Hunter Ranch Improvement District No. 1 Depiction

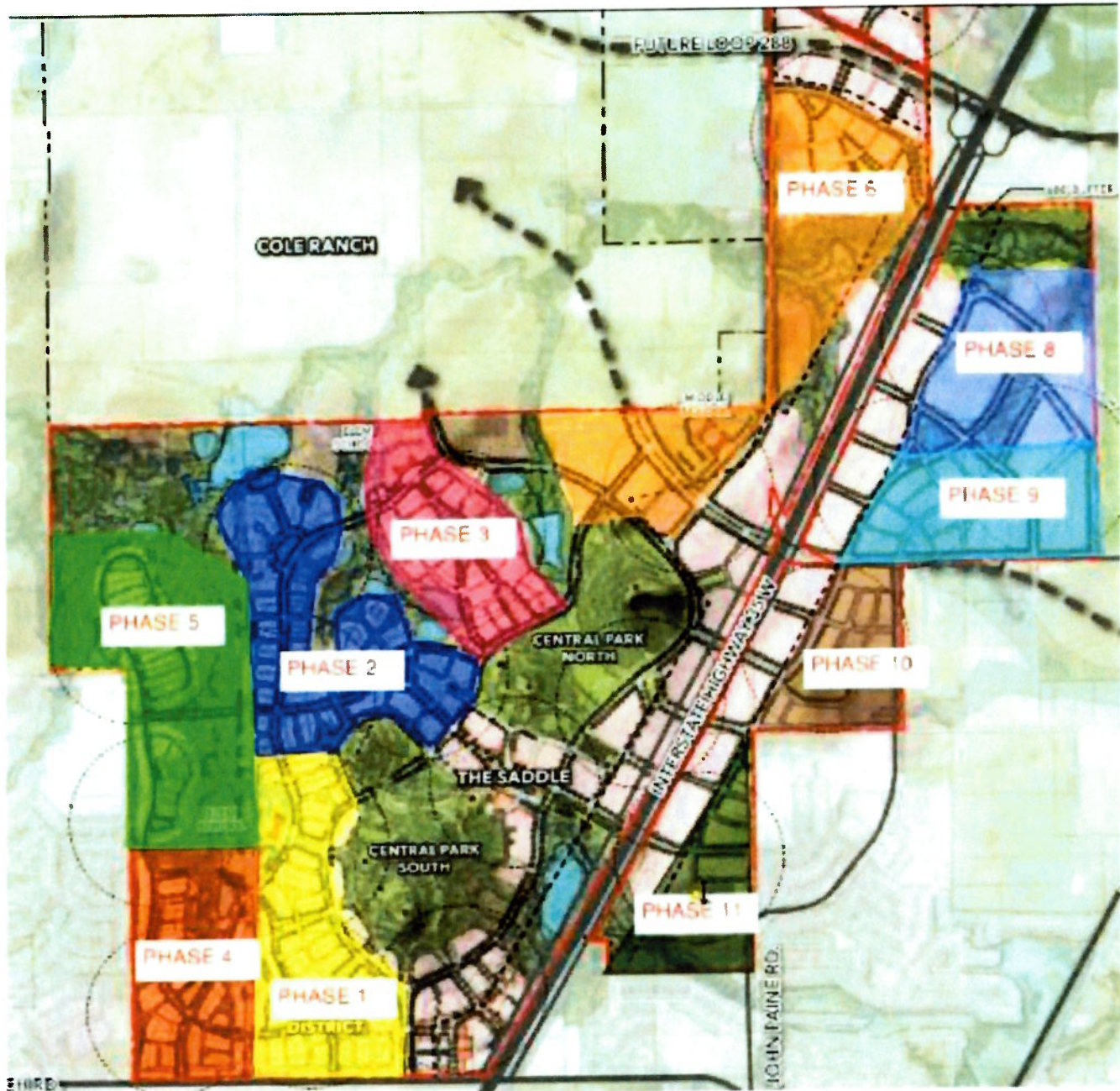


EXHIBIT B: Street Sign and