

Deerfield Cottages

PLANNED DEVELOPMENT DISTRICT

Approved _____, 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF FOUR LOTS (6, 7, 8, & 11) APPROXIMATELY 1.338 ACRES OF LAND LOCATED AT THE END OF DEERFIELD DRIVE, TO PLANNED DEVELOPMENT DISTRICT ("PDD"); ESTABLISHING LAND USES AND DEVELOPMENT STANDARDS FOR THE CONSTRUCTION AND OPERATION OF A 16 UNIT MULTI - FAMILY USE PROJECT; AND PROVIDING FOR RULES, STANDARDS, PROCEDURES, AND SEVERABILITY.

WHEREAS, JB Chisum Company, Inc., ("Developer") is under contract to purchase a total of four lots for a total of 1.338 acres of land, more or less, located in Hays County, Texas, and more particularly described as Woodcreek Sec 4-D Lot 6, Lot 7, Lot 8 and Lot 11. The Property is located wholly within the City's corporate limits; and

WHEREAS, Developer is under contract to purchase, and plans to develop four four-plex buildings for a total of 16 units (the "Project"), which will benefit and serve the present and future citizens of the City; and

WHEREAS, A Planned Development District ("PDD") accommodates large or complex developments under unified control planned as a single continuous project providing greater design flexibility in return for desirable features not normally required in conventional zoning districts to create a superior development to that which would occur using conventional zoning regulations; and

WHEREAS, The City of Woodcreek seeks to protect the health, safety, and welfare of those living in, working in, and visiting the City; and

WHEREAS, The City of Woodcreek has been in negotiations with Owner and agents of the proposed PDD Project as detailed in the Deerfield Cottages PDD Agreement and attached hereto as Attachment "1"; and

WHEREAS, Developer has submitted an application to the City to rezone the Property to Planned Development District, designating it as the "Deerfield Cottages" district; and

WHEREAS, The City held discussions and invited public comment on the proposed PDD district zoning in a public hearing held on the _____ day of _____, 2020 at _____ o'clock .M.; and

WHEREAS, Pursuant to Chapter 51 of the Texas Local Government Code, the City has general authority to adopt this Ordinance; and

WHEREAS, Pursuant to Chapter 211 of the Texas Local Government Code, the City has broad zoning authority; and

WHEREAS, The City finds that the land use and development standards established in the proposed Deerfield Cottages PDD Project are consistent to promote the public health, safety, and general welfare of those living in, working in, and visiting the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Woodcreek:

ARTICLE I. FINDINGS OF FACT

The foregoing Recitals are hereby adopted as findings of facts and are incorporated fully herein.

ARTICLE II. SHORT TITLE

This Ordinance shall be commonly cited as the “Deerfield Cottages PDD”.

ARTICLE III. ENACTMENT

- A. Zoning Map.** The official zoning map of the City of Woodcreek is hereby amended to reflect the zoning designations established in the PDD Master Plan attached as Exhibit “A” to Attachment “1”.
- B. Development Plan.** This Ordinance, together with Attachment “1” and the exhibits thereto constitutes the land use standards and development plan for the Deerfield Cottages PDD District upon the Property, as reflected in Attachment “1”, covered by this Ordinance. All land use and development of the Deerfield PDD on the Property must conform to the limitations and conditions set forth in this Ordinance, Attachment “1” and the exhibits thereto. Enactment of this Ordinance shall constitute the City’s approval of the land use standards and development plan.
- C. Planned Development (PDD) Master Plan.** The PDD Master Plan detailed in Exhibit “A” of Attachment “1” to this Ordinance, is hereby approved.
- D. Applicable Regulations.** Except as specifically provided by this Ordinance, the Deerfield Cottages PDD Project is subject to all provisions of the City’s Ordinances in effect on the effective date of this Ordinance. To the extent any provisions of this Ordinance conflicts with any provisions of City Ordinances or any related regulations, the provisions of this Ordinance shall control.
- E. Variances.** The approval of this Ordinance, Attachment “1” and Exhibit “A” constitutes the approval of the development standards and shall be deemed to be the functional equivalent of the approval of variances, exceptions, and alternative standards from conflicting provisions of City Ordinances. When considering a request for variances, exceptions, or alternative standards for the Deerfield Cottages PDD Project that were not addressed by the development standards contained herein, the City shall consider this Ordinance, the PDD Master Plan, and the City’s, then existing, Ordinances collectively.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the fullest extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits.** The following Attachment and Exhibit thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

Attachment “1” – Deerfield Cottages PDD

Exhibit “A” Master Plan, Property Description, Impervious Cover, Schematic Design.

