

ORDINANCE NO. O-2021-042

AN ORDINANCE OF THE CITY OF GUN BARREL CITY, TEXAS AMENDING ORDINANCE #O-2021-040 WHICH AMENDED THE COMPREHENSIVE ZONING ORDINANCE AND MAP GRANTING A CHANGE IN ZONING FROM CONDOMINIUM RESIDENTIAL DISTRICT (CD-1) TO PLANNED DEVELOPMENT DISTRICT (PD) FOR TR 2, 10.679 ACRES IN THE AB HOCKIDAY SURVEY, BELONGING TO CEIGEN CEDAR CREEK LAKE LLC., BEING SITUATED IN THE CITY OF GUN BARREL CITY, HENDERSON COUNTY, TEXAS; ADOPTING AND INCORPORATING A DEVELOPMENT AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the Planning and Zoning Commission and City Council of the City of Gun Barrel City, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that said Zoning Ordinance and map should be amended as provided herein; and

Whereas, on September 28, 2021, the City Council for the City of Gun Barrel City previously passed Ordinance #O-2021-040 changing the zoning of the property the subject of this Ordinance from Condominium Residential District (CD-1) to Planned Development District (PD); and

Whereas, the City Council for the City of Gun Barrel City finds that this Ordinance amending Ordinance #O-2021-040 is necessary to further specify the need for Planned Development District (PD) zoning concerning the property in question, and to more clearly set forth the development and conceptual aspects of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GUN BARREL CITY, TEXAS:

Section 1. That the Comprehensive Zoning Ordinance and map of the City of Gun Barrel City, Texas, as heretofore amended, be, and the same are hereby, amended to grant a change in zoning from CONDOMINIUM RESIDENTIAL DISTRICT (CD-1) TO PLANNED DEVELOPMENT DISTRICT (PD) FOR TR 2, 10.679 ACRES IN THE AB HOCKIDAY SURVEY, BELONGING TO CEIGEN CEDAR CREEK LAKE LLC., BEING SITUATED IN THE CITY OF GUN BARREL CITY, HENDERSON COUNTY, TEXAS.

Section 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Gun Barrel City and the Development Agreement entered into between the City and Ceigen Cedar Creek Lake LLC.,

which is attached hereto as **Exhibit "A."**

Section 3. That all provisions of the ordinances of the City of Gun Barrel City in conflict with the provisions of this Ordinance be, and the same are hereby, repealed.

Section 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part of provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

Section 5. That any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Gun Barrel City, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and City Charter in such cases provide.

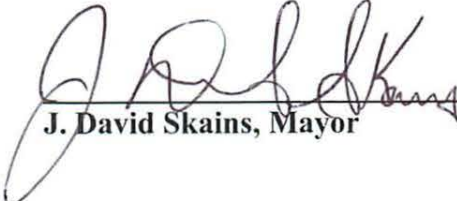
Duly Passed by the City Council of the City of Gun Barrel City, Texas, on the 25th day of January, 2022.

Attest:



Janet Dillard, City Secretary

Approved:



J. David Skains, Mayor

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HENDERSON §

This Development Agreement (“Agreement”) is entered into this _____ day of _____, 2022 by and between the City of Gun Barrel City, Texas (“City”), a home-rule city organized, existing and operating pursuant to State law and its City Charter, and Ceigen Cedar Creek Lake, LLC (“Ceigen Cedar Creek Lake”) for the purpose and consideration set forth herein.

WHEREAS, Ceigen Cedar Creek Lake (property owner) is a real estate development company that desires to construct and develop a phased mixed-use development on property located within City’s incorporated limits; and

WHEREAS, City has enacted a comprehensive zoning plan with specific zoning districts regulating the use of property within City; and

WHEREAS, City has enacted a planned development zoning district which allows for flexibility regarding unique developments; and

WHEREAS, City’s City Council, on September 28, 2021, passed Ordinance No. O-2021-040, changing the zoning regarding the property the subject of this Agreement from Condominium Residential District (CD-1) to Planned Development District (PD); and

WHEREAS, in order to further set forth the specifics of the development, such as size and location, conceptual plan, use of the property, parking, dimