



City Council
Special Called Session
Agenda Packet
February 8, 2016

**CITY OF SANSOM PARK
CITY COUNCIL
Special Called Session
February 8, 2016
7:00 P.M.**

ATTENDANCE SHEET

Jim Barnett, Jr., Mayor _____

Crystal Harris, Mayor Pro Tem _____

Council Member Willie Roach, Place 1 _____

Council Member Jerry Sewall, Place 2 _____

Council Member Jim Barnett, Sr., Place 3 _____

Council Member Tanya Gregory, Place 4 _____

Staff:

Greg Hutson, City Administrator _____

Lee Thomas, City Attorney _____

Wendy Blocker, City Secretary _____

Allen Richards, Fire Chief _____

Randy Driver, Police Chief _____

Ron Douglas, Community Development _____



CITY OF SANSOM PARK
City Council Meeting Agenda
Special Called Session – 7:00 p.m.
February 8, 2016

The Sansom Park City Council will hold a Special Called Session at 7:00 p.m. in the City Hall Council Chambers, 5705 Azle Avenue, Sansom Park, Texas on Monday, February 8, 2016. This meeting is open to the public and subject to the Open Meeting Act.

Pursuant to Section 551.071 of the Texas Government Code, the Council may convene an Executive Session at any time during the meeting as deemed necessary to obtain advice from the City Attorney regarding any posted agenda item.

SPECIAL CALLED SESSION – 7:00 P.M.

I. CALL TO ORDER / ROLL CALL

Call to order and announce a quorum is present.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC INPUT

The City Council invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the City Council is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Council deliberation is permitted. Each person will have 3 minutes to speak.

V. MAYOR AND COUNCIL REPORTS, PRESENTATIONS AND PROCLAMATIONS

VI. PUBLIC HEARINGS

1. **Canceled.** a) Hold a public hearing to consider an ordinance amending an existing planned development district by providing a Conceptual Plan, Detailed Plan and Development Regulations for a mixture of residential uses including multifamily (appx. 22 ac.), senior housing (appx. 6.5 ac.), single family residential (appx. 13.5 ac.) and public facilities (appx. 2.2 ac.) comprising 44.02 acres, more or less, situated in the J. Bowman Survey, Abstract No. 81, the A. Van Nordstrand Survey, Abstract No. 1584, the J. Armendaris Survey, Abstract No. 63, and Lots 7,8,9, and 10, Block 238 of the Rosen Heights, Second Filing Addition, Samson Park, Texas, generally located at the southeast corner of Azle Avenue (FM 1220) and La Junta Street, northwest of Sherman and McCandless, and west of Washington.

VII. NEW CITY BUSINESS

1. Discuss and consider approval of the Development Agreement between the City of Sansom Park and LDG Multifamily, LLC regarding property located near the southeast intersection of FM1220 (Azle Ave.), and LaJunta in Sansom Park, Texas.

VIII. EXECUTIVE SESSION – Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session, from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following:

IX. ACTION FROM EXECUTIVE SESSION – The City Council will reconvene into Open Session To discuss and take any necessary action.

ADJOURNMENT

Certification:

I hereby certify that the above notice was posted on the bulletin board, at the Sansom Park City Hall, 5705 Azle Avenue, Sansom Park, Texas, 76114, on _____, _____, 2016 _____ am/pm and remained so posted at least 72 hours before said meeting was convened. **NOTICE:** Sansom Park City Hall is wheelchair accessible and special parking is available on the North side of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's Office a minimum of 24 hours before the meeting and every effort will be made to provide reasonable accommodations. A quorum of the Crime Control and Prevention District Board of Directors, the Planning and Zoning Commission, the Zoning Board of Adjustment and the Building Board of Appeals will be present at this meeting; however, none of these Boards will take action on any items

Wendy Blocker, City Secretary

Certification of Notice of Meeting was removed on _____, 2016 at _____ a.m./p.m. by _____.

STAFF REPORT

To: Mayor Barnett and Members of the City Council
From: Karen K. Mitchell, Planning Consultant
Meeting Date: February 8, 2016

Consideration of a Development Agreement between the City of Sansom Park and LDG Multifamily LLC regarding property located near the southeast intersection of FM 1220 (Azle Ave,) and La Junta in Sansom Park.

HISTORY: This tract of land is comprised of approximately 44.02 acres and encompasses an area zoned Commercial, Planned Development, and Single Family Residential districts. The applicants have been working closely with the City Staff and consultants for a number of months in order to develop this site as a mixed use residential community.