ARTICLE III. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

ARTICLE IV. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

ARTICLE V. PROPERTY RECORDS

The City Manager is hereby directed to record a Notice of this Ordinance in the real property records of the County (so as to bind the City, the Owner and all future owners of the Property), and to provide regulatory certainty during the Term of this Ordinance.

ARTICLE VI. PUBLICATION

The City Manager is hereby directed to record and publish the attached rules, regulations and policies in the City’s Ordinances as authorized by Chapter 52 of the Texas Local Government Code.

ARTICLE VII. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

ARTICLE VIII. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage by the City Council and publication as required by law.

[Signature Page Follows]

PASSED AND APPROVED this, the _____ day of _____ 2020.

CITY OF WOODCREEK, TEXAS:

Gloria Whitehead, Mayor

Attest:

Linda Land, City Secretary

Attachment “1”

Deerfield Cottages

PLANNED DEVELOPMENT AGREEMENT

This Deerfield Cottages Planned Development Agreement (this of the “Agreement”) is entered into by and between the City of Woodcreek, Texas, a Class A General Law Municipality under the Laws of the State of Texas (the “City”) and J.B. Chisum Company, Inc. (the “Company”) (the City and the Company are collectively “the Parties”) who state, represent, and agree as follows:

SECTION 1. ENACTMENT PROVISIONS

This Agreement and Ordinance No. _____ collectively memorialize the Woodcreek City Council’s approval of the Company’s development of the “Deerfield Cottages Planned Development” (“the Development”) and memorializes the City’s creation of the zoning classification, “*Deerfield Cottages Planned Development District*.” This Agreement applies to the Property as described in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. DEFINITIONS

2.1 General.

Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below but are defined elsewhere in the City Code of Ordinances, shall be given the meanings set forth in the Ordinance for which it is defined. Words and phrases not defined in any City Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall include the singular, and words in the masculine gender shall include the female gender; and vice-versa. The word “shall” is always mandatory and the word “may” is merely directory. Headings and captions are for reference only.

2.2 Specific.

1. **All-weather surface:** means an area, which is usable or operative in all kinds of weather over which emergency and the area's typical passenger vehicles can pass at all times and which is constructed of a material, such as brick, pavers, asphalt or concrete over compacted sub-base and base as appropriate based on the geotechnical recommendation.
2. **Applicable Requirements:** shall mean the applicable federal and state laws, city ordinances, rules and regulations, and the Deerfield Cottages PDD Development Standards, contained herein.
3. **Applicant:** shall mean any owner, developer, person or entity engaging in subdivision or development of any of the Property or applying for any permit, approval, variance or waiver for any of the Property.
4. **Certified Inspector:** shall mean an independent certified state licensed inspector to inspect the Vertical Building Improvements as to their conformity with applicable city ordinances and building codes and related building plans.

5. **City:** shall mean the City of Woodcreek, Texas, a Texas Type A, general law municipality.
6. **City Manager:** shall mean the person or entity engaged by City to serve in the capacity of City's chief management officer.
7. **City Code of Ordinances:** shall mean the collective duly adopted ordinances of the City, together with all related administrative rules and technical criteria manuals.
8. **City Council:** shall mean the governing body of the City of Woodcreek, Texas.
9. **City Engineer:** shall mean the person or entity engaged by the City to serve in the capacity of engineer for the City of Woodcreek, Texas.
10. **County:** shall mean Hays County.
11. **Development Standards:** shall mean the land use standards for the Property as described in this Agreement. All land use and development of the Property in the Deerfield Cottages PDD District must conform to the limitations and conditions set forth in this Agreement.
12. **Development Plan:** shall mean this Ordinance, this Attachment "1" and the exhibits attached hereto, together, constitutes the development plan for the Deerfield Cottages PDD on the Properties.
13. **Driveway system:** means a private all-weather surface facility providing access for vehicles and pedestrians to parking spaces.
14. **Effective Date:** and similar references shall mean the date this Ordinance is approved and adopted.
15. **Master Plan:** The Master Plan attached hereto as Exhibit "A" shows the boundary of the Property, along with the other exhibits attached hereto, also provides for parking, building setbacks, and other pertinent development features.
16. **Developer:** shall mean (i) the Developer named above, or (ii) any subsequent Owner or Developer of any part of the Property that is a successor or assignee of any rights from Owner in the Property, in whole or in part.
17. **Project:** shall mean the Deerfield Cottages Planned Development on the Property as generally delineated in the PDD Master Plan attached hereto as Exhibit "A" and incorporated herein for all purposes.
18. **Property:** shall have the meaning set forth in the recitals to this Ordinance, and consists of the lots 6,7,8, & 11 located in Woodcreek, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.
19. **Site:** shall mean any individual parcel of land within the Project designated for a specific permitted use.
20. **Vertical Building Improvements:** shall mean the construction and reconstruction of a building, structure or any above ground improvement or development, not including roads, drainage facilities or utility facilities, and not including manufactured homes, modular housing or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

