



# **PDD Rezoning Application Packet**

## **Legend**

**Section 101: General Description of a Planned Development District (PDD)**

**Section 102: Optional Pre-Application Meeting.**

**Section 103: Application Submission Requirements.**

**Section 104: Submittal Review.**

**Section 105: Hearing Authorities for Newly Proposed PDD's.**

**Section 106: Hearing Authorities for Modification to Proposed PDD's.**

**Section 107: PDD Noticing Requirements for Council meeting.**

**Section 108: Planning & Zoning Commission & City Council Decision for New PDD's.**

**Section 109: Planning & Zoning Commission or City Council for PDD Modifications.**

### **Section 101: General Description of a Planned Development District (PDD)**

The PDD is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners.

### **Section 102: Optional Pre-Application Meeting.**

An optional pre-application meeting can be set-up before submitting the application packet. The purpose of this meeting is to discuss a proposed project in general terms. It is not regarded as an official filing of application packet.

### **Section 103: Application Submission Requirements.**

One (1) copy of following items shall be provided in order to begin completeness review:

- A. Submittal of appropriate filing fees for the application. **New: \$1,250.00 for less than three (3) acres, \$2,500.00 for three (3) acres to ten (10) acres, and \$5,000.00 for more than ten (10) acres. All of these fees also include 115% for any City third-party review, as needed (this will be charged later in the process) + postage fees (this will be charged later in the process). Modification: \$625.00 for less than three (3) acres, \$1,250.00 for three (3) acres to ten (10) acres, and \$2,500.00 for more than ten (10) acres. All of these fees also include 115% for any City third-party review, as needed (this will be charged later in the process) + postage fees (this will be charged later in the process).**
- B. Copy of the application with all information completely filled out and all applicable signatures.
- C. Copy of the deed showing ownership. Proof of signatory authority for corporations is required.
- D. A narrative indicating the purpose the proposed PDD if new, and indicating the purpose of the changes if it is a PDD modification.
- E. Owner's authorization for agent, as applicable.
- F. Legal description, with associated map, of property both sealed by a State licensed surveyor.
- G. Traffic impact analysis (TIA) in accordance with Section 36, City Code or copy of City approved development agreement addressing transportation related concerns. Development layout must be representative of these items to the satisfaction of the City Engineer.
- H. Development plan text which includes at a minimum:
  1. Standards for land uses (i.e. single family, duplex, multi-family, retail, medical, professional office, utility, light industry, heavy industry, parks, conservation, agriculture, religious institutions ).
  2. Basic building standards such as setbacks, height, and floor area ratio.
  3. Site standards such as impervious cover, minimum on-site parking and loading standards, buffers, screening and landscaping, signs, lighting.

4. A development schedule indicating date of construction and when development is to be completed listed in the plan.
  5. If submitting a modification, provide a copy of the original development plan text with the items to be deleted in ~~red cross through~~ and any additions in red underline.
- I. Development plan map(s) which shall be a scaled drawing, match the development plan text, and includes at a minimum:
1. Location of streets, alleys, lots, and building sites.
  2. Any areas proposed for dedication or reserve as parks, parkways, playgrounds, utility and garbage easements, school sites, street widening, street changes.
  3. The points of ingress and egress from existing public streets on an accurate survey of the boundary of tract and topography with a contour interval of not less than five (5) feet, or spot grades where the relief is limited.
  4. The specific areas to be devoted to various land uses which matches the definitions in the development plan text.
  5. The location of each building, the minimum distance between buildings, and between buildings and the property line, street line and/or alley line.
  6. The arrangement and provision of off-street parking and off-street loading zones.
  7. Any special traffic regulation facilities proposed or required to ensure the safe function of the circulation plan.
  8. Designation of the maximum building coverage of the site.
  9. Areas showing screening and landscaping where such treatment is essential to the proper arrangement of the development in relation to adjacent property. It shall include screening walls, ornamental planting, playgrounds, wooded areas to be retained, lawns and gardens.
  10. If submitting a modification a separate page which indicates the originally approved plan map with the items being removed marked in **red dashes** with red "X" in the center and items being added marked in **green dashes** with an "O" in the center. Also a new page which indicates the proposed layout unmarked with dashes and letters.
- J. Any modification to a PDD may require all of these items as listed above, fewer items, or entirely new items depending on the modification request.
- One (1) of each item, shall be submitted in electronic format to [planninganddevelopment@ci.elgin.tx.us](mailto:planninganddevelopment@ci.elgin.tx.us)
- K. List of all property owners within 200 feet of property proposed as the Plan with addresses as recorded by the applicable County Tax Appraisal District.
- L. Address stickers and envelopes addressed (typed) to each property owner within 200 feet **DO NOT SEAL THE ENVELOPES.**

- M. “Certified Mail” receipts and cards for “Return Receipt Requested” mail (information filled in). The front of the card should be (addressed to be returned to) City of Elgin, Planning and Community Development Department, P.O. Box 591, Elgin, Texas, U.S.A. 78621.