Several months ago the City Council adopted a Resolution in support of the Tax Credits program through the Texas Department of Housing and Community Affairs that will allow this development to provide affordable housing to Age Restricted and multifamily residents who are able to meet the income limit of 60% average median income.

The applicant has submitted a Development Plan, attached as Exhibit B to the Development Agreement. The Development agreement provides for the donation of property for public facilities. The Development Plan allows the Developer and the City to move forward while we are going through the zoning review process. Also, the Developer is under a very restrictive time frame regarding the closing of this property. This Development Agreement will address some of the lender's concerns in the closing process.

ANALYSIS: The purpose of this Development Agreement is to recognize the desire of the City to have this property developed and the need for public infrastructure in order to not only serve this development but also to serve the existing surrounding properties. Below is a breakdown of what is being proposed and what will be considered as we continue through this process.

1. A 250 unit Age Restricted living facility. They are asking that the City Council allow them to increase the density to allow for 37 units per acre versus the allowed 12 units per acre. Additionally, they are asking the City to allow them to increase the height limitations from 35 feet to 60 feet; and to allow them to vary from the masonry requirements in order to create an "Urban form" of design. They are proposing 100% masonry on the first floor and 100% hardiplank type construction on all other floors. They are also proposing 10% metal panels along the fourth floor. The City ordinances require 80% on the first story and 50% on all other stories above the first to be masonry.
2. A 480 unit multifamily development to be constructed in two (2) phases. They are asking that the multifamily also be allowed to increase density to allow for 23 units per acre versus the

allowed 12 units per acre. Like the Age Restricted development, they are requesting that there be a decrease in the masonry requirement in order to allow them to blend this design with the Age Restricted Facility. They are proposing 80% masonry on the first floor and 100% hardiplank type construction on all other floors.

3. Additional variations from the requirements include reducing the parking space size from 10x20 to 9x18. This size is considered a standard size parking space. Some cities, especially in the southern states, adopt larger parking space standards in order to accommodate larger vehicles and trucks. However, the typical parking space size is 9 feet x 18 feet.
4. For the Age Restricted facility, the parking standards require all spaces be within 100 feet of the structure. The applicant is requesting that 25% of these spaces be within 200 feet of the structure and that employee parking will be within this 25%.
5. The applicant has agreed to create a Homeowners Association for the Single Family Residential component.
6. The applicant has agreed to increase the landscape buffer along La Junta from 20 feet to 40 feet. This includes the 30' petroleum line easement that is along La Junta.
7. The applicant has agreed to increase the minimum caliper size for all required trees to 3.0 inches.
8. The applicant has agreed to provide sidewalks along Azle Ave. and La Junta streets in connection with this development. The single family residential phase will also be required to provide sidewalks throughout and along McCandless Street.
9. The applicant has also agreed to a provision that would require either a masonry screening wall or ornamental iron fence with supplemental landscaping along McCandless as it develops. Currently, our ordinances do not have a provision for this.
10. The applicant has agreed to donate approximately 2.30± acres of land for the construction of necessary public infrastructure to support this development as well as improve the infrastructure already serving this area.

SUMMARY: In order to develop this property there are many steps that must be taken. The applicant must complete the zoning of the property by obtaining approval of the development standards, concept plans and detailed site plans for the site. They must submit and obtain approval of a preliminary plat and final plats of the property. As part of this process, the City engineer is reviewing the drainage plans and a traffic impact analysis in order to determine if any type of transportation improvement is warranted. This being said, we understand the significance of this development to the City and are working very hard with this developer in order to accommodate his closing schedule. The staff and consultants are in the review process of the zoning and platting at this time and each of these applications will be brought before the City Council within the next several months.