**SECTION 3.
LAND USE AND ZONING**

3.1 Zoning.

The zoning classification of the property is hereby changed to Deerfield Cottages Planned Development.

3.2 Permitted Uses.

The project may be developed to contain 16 dwellings units located within the four properties, subject to issuance of permits by the city hereafter

3.3 Prohibited Uses.

The project shall not contain any uses not otherwise allowed herein.

3.4 Maximum Densities.

a. Four-Plex. The Project shall not exceed the maximum gross density of 4 dwelling units per lot, for a total of 16 dwelling units on the property.

3.5 Permitting and Approval Criteria.

All applications for permits required by the City for the use and development of the Property shall be consistent with this Agreement. All aspects of such approvals which are not specifically covered by this Agreement shall be governed by the City Code of Ordinances.

3.6 Unified Development.

The Property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.

3.7 Phased Development.

The Project may be developed in phases over time and the phasing of development may be changed from time to time, including phases being developed concurrently, in response to market conditions or other factors.

**SECTION 4.
DEVELOPMENT STANDARDS**

4.1 Impervious Cover.

The Project shall not exceed an aggregate of thirty seven percent (37%) in impervious cover.

4.2 Four-Plex Site Requirements.

4PLX, Four-Plex. Four single-family dwelling units limited to no more than one building per lot occupied by no more than four families. Zoning can include single-family dwelling, two-family dwelling or four-family four-plex:

- (a) Minimum square feet living area per individual unit: 800;
- (b) Minimum setbacks:
 - 1. Front and back: 25 feet;
 - 2. Interior lot lines: seven and one-half feet; and
 - 3. Side street: 15 feet.

4.3 Utility Service.

Except where approved in writing by the City Manager, all utilities shall adhere to the following:

(A) No public utility shall install a utility facility or provide electric, telephone, cable, fiber optics, sewer or water services to any building, accessory buildings or structure until a building permit has been issued by the city for such building.

(B) No building permit shall be issued for any building, accessory building or structure requiring water or sewer service unless the water or sewer utility system or septic tank proposed to be utilized to provide water or sewer utility service to the building, accessory building or structure meets:

(1) The minimum standards of the Texas Commission on Environmental Quality (TCEQ); and

(2) The requirements of any applicable permits issued by the Texas Commission on Environmental Quality (TCEQ) and the county.

4.4 Fencing Plan.

The project shall comply with all City of Woodcreek ordinances and regulations related to fencing.

4.5 Drainage.

The Project shall comply with all City of Woodcreek ordinances and regulations related to floodplain and drainage.

4.6 Outdoor Lighting.

The project shall comply with all City of Woodcreek ordinances and regulations related to lighting.

4.7 Landscaping Requirements.

All landscaping shall enhance the natural aesthetic beauty of the Woodcreek area through diverse use of both native and non-invasive adapted species of plants.

a. **Maintenance.** All landscaping shall be maintained by the Owner and each successive Owner in accordance with the approved development plan for the property.

b. **Planting Criteria.**

- 1) Planting shall remain at least five feet (5') from edge of roadways and driveways.
- 2) Planting should be at least five feet (5') from underground utilities.
- 3) Planting should be at least five feet (5') from fire hydrants.

c. **Shade Trees shall be defined as the following:**

- 1) Bald Cypress
- 2) Burr Oak

- 3) Cedar Elm
- 4) Chinquapin Oak
- 5) Chinese (Lacebark) Elm
- 6) Live Oak
- 7) Monterey Oak
- 8) Pecan
- 9) Shumard Oak
- 10) Texas Ash
- 11) Texas Red Oak

d. Evergreen Ornamental Trees shall be defined as the following:

- 1) Wax Myrtle
- 2) Yaupon Holly
- 3) Mountain Laurel
- 4) Little Gem Magnolia
- 5) Eastern Red Cedar
- 6) Cherry Laurel

4.8 Parking Requirements

Parking shall be in accordance with the requirements of the four-plex zoning district and the master site plan, providing 8 parking spaces per lot and 32 total for the project. Garages are not required.

