



# SHADY SHORES DEVELOPMENT

Q&A

# DEFINITIONS



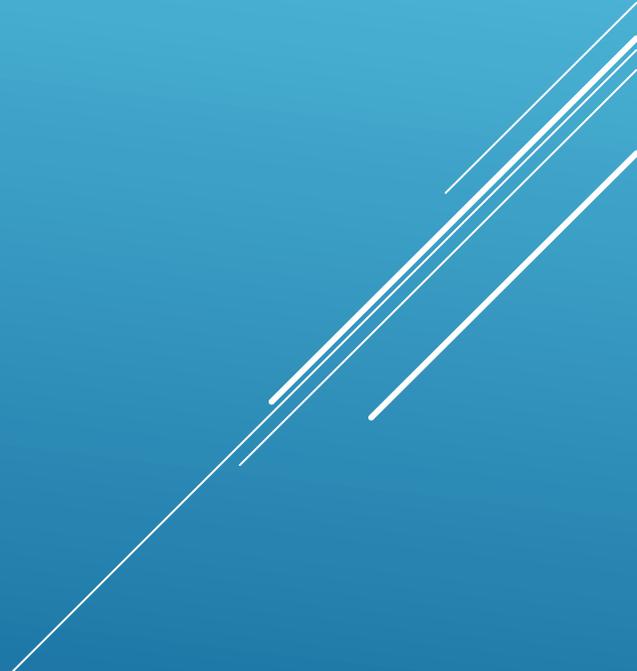
## TYPE A GENERAL LAW

- ▶ Powers are granted by the State Legislature in specific statutes (only has powers given to it by the state)

## HOME RULE

- ▶ Has Powers of self rule as long as they do not conflict with the State

POWERS OF A TYPE A GENERAL LAW  
CITY VS HOME RULE CITIES



**Zoning Ordinance-** A zoning ordinance is a **written regulation and law that defines how property in specific geographic zones can be used.** The Town of Shady Shores Zoning Ordinances specifies whether zones can be used for residential or commercial purposes, and may also regulate lot size, placement, bulk (or density) and the height of structures. All areas in the Town of Shady Shores not otherwise zoned are currently zoned single family residential.

## DEFINITIONS



# SUBDIVISION ORDINANCE

- ▶ **SUBDIVISION ORDINANCE** -an Ordinance that is designed to encourage and promote quality development within the Town consistent with the rural atmosphere and quality of life, as legally permitted for subdivision ordinances. The Town of Shady Shores Subdivision Ordinance regulates construction plans for public improvements and all other construction plans are required separately from the consideration of a preliminary or final plat. Approval of the construction plans is required prior to any permits being issued for the construction of the improvements. The improvements must be constructed with all required inspections, and must pass all inspections, prior to any permits being issued for any private improvements. The construction of private improvements, such as homes to be constructed on an approved platted lot, are regulated by the Zoning Ordinance, and the building codes of the Town.

## ZONING ORDINANCE

- ▶ **REGULATES LOT USE**
- ▶ REGULATES LOT SIZE
- ▶ LOT USE COMMERCIAL VS RESIDENTIAL
- ▶ STRUCTURE SIZE

## SUBDIVISION ORDINANCE

- ▶ **REGULATES Roads, utilities, drainage**
- ▶ INFRASTRUCTURE IMPROVEMENTS
- ▶ DRAINAGE IMPROVEMENTS
- ▶ PROMOTES QUALITY DEVELOPMENT

## ZONING VS SUBDIVISION

# EXTRA- TERRITORIAL JURISDICTION

- ▶ **Extra-Territorial Jurisdiction (ETJ)**- The ETJ is a designated buffer area located just outside of the city limits. Each municipality is afforded an ETJ by the Texas Local Government Code as a method of defining potential growth and future service boundaries. An ETJ boundary cannot overlap with another municipality's ETJ, and property owners can not elect which boundary they want to be part of, unless mutually agreed upon by the municipalities.

# WHAT IS NOT REGULATED IN THE ETJ

- ▶ ZONING OR LAND USE ORDINANCES
- ▶ ANY OTHER CITY ORDINANCES – WITH THE EXCEPTION OF THE SUBDIVISION ORDINANCE AND LIMITED PUBLIC SAFETY ORDINANCES.

- ▶ **Development Agreement** - is a voluntary contract authorized by state law between a local jurisdiction and a person who owns or controls property within the jurisdiction, (ETJ) detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property. Although the agreements are **voluntary**, once made they are binding on the parties and their successors. A development agreement provides assurances to the developer and the Town that the development regulations that apply to the project will not change during the term of the agreement. The city or county may require conditions to mitigate project impacts, as well as clarification about project phasing and timing of public improvements.