**SANSOM POINTE, SANSOM RIDGE AND SANSOM HEIGHTS
DEVELOPMENT AGREEMENT**

THIS SANSOM POINTE, SANSOM RIDGE AND SANSOM HEIGHTS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 8th day of February, 2016, by and between the City of Sansom Park, Texas (the "City"), and LDG Multifamily LLC, (the "Developer"), and collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the Developer has proposed to develop a mixed residential use development, which will contain an age restricted living facility, named Sansom Pointe Senior Community, multifamily, named Sansom Ridge Apartments, and single family homes, named Sansom Heights, generally located on the Southside of FM 1220, (the "Project") in the City of Sansom Park, Tarrant County, Texas, that is approximately 44.02 acres with a legal description and depiction of the Property (the "Property") attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Developer previously submitted an application to the Texas Department of Housing and Community Affairs ("TDHCA") to provide affordable housing to Age Restricted and multifamily residents; and

WHEREAS, the City has passed Resolution No. 973-51a expressing the City's support for the Housing Tax Credit Application for the Sansom Pointe Senior Community; and

WHEREAS, the City has passed Resolution No. 972-15a expressing the City's support for the Housing Tax Credit Application for the Sansom Ridge Apartments; and

WHEREAS, the Developer anticipates that the project will receive appropriate funding from TDHCA and other sources for the development of the Project and has submitted certain land use/zoning/development applications to the City for the Project; and

WHEREAS, Section 51.014 of the Texas Local Government Code authorizes Type-A General-Law municipalities to enter into contracts and development agreements to provide for development incentives that will promote state and local economic development and to stimulate business and commercial activity; and

WHEREAS, the City agrees and acknowledges that affordable housing projects constitute a public purpose to which development incentives may apply; and

WHEREAS, to the extent that development conditions may constitute an incentive to the Developer to develop the Project and other applicable provisions of state and federal law, including but not limited to, Chapter 2306 of the Texas Government Code, as

amended, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended (42 U.S.C. §§ 12701-12839), and HUD regulations at 24 CFR, Part 92, as amended, and clearly constitute a valid public purpose for this development agreement; and

WHEREAS, this Agreement is limited to only a Project that fully qualifies for funding based on the foregoing authority and/or has received such funding, and shall not be applicable to other multifamily developments in the City that have not received such funding; and

WHEREAS, in an effort to resolve any ambiguity in existing land use and zoning regulations in the City, and in an effort to assist the Developer in its development of the Project, the City relies upon the conditions and standards referenced herein and acknowledges that same have been subject to all necessary and required notices and public hearings, in full compliance with state and federal law, as applicable; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, including the City's various approvals of the Development Plan for the Project, the City and the Developer hereby covenant and agree as follows:

1. **Development Plan.** The Development Plan, attached hereto as Exhibit B and incorporated by reference, shall be representative of and substantially conform to the general plan for development of the Project.
2. **Development Standards.** The City's development regulations shall govern the development of this Project except for the Development Standards, attached as Exhibit C. In case of a conflict between the City's development regulations and the Development Standards, the Development Standards shall control over the development of the Project in accordance with the Development Plan, Exhibit "B".
3. **Public Facilities.** Land identified as Tract 5 and identified as Public Facilities in Exhibit C shall be donated to the City at the time of final plat. The Developer shall construct the water detention areas per permitted construction plans.
4. **Effect of Agreement and Development Plan.** This Agreement shall be interpreted in accordance with the City's Development Ordinances, including the Development Plan for the Project, the Development Plan shall be deemed a part of this Agreement and the terms of the Development Standards are incorporated into this Agreement as if fully set out herein.
5. **No Joint Venture.** It is acknowledges and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

6. **Laws of Texas; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie exclusively in Tarrant County, Texas.

7. **Enforcement of this Agreement.** This agreement may only be enforced through injunctive relief by the Developer.

8. **INDEMNIFICATION. In the event any person initiates any legal action or proceeding to enforce or interpret any terms of this Agreement, the Developer shall indemnify and hold harmless the City from and against all liability, claims, demands or causes of action on account of or arising out of or in any manner connected with the performance of this Agreement by the Developer.**

9. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

11. **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

12. **Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. **Filing in Deed Records of Tarrant County.** This Agreement shall be filed in the deed records of Tarrant County, Texas.

14. **Binding Obligation; Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Developer to same.

15. **Non-binding Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the Parties agree to submit such disagreement to mediation.

16. **Facsimiles.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

17. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Sansom Park, Texas
5705 Azle Avenue
Sansom Park, Texas 76114
Attn.: City Administrator

If to the Developer: LDG Multifamily LLC
1469 South 4th Street
Louisville, KY 40208
Tel: 502-638-0534
Email: cdischinger@ldgdevelopment.com
Attn.: Mr. Chris Dischinger

18. **Representation by Counsel; Rough Proportionality Determination.** The Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise the Developer, regarding the Developer's rights under Texas and federal law. The Developer hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the proposed development's anticipated impact. The Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code, as amended; however, notwithstanding the foregoing, the Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement.