**SECTION
N 5.
PERMIT
FEES**

5.1. Permit and Inspection Fees. All development, permit and inspection fees required for the Project shall be in accordance with the City’s Ordinances and applicable schedule of such fees.

**SECTION
6.
AMENDM
ENTS**

Due to the fact that the Project may occur in phases over a number of years, Developer may make major or minor amendments to the PDD Master Plan upon notification to, and approval from, the City. Major amendments shall be those that (A) increase the total Project’s impervious cover. Major amendments to the PDD Master Plan shall require approval by City Council. Any amendment which is not classified as a major amendment shall be classified as a minor amendment. Minor amendments shall be administratively approved by the City Manager except that the City Manager may, at the City Manager’s sole discretion, seek approval from the City Council. If the City Manager and Developer dispute the classification of an amendment as major or minor, the issue shall be referred to City Council for final determination.

Section 11 Severability

Any provision of this Agreement that is found to be illegal, invalid or unenforceable will be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement illegal, invalid or unenforceable. Upon any such determination that any provision is illegal, invalid or unenforceable, such provision will be interpreted so as to best accomplish the intent of the parties within the limits of applicable Law.

Section 12 Representations

The parties represent that:

- (a) they are legally competent to execute this Agreement;
- (b) in choosing to enter into this Agreement, they have made their own investigation of the facts and are relying upon their own knowledge and upon the advice of counsel of their choosing;
- (c) they have not been influenced to enter into this Agreement by any oral or written representations or statements made about this matter by any attorney, agent, adjuster, employee or representative of any opposing party;
- (d) they understand and acknowledge that the other party does not warrant or represent any tax consequences of this Agreement, and they agree that they are relying on their own legal and/or tax advisors and not on each other with respect to any tax aspects of this Agreement. The parties agree that any tax or costs, attorneys' fees, penalties, or interest incurred or assessed to them are their sole responsibility.

Section 12 Other Matters

The parties agree that:

- (a) the Agreement is the complete and final agreement between the parties in regards to the matters referenced herein, and may be modified only by a written agreement, signed by the parties which expressly refers to and purports to modify the Agreement;
- (b) all prior agreements, discussions, and negotiations between the parties or their attorneys are hereby merged into the Agreement;
- (c) the terms of the Agreement are contractual and are not mere recitals;
- (d) the Agreement shall become effective immediately upon its execution; and

- (e) The parties agree that a faxed or scanned and emailed copy of the signatures required below shall be treated as if they are originals.

APPROVED AS TO FORM & SUBSTANCE:

The City of Woodcreek.

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

Subscribed and sworn to before me by _____
and _____ on the _____ day of _____, 2020.

Notary Public, State of Texas

J.B. Chisum Company, Inc.

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

Subscribed and sworn to before me by _____
and _____ on the _____ day of _____,
2020.

Notary Public, State of Texas

APPROVED AS TO FORM ONLY:

THE WYMORE LAW FIRM, PLLC

/s./ Kent E. Wymore IV

Kent E. Wymore IV

State Bar No. 24075315

1250 Capital of Texas Highway South

Building Three, Suite 400

Austin, Texas 78746

Tel: (512) 346-3600

Fax: (866) 211-4235

kent@thewymorelawfirm.com

ATTORNEY FOR WOODCREEK

EXHIBIT “A”

**MASTER PLAN, PROPERTY LOCATION, IMPERVIOUS COVER,
SCHEMATIC DESIGN**



DEERFIELD COTTAGES

SCHEMATIC DESIGN
JUNE 2020

LOCATION MAP



IMPERVIOUS COVERAGE CALCULATIONS

LOTS 6 & 7

LOT: 0.316 ACRES / 13,730.23 S.F.
GROSS BUILDING: 3,996.89 S.F. / 29.11%

BUILDING + PATIOS:
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 31.95%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING
(PERVIOUS PARALLEL PARKING AND WALKS):
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,634.47 S.F. / 41.04%