Pole Standards – applicable to all Phases

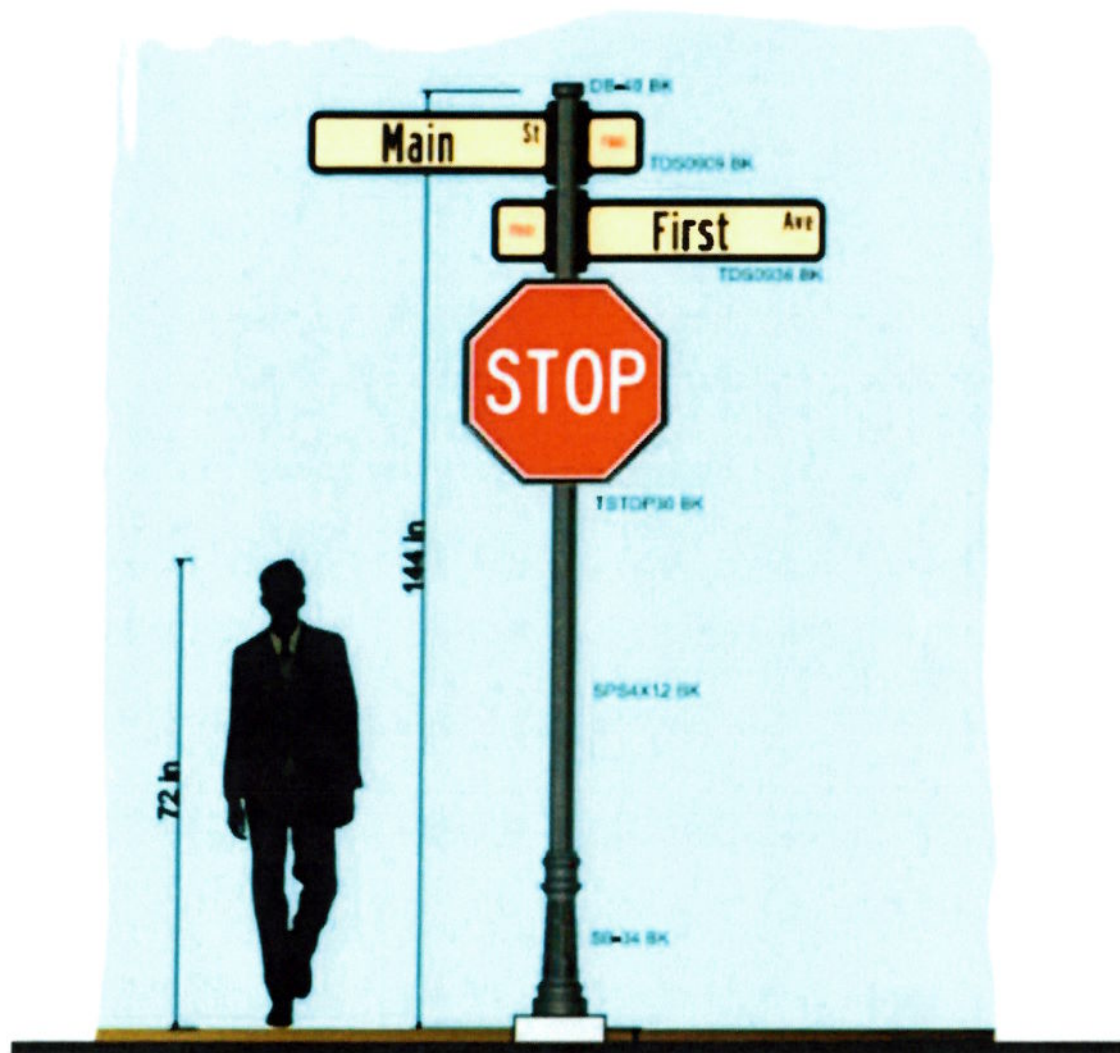


Figure 1 – Enhanced Signage and Pole