19. **Takings Claims.** The Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code. Both the Developer and the City

further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. The Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and the Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims.

20. **Applicability of City Ordinances.** The Parties shall be subject to all applicable ordinances of the City, whether now existing or in the future arising.

21. **Estoppel Certificate.** Upon request by Developer, the City agrees that it shall cause to be issued a certificate of compliance with this Agreement to prospective lenders or other financial institutions within ten (10) business days of such request.

22. **Assignment.** This Agreement may not be assigned without the express written consent of the other party, such consent not be unreasonably withheld. In the event this Agreement is assigned after appropriate consent, then this Agreement is and shall be fully binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

23. **Exhibits.** The following exhibits are attached to this Agreement and incorporated, herein, by reference:

- Exhibit A – Description of Land
- Exhibit B - Development Plan
- Exhibit C – Development Standards

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

THE CITY OF SANSOM PARK, TEXAS

By: _____
Name: Jim Barnett, Jr.
Title: Mayor, City of Sansom Park
Date: _____

ATTEST:

Wendy Blocker
City Secretary
City of Sansom Park

LDG MULTIFAMILY LLC

By: _____
Name: Chris Dischinger
Manager of a Kentucky Limited Liability
Company

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

This instrument was acknowledged before me on the ____ day of _____, by, the _____ as its _____ and duly authorized representative of, and acknowledged to me that he executed the same on behalf of and as the act of LDG Multifamily LLC.

Notary Public, State of Texas
My Commission Expires:

Exhibit A
(Property Description)

METES AND BOUNDS DESCRIPTION

BEING a 38.928 acre tract of land situated in the J. Bowman Survey, Abstract Number 81, the A. Nordstrand Survey, Abstract Number 1584 and the J. Armendaris Survey, Abstract Number 63, Tarrant County, in the City of Sansom Park, Texas. Being a portion the tract of land described as Tract 1 in the deed to Northside Land & Development, LLC recorded in Document Number D205027844, Deed Records of Tarrant County, Texas, along with a portion of the existing rights-of-way of Washington Street and 24th Street, said 38.928 acre tract of land being more particularly described as follows:

COMMENCING at the point of intersection of the southwesterly right-of-way line of Azle Avenue (a 160 foot wide right-of-way) with the northwesterly right-of-way line of Washington Avenue (a 60 foot wide right-of-way);

THENCE with the northwesterly right-of-way line of Washington Street the following:

South 43° 41' 57" West a distance of 318.11 feet to the POINT OF BEGINNING;

South 43° 41' 57" West a distance of 20.19 feet to a point;

THENCE departing the northwesterly right-of-way line of Washington Street South 46° 18' 03" East a distance of 30.00 feet to a point in the centerline of the Washington Street right-of-way;

THENCE with the centerline of the Washington Street right-of-way South 43° 41' 57" West a distance of 170.00 feet to a point in the centerline of the 24th Street right-of-way (a 60 foot wide right-of-way);

THENCE departing the centerline of the Washington Avenue right-of-way with the centerline of the 24th Street right-of-way South 46° 18' 03" East a distance of 630.00 feet to a point;

THENCE departing the centerline of the 24th Street right-of-way South 43° 41' 57" West at a distance of 30.00 feet passing the northwesterly right-of-way line of Sherman Avenue (a 60 foot wide right-of-way) continuing with the northwesterly right-of-way line of Sherman Avenue in all a total distance of 390.00 feet to the point of intersection of the northwesterly right-of-way line of Sherman Avenue with the southwesterly right-of-way line of 23rd Street (a 60 foot wide right-of-way);

THENCE departing the northwesterly right-of-way line of Sherman Avenue with the southwesterly right-of-way line of 23rd Street South 46° 18' 03" East a distance of 1,320.11 feet to the point of intersection of the southwesterly right-of-way line of 23rd Street with the northwesterly right-of-way line of McCandles Avenue (a 60 foot wide right-of-way);

THENCE departing the southwesterly right-of-way line of 23rd Street with the northwesterly right-of-way line of McCandles Avenue South 44° 05' 48" West a distance of 1,015.47 feet to a point in the southerly line of said Northside Land & Development, LLC tract;

THENCE departing the northwesterly right-of-way line of McCandles Avenue with the southerly of said Northside Land & Development, LLC tract North 89° 15' 03" West a distance of 297.58 feet to the most southerly southwest corner of said Northside Land & Development, LLC tract;

THENCE with the westerly line of said Northside Land & Development, LLC tract North 00° 20' 42" West a distance of 1,150.13 feet to a re-entrant corner of said Northside Land & Development, LLC tract;

THENCE South 89° 52' 18" West a distance of 440.78 feet to the most northerly southwest corner of said Northside Land & Development, LLC tract;

THENCE with the westerly line of said Northside Land & Development, LLC tract North 00° 24' 42" West a distance of 1,543.99 feet to the a point;

THENCE departing the westerly line of said Northside Land and Development, LLC tract South 67° 21' 58" East a distance of 468.30 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 38.928 acres (1,695,712 square feet) of land.