LOT 8

LOT: 0.36 ACRES / 15,674.91 S.F.
GROSS BUILDING: 3,996.89 S.F. / 25.50%

BUILDING + PATIOS:
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 27.98%

BUILDING + PATIOS + CURB + IMPERVIOUS PARKING
(PERVIOUS PARALLEL PARKING AND WALKS):
3,996.89 S.F. + 389.56 S.F. + 144 S.F. + 1,104.02 S.F. = 5,647.47 S.F. / 36.03%

LOT 11

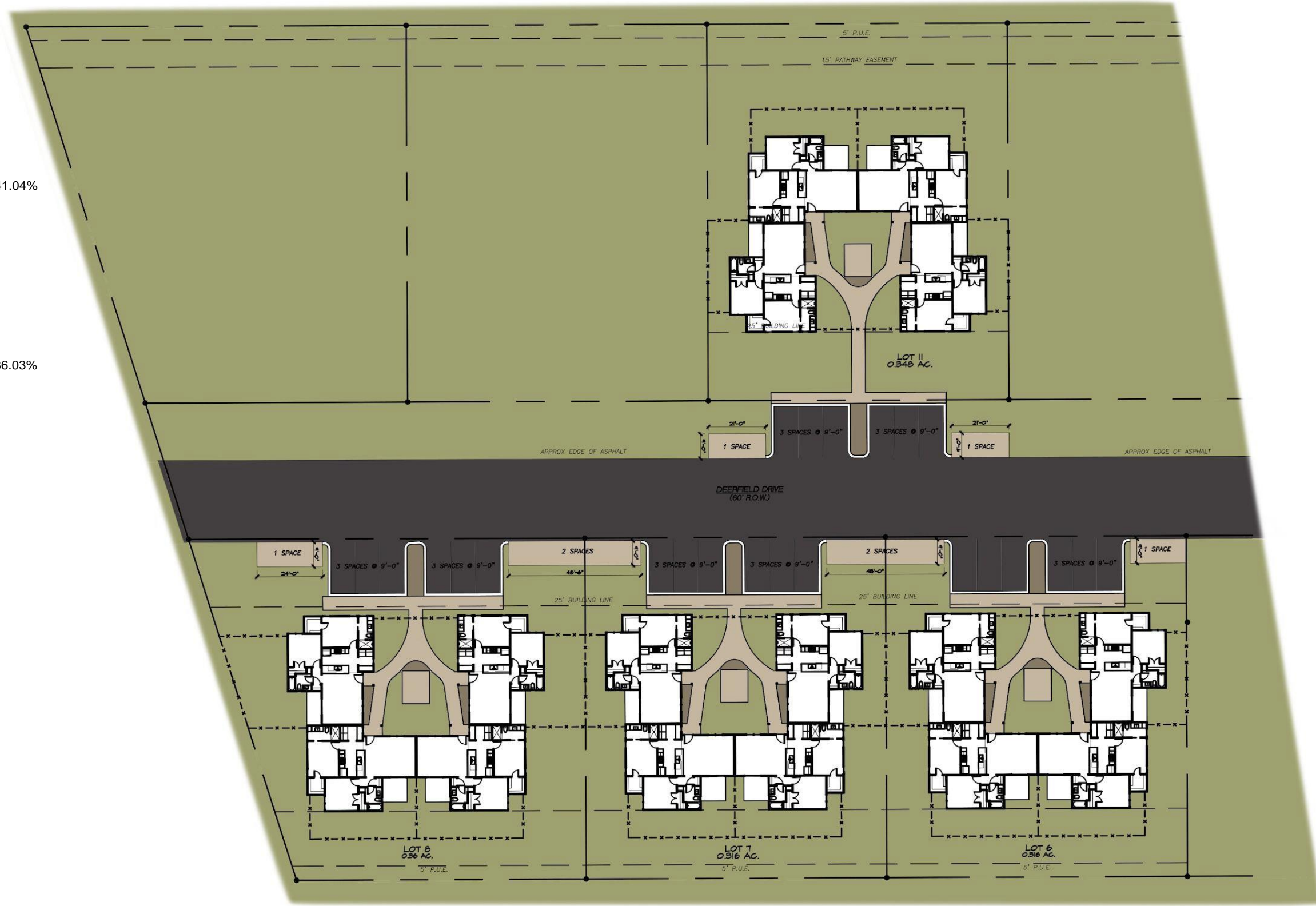
LOT: 0.348 ACRES / 15,172.30 S.F.
GROSS BUILDING: 3,996.89 S.F. / 26.34%