## DEVELOPMENT AGREEMENTS

# ANNEXATION

- ▶ **ANNEXATION** - is a process by which a municipality expands its boundaries into adjacent areas not already incorporated into the municipality. A Type A General Law City such as the Town of Shady Shores may annex property under certain conditions including upon petition of the land-owner.

## Development Agreement

- ▶ Voluntary- the developer has no requirement to agree or enter into an agreement
- ▶ Allows the Town more control over the proposed development through negotiations with the developer whether it is annexed into the Town or remains in the ETJ.
- ▶ Legally binding agreement between the developer and the Town

## Annexation

- ▶ Voluntary- The Town of Shady Shores cannot unilaterally annex property in the ETJ.
- ▶ Allows the Town more control over the property. Failure to annex could cause more expense to current taxpayers as services may need to be extended to ETJ areas even though the landowners provide no support to the town of Shady Shores.
- ▶ Land annexed into the Town of Shady Shores can increase the appraised tax value, helping to keep the Town tax rate low.

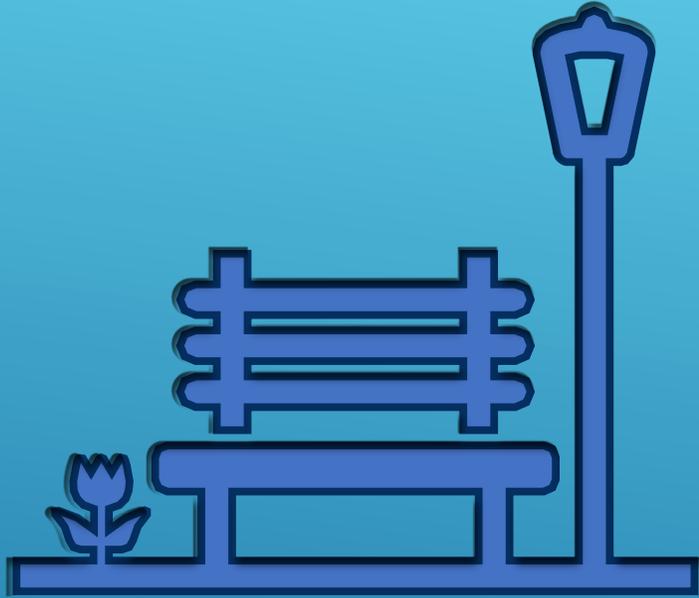
# DEVELOPMENT AGREEMENT/ANNEXATION

- ▶ 13.54 Acres is currently located in the Town of Shady Shores ETJ
- ▶ 13.54 Acres is not currently incorporated to the Town Limits
- ▶ There is no legal requirement for the developer to agree to a development agreement, annexation or any other voluntary requirements
- ▶ In the absence of a Development Agreement the Developer could use the property for any desired use including commercial; industrial, multi family or dense single-family development; manufactured homes, tiny home or any other desired use.

## FACTS



# CURRENT SITUATION



- ▶ **DEVELOPMENT AGREEMENT APPROVED-** The Shady Shores Town Council approved a development agreement on October 12, 2020. In an effort to increase transparency the Planning and Zoning Commission reviewed the agreement and solicited public comment through a public hearing at the October 8<sup>th</sup> P&Z Meeting. There is no legal requirement to notify residents, however information was forwarded to the Cielo Ranch HOA well in advance of both meetings.

# DEVELOPMENT AGREEMENT APPROVED

- ▶ No more than 29 Single Family Lots (Approved by the Town Fire Marshall )
- ▶ Building Materials- 90% brick **(Municipalities are no longer able to regulate building materials)**
- ▶ Minimum Lot size .21 acres/average lot size .468 acres, .6 acre available **(these lot sizes are similar to what is currently in Cielo Ranch which actually entered the City Limits through much the same process)**
- ▶ Minimum Structure Size- 3000 square foot homes **(if no agreement we could not regulate the size) if it was in Town the minimum requirement would only be 2000.)**
- ▶ Setback Requirements- Front, rear and corner 20 feet; Side yard setbacks 7.5' (Cielo side yards are 5')
- ▶ The developer has requested annexation of the property into the Town of Shady Shores
- ▶ All platting; design and construction will be inspected and approved by the Town of Shady Shores.
- ▶ Agrees that accessory structures will follow Town of SS regulations **(this means sheds; outbuildings, detached garages etc)**
- ▶ Underground utilities are required to be installed
- ▶ Brick or Stone mailboxes
- ▶ Fees for Permits and other construction will be paid to the Town of Shady Shores