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

EXHIBIT A
PD ZONED PROPERTY

(Sheet 1 of 2)

METES AND BOUNDS DESCRIPTION

BEING a 3.556 acre tract of land situated in the J. Bowman Survey, Abstract Number 81, Tarrant County, Texas in the City of Sansom Park. Being a portion of the tract of land described as Tract 1 in the deed to Northside Land and Development, LLC recorded in Document Number D205027844, Deed Records of Tarrant County, Texas, said 3.556 acre tract of land being more particularly described as follows;

BEGINNING at the point of intersection of the southwesterly right-of-way line of Azle Avenue (a 160 foot wide right-of-way) and the northwesterly right-of-way line of Washington Avenue (a 60 foot wide right-of-way);

THENCE with the northwesterly right-of-way line of Washington Avenue South $43^{\circ} 41' 57''$ West a distance of 318.11 feet to a point;

THENCE departing the northwesterly right-of-way line of Washington Avenue North $67^{\circ} 21' 58''$ West a distance of 468.30 feet to a point in the westerly line of said Northside Land and Development, LLC tract;

THENCE with the westerly line of said Northside Land and Development, LLC tract North $00^{\circ} 24' 42''$ West a distance of 261.81 feet to a point in the southwesterly right-of-way line of Azle Avenue;

THENCE with the southwesterly right-of-way line of Azle Avenue South $72^{\circ} 02' 01''$ East a distance of 687.41 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 3.556 acres (154,900 square feet) of land.