BUILDING + PATIOS:
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

BUILDING + PATIOS (CURB IN ROW, IMPERVIOUS PARKING IN ROW,
PERVIOUS PARALLEL PARKING AND WALKS):
3,996.89 S.F. + 389.56 S.F. = 4,386.45 S.F. / 28.91%

PARKING TABLE (PER LOT)

SIX (6) IMPERVIOUS SPACES
TWO (2) PERVIOUS SPACES (CRUSHED GRANITE)



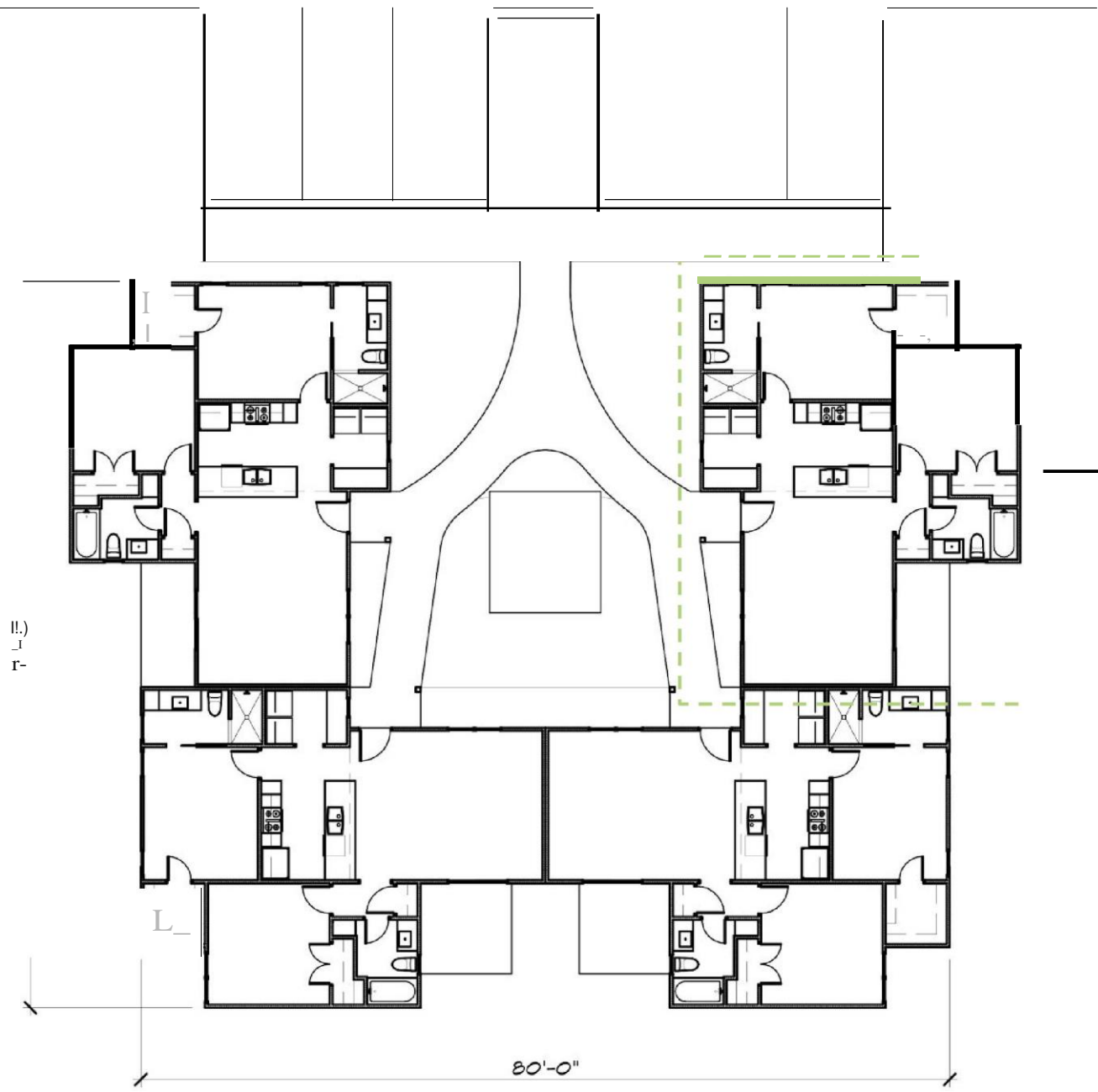
N
SITE PLAN
1" = 40'-0"