# DEVELOPMENT AGREEMENT HIGHLIGHTS

10/08/2020  
10/12/2020

- Development Agreement Reviewed by Planning and Zoning 10/08/2020
- Development Agreement Reviewed and Approved by the Town Council 10/12/2020
- Public Comment was received at both meetings

Preliminary  
Plat

- Scheduled for Review at 11/5/2020 P&Z meeting; property owners within 200' notified per LGC
- Scheduled for Town Council Review 11/09/2020; property owners within 200' notified
- Per State law plats must be approved or denied within 30 days of application to the Town. Failure to deny constitutes approval.

Annexation

- Public Hearing on Annexation scheduled for 11/09/2020 Town Council meeting
- Town may approve annexation by Ordinance

Zoning-  
Final Plat

- The Final steps include zoning consistent with the terms of the Development Agreement, and Final Plat which would be consistent with the Preliminary Plat.
- Construction on the development cannot begin until construction plans for the public improvements (primarily road and drainage construction) are approved.

# TIMELINE OF EVENTS

**Q: If the Town of Shady Shores did not enter into a Development Agreement would that prevent the Developer from developing the property?**

**A: No, in fact the developer could choose to use the land in any way they determined feasible, there would be no regulation of building materials used; land usage structure size or demand. The Development Agreement gives the Town some control to regulate the development.**

FAQ

**Q: What if the Town chose not to annex the property?**

**A: Because the property is located in the ETJ the new development whatever it might look like could and would impose a financial burden on the town, roads will be impacted, sanitation, police and fire all services provided by the town will be an issue; residents or businesses that build there would be confused as to where they belong and therefore demand services and staff resources; all of this would be addressed with no additional revenue to the Town to cover costs.**

FAQ

**Q: Could Cielo Ranch build a gate? Would this stop the subdivision or allow Cielo ranch to keep residents of the new development from using its roads and gates?**

**A: No,** Cielo Ranch HOA could not prohibit individuals residing in the new subdivision from accessing their property. The roads in Cielo are public roads, and therefor not compatible with locked gates.

FAQ

**Q: If the City Does nothing at all what could happen to the property?**

**A:** The developer could choose to put in any type of commercial, multifamily, high density single-family development, this could include a mobile home park, an RV Park, a wedding venue, a restaurant; the Town would have no control or say over the building materials; size; lot size etc.

FAQ

**Q: How can I keep up with current information about City meetings and events that might affect my home and tax rate?**

FAQ

**A:** Important information is relayed to residents in the following ways:

- Agendas and Packet Materials on website 72 hours in advance
- Electronic Sign in front of Town Hall
- E-Notifications can be received by email or text
- Sign up for the Town Newsletter
- Town Calendar on the town's website
- Information that directly impacts subdivisions is generally sent to the HOA contact, as was in this case. Make sure the Town is apprised of current HOA management company and contact information.
- Some meetings require special notification directly to property owners which would be sent by regular mail and advertised in the Town's designated newspaper the Denton Record Chronicle. Proper notification was sent in both instances.

**Q: Is the Development a “done” deal?**

**A: No, there are some things that could still happen in this process to prevent the development from happening. However, the Development Agreement was reached after careful consideration of the alternative developments that have either been proposed or were possible for this property without the Agreement. The alternatives were not as desirable, nor was no development at all something the Town could have required.**

- 1) Sale of the property could not go through**
- 2) Plats and construction plans still need to be approved**
- 3) Annexation needs to take place to fulfill the development agreement**

FAQ

**Q: How were residents notified that this was going to be discussed?**

FAQ

**A:** The Town published notice of the meetings to discuss the development agreement on the Town's website. An email was sent to the Cielo Ranch HOA manager Lori Jones with a request to disseminate the meeting information as this was a topic that was of special interest to Cielo Ranch Residents. An additional meeting was added as a courtesy as this issues was a special concern to Cielo Ranch residents. Per the State requirements regarding Preliminary Plats, a notice was sent by mail to residents located within 200' of the proposed replat for both the Town Council and Planning and Zoning Commission Meeting. An email was again sent to HOA Manager Lori Jones to let her know of the meeting and disseminate the information to the residents.

All Notices have been prepared and sent as required by law.



QUESTIONS