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

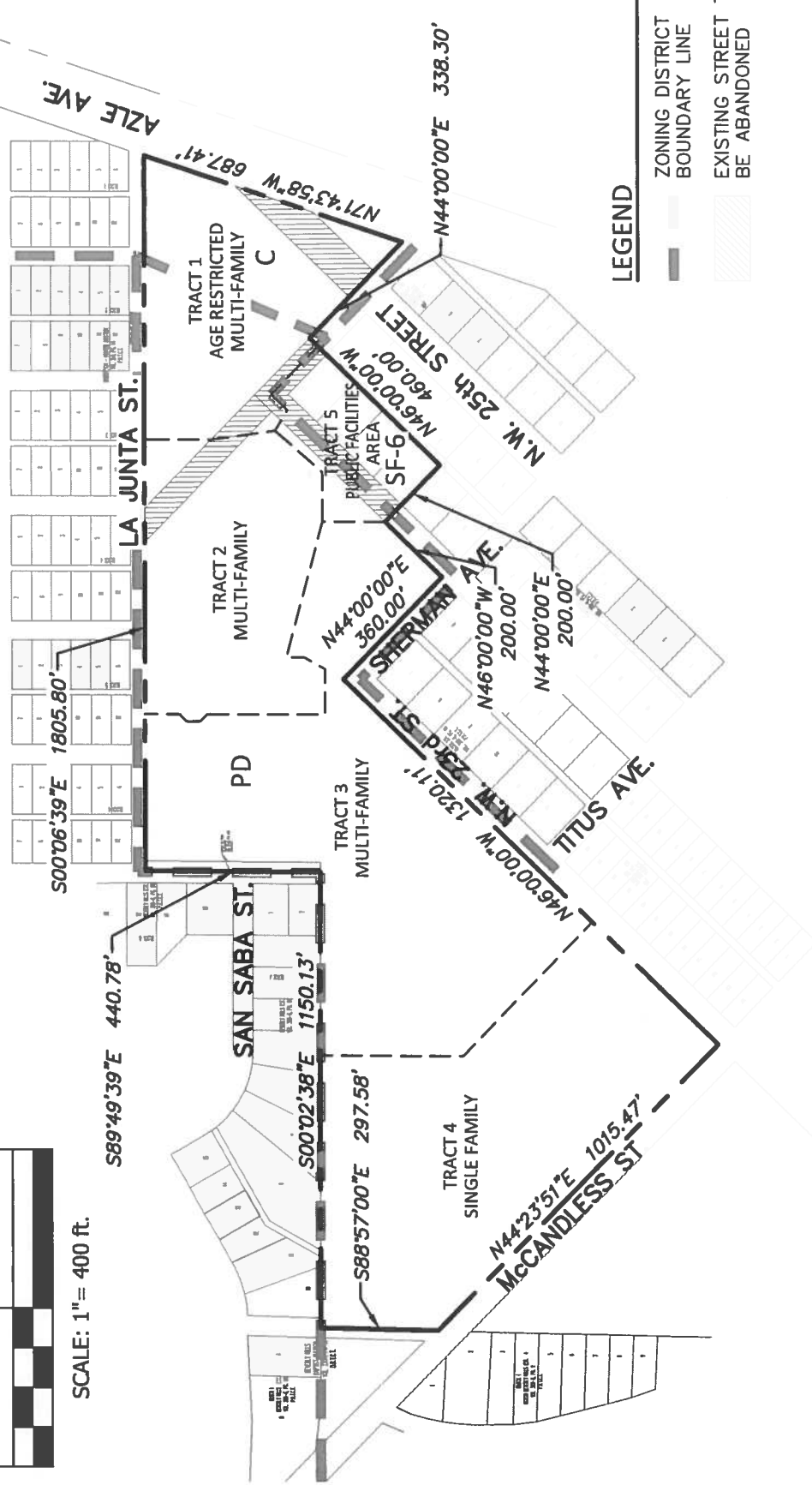
**EXHIBIT A
C-COMMERCIAL
ZONED PROPERTY**

(Sheet 2 of 2)

Exhibit B
(Development Plan)



SCALE: 1" = 400 ft.



LEGEND

- ZONING DISTRICT BOUNDARY LINE
- EXISTING STREET TO BE ABANDONED

EXHIBIT B DEVELOPMENT PLAN

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

Exhibit C
(Development Standards)

Development Standards**Sansom Pointe & Sansom Ridge PD**

The development standards for the 44.02 acre planned development to be known as Sansom Pointe and Sansom Ridge shall follow the zoning and subdivision regulations of the City of Sansom Park, except for the following development standards:

1. Increased density from 12 DU/AC to 37 dwelling units per acre on the Age Restricted Multifamily (Senior Living/Sansom Pointe) on Tract 1.
2. Increased density from 12 DU/AC to 23 dwelling units per acre on the multifamily residential on Tracts 2 and 3 (Sansom Ridge).
3. Masonry standards for Tract 1 (Age Restricted Multifamily) shall be 90% masonry on the first floor and 100% fiber cement siding (HardiPlank) type of construction on all other floors with architectural metal panel accents being allowed.
4. Masonry standards for Tracts 2 and 3 shall be 80% masonry on the first floor and 100% fiber cement siding (HardiPlank) type of construction on all other floors.
5. Increased maximum height limit for Tract 1 from 35 feet to 60 feet.
6. Modified Building Height definition for Tracts 2 and 3 to be: "The vertical distance of a building measured from the top of the finished slab to the top of the highest wall top plate."
7. All required parking spaces in the planned development shall be a minimum of 9 feet by 18 feet (9' x 18').
8. 50% of the required parking for Tract 1, the age restricted multifamily, shall be within 100 feet of the building. An additional 25% shall be within 150 feet (total of 75% within 150 feet of the building). Employee parking shall be located within the balance of the parking beyond the 150 feet.
9. A Home Owners Association (HOA) will be created in Tract 4 for the single family residential lots.
10. A 40 foot wide open space/landscaping buffer shall be provided along La Junta, including the 30 foot wide petroleum pipeline easement.
11. The minimum caliper size of all required landscaping trees shall be 3.0 inches.
12. A five foot (5') wide sidewalk shall be constructed along Azle Avenue within the 20 foot wide landscape buffer. A five foot (5') wide sidewalk shall be constructed along La Junta within the public street right-of-way. Sidewalks shall be constructed in Tract 4, single family residential, including along McCandless Street.
13. Either a masonry screening wall or ornamental iron fence with supplemental landscaping shall be provided along McCandless when the adjacent single family lots are developed.
14. Approximately 2.3 acres of land shall be donated/dedicated to the City of Sansom Park for open space, drainage detention, and municipal facilities.