DEERFIELD COTTAGES

SCHEMATIC DESIGN
AUGUST 2020

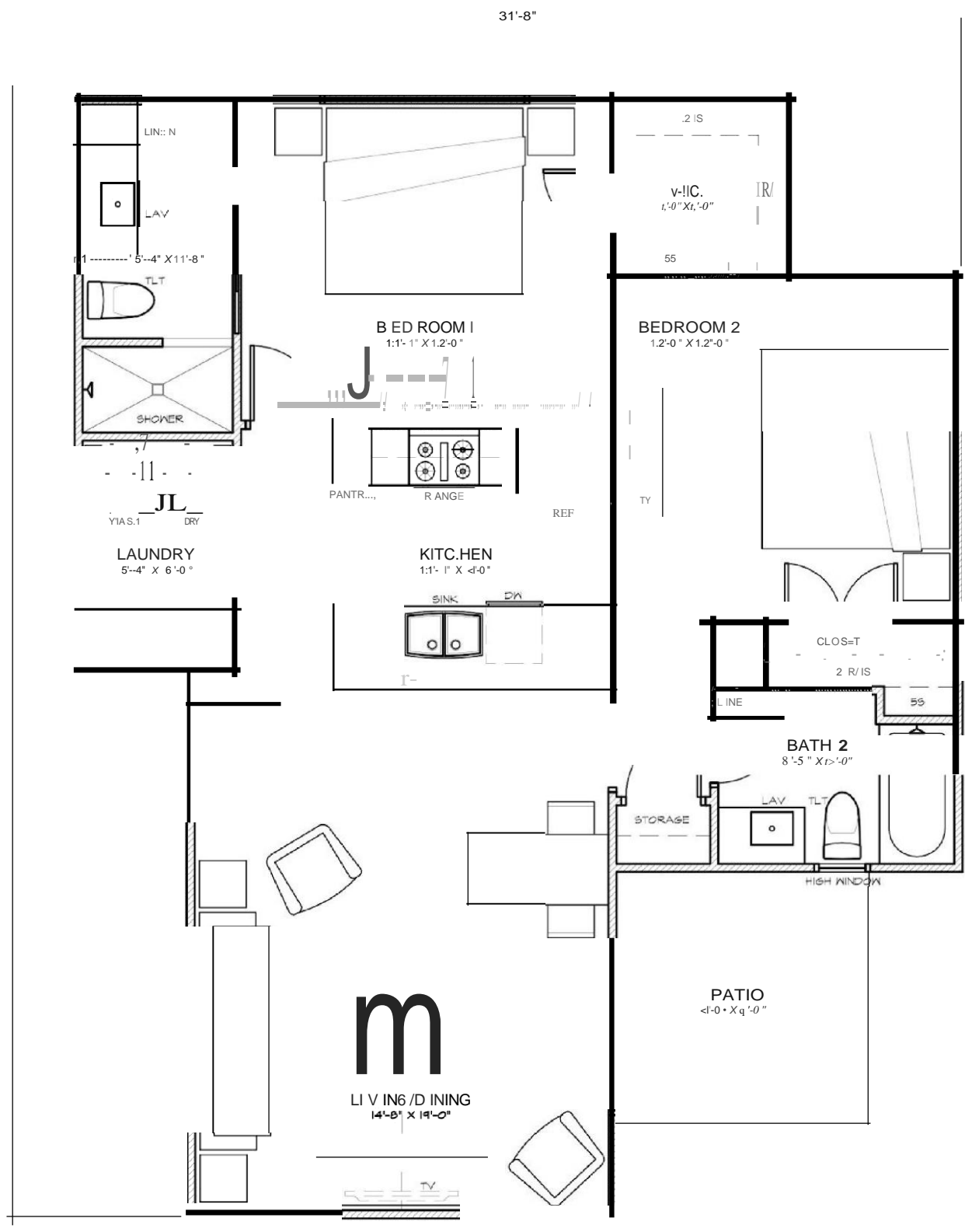
SITE PLAN





BUILDING PLAN

1/16" = 1'-0"