Items K - N shall be submitted in person to the Development Services Department after comments are received back from the City at the time of first (1<sup>st</sup>) submittal. These items must be in the Department’s possession in order to schedule the item.

#### **Section 104: Submittal Review.**

The items will go through a submittal review. This review is conducted by the Development Review Committee (DRC). Submittals shall be as outlined below:

- A. First (1<sup>st</sup>) submittal. The DRC shall review the first (1<sup>st</sup>) submittal within thirty (30) calendar days and submit comments to the applicant in writing by the end of this timeframe.
- B. Response of Applicant. The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead within six (6) months of the date of DRC comments. This shall also include revised documentation showing the comments have been addressed by the applicant. **Failure to respond to DRC comments within six (6) months of the date of DRC comments will administratively expire the application.**
- C. Second (2<sup>nd</sup>) & third (3<sup>rd</sup>) submittals. The second (2<sup>nd</sup>) and third (3<sup>rd</sup>) submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant’s submittal to the City. For these submittals, response shall be required as stated in subsection (B). **Failure to respond to DRC comments within six (6) months of the date of DRC comments will administratively expire the application.**
- D. Scheduling of public hearing. Upon the closing of all DRC comments or reaching the third (3<sup>rd</sup>) submittal, the application will be scheduled for its public hearings.

#### **Section 105: Hearing Authorities for Newly Proposed PDD’s.**

A PDD rezoning will be heard by the Planning & Zoning Commission for a recommendation and the City Council for consideration (action) on the item. Applicants shall receive written notice of the location, date, and time of the Commission and Council public hearings.

#### **Section 106: Hearing Authorities for Modification to Proposed PDD’s.**

Changes to the plan which do not alter the basic relationship of the proposed development to adjacent property; which do not alter the uses permitted; increase the density, floor area ratio, height or coverage of the site; do not decrease off-street parking; or reduce the yards at the site boundary are considered by the Planning and Zoning Commission. Anything else not meeting these standards shall follow Section 105. Applicants shall receive written notice of the location, date, and time of the public hearing(s).

**Section 107: PDD Noticing Requirements for Council meeting.**

Public noticing of the Council meeting shall consist of a 200 foot notice surrounding the applicant's property. This will be sent out at least eleven (11) days before the meeting. This is all the noticing that is required for the project.

**Section 108: Planning & Zoning Commission & City Council Decision for New PDD's.**

- A. In regard to the recommendation, the Commission has the option to recommend approval, recommend approval with conditions, recommend denial, or continue the item upon concurrence of the applicant.
- B. In regard to the consideration (action), the Council has the option to approve, approve with conditions, deny, or continue the item upon concurrence of the applicant. Upon denial, the application expires.

**Section 109: Planning & Zoning Commission or City Council for PDD Modifications.**

In regard to the consideration (action), the Commission has the option to approve, approve with conditions, deny, or continue the item upon concurrence of the applicant in areas where allowed by Code. Otherwise the Council will have the same options as the Commission in situations where the Code requires City Council consideration (action).

# PDD REZONING APPLICATION

Date: \_\_\_\_\_

New \_\_\_\_ Modification \_\_\_\_

Modification of \_\_\_\_\_

## SITE INFORMATION

Project Address: \_\_\_\_\_

Parcel Identification Number (if no address): \_\_\_\_\_

## APPLICANT

Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_; Phone Number: \_\_\_\_\_

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

\_\_\_\_\_

Signature

Printed Name

Date

Project Description:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**AGREEMENT AND DEVELOPMENT PLAN**

**[NAME OF DEVELOPMENT]**

**PLANNED DEVELOPMENT DISTRICT (PDD)**

**THE STATE OF TEXAS        §**  
**COUNTY OF \_\_\_\_\_        §**

**THIS AGREEMENT AND DEVELOPMENT PLAN** (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and \_\_\_\_\_, its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

**WHEREAS**, the Owner is the owner of certain real property consisting of \_\_\_\_\_ acres, as more particularly described in **Exhibit "A-\_\_\_"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

**WHEREAS**, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

**WHEREAS**, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

**WHEREAS**, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

**WHEREAS**, on \_\_\_\_\_, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

**WHEREAS**, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

**NOW THEREFORE BY THIS AGREEMENT WITNESSETH** that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:



I.