UNIT PLAN - 999 SQUARE FEET

3/16" = 1'-0"

DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

FLOOR PLANS





FRONT



RIGHT SIDE



REAR



LEFT SIDE

DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

ELEVATIONS





DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

OVERALL SITE FROM NORTHWEST





DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

TYPICAL BUILDING





DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - ENTRY





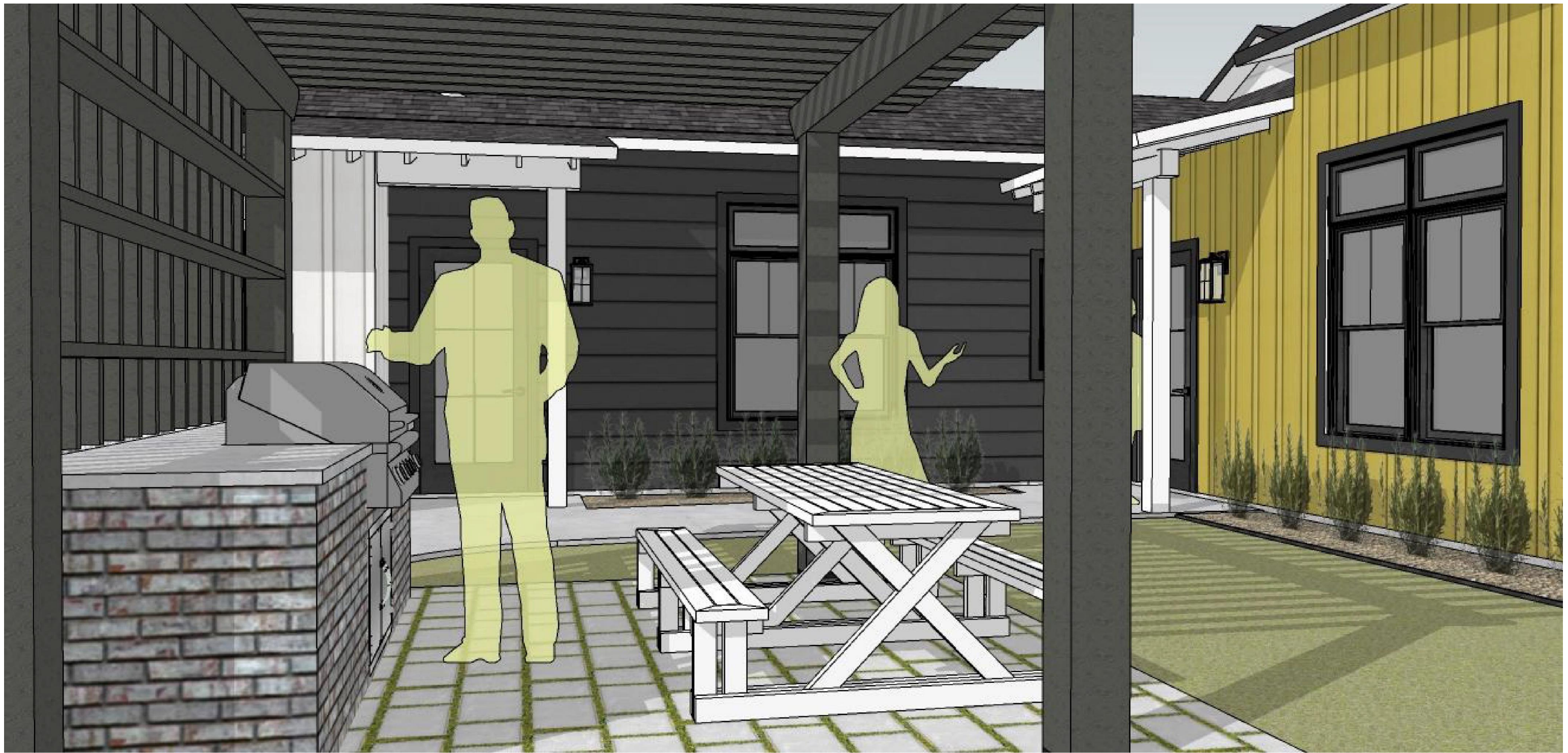
DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHADE STRUCTURE





DEERFIELD COTTAGES

SCHEMATIC DESIGN

JUNE 2020

COURTYARD - SHARED AREA