**GENERAL PROVISIONS**

**1. CONFORMITY WITH DEVELOPMENT PLAN**

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

**2. ANNEXATION**

*[This area should contain a statement about if and when the property is annexed into the Elgin City Limits.]*

**3. CHANGES AND MODIFICATIONS**

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

**4. ZONING VIOLATION**

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of \_\_\_\_\_ County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

**5. MISCELLANEOUS PROVISIONS**

**5.1 Assignment.**

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

**5.2 Necessary Documents and Actions.**

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

**5.3 Severability.**

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**5.4 Entire Agreement.**

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

**5.5 Applicable Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**5.6 Venue.**

All obligations of the parties created hereunder are performable in \_\_\_\_\_ County, Texas and venue for any action arising hereunder shall be in \_\_\_\_\_ County.

**5.7 No Third Party Beneficiaries.**

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

**5.8 Duplicate Originals.**

This Agreement may be executed in duplicate original, each of equal dignity.

**5.9 Notices.**

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER CITY OF ELGIN, TEXAS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ City of Elgin, Texas  
P.O. Box 591  
Elgin, Texas 78621  
Attn: City Manager

**5.10 Effective Date.**

This Agreement shall be effective from and after the date of due execution hereof by all parties.

**5.11 Appeal of Administrative Decisions.**

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

**5.12 Binding Effect.**

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

**5.13 Sunset Provision**

In the event that this Planned Development Plan is not recorded within \_\_\_\_\_ (\_\_\_) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to \_\_\_\_\_ (the zoning ordinances in effect at the time of approval of this PDD).

## II

### DEVELOPMENT PLAN (“Plan”)

#### 1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

#### 2. **PROPERTY**

This Development Plan (hereinafter referred to as “Plan”) covers approximately \_\_\_\_\_ acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

#### 3. **PURPOSE**

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

#### 4. **APPLICABILITY OF CITY ORDINANCES**

##### 4.1 **Zoning and Subdivision Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

*[Include any variances to the current zoning code in this area. For example variance to impervious cover parking requirements or building height requirements, etc.]*

##### 4.2 **Other Ordinances**

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibits" \_\_\_\_** " attached hereto and incorporated herein. **Exhibit " \_\_\_\_** " depicts the Development Plan for the property, **Exhibit " \_\_\_\_** " depicts the development standards for the Residential Parcels within the Property. A property owner's association governing the residential and commercial properties will be developed before certificate of occupancy.

6. **UNDERGROUND UTILITY SERVICE**

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

7. **DRIVEWAY ACCESS TO \_\_\_\_\_**

*[It should be stated in this section if special access is required for the development.]*

8. **PARKLAND DEDICATION [If applicable]**

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1 **Parkland Fee in Lieu of Required [If applicable]**

*[This item must be negotiated with Michael Gonzalez, Parks Director.]*

8.2 **Trail and Drainage System**

*[Include information if applicable along with exhibits.]*

8.3 **Parkland and Pocket Parks**

*[Include information if applicable.]*

8.4 **Amenity Center**

*[Include information regarding amenity centers if applicable.]*

9. **SIGNS**

9.1 *[Include information regarding proposed primary and secondary signs. Please see Chapter 32 of our Code of Ordinances.]*

**10. WATER AND WASTEWATER**

10.1 Potable water and wastewater will be provided by City of Elgin to the Property Line.

**11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER**

11.1 *[Include a statement about whether or not this development will be required to provide water quality and what those requirements are.]*

**12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS**

12.1 This project will/will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide connectivity to adjacent properties.

**13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS**

13.1 *[Include variances to these items here if applicable.]*

**14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN**

**14.1 Minor Changes**

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

**14.2 Major Changes**

All changes not permitted under section 10.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

**14.3 Deed Restrictions and Creation of a Home Owner's Association**

The Owner shall create a Condominium Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any

deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of \_\_\_\_\_ County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern. City shall review any proposed changes for consistency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Manager:**

**[Development Company]**

**By: \_\_\_\_\_**  
**\_\_\_\_\_, President**

**CITY OF ELGIN**

**By: \_\_\_\_\_**  
**CHRIS CANNON, Mayor**

**ATTEST:**

**By: \_\_\_\_\_**  
**AMELIA SANCHEZ, CITY SECRETARY**

**STATE OF TEXAS**

**\_\_\_\_\_ COUNTY**

Sworn and subscribed before me this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by  
\_[developer]\_\_\_\_\_.

**SEAL**

\_\_\_\_\_  
**Signature of Notary**



**STATE OF TEXAS**  
\_\_\_\_\_ **COUNTY**

Sworn and subscribed before me this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by Chris Cannon,  
Mayor, City of Elgin, Texas.

**SEAL**

\_\_\_\_\_  
**Signature of Notary**

**STATE OF TEXAS**  
\_\_\_\_\_ **COUNTY**

Sworn and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ by  
\_\_\_\_\_ City Secretary, City of Elgin, Texas.

**SEAL**

\_\_\_\_\_  
**Signature of Notary**

**EXHIBIT A – “METES AND BOUNDS DESCRIPTION OF THE PROPERTY”**

**EXHIBIT B**

**EXHIBIT C –**

**EXHIBIT D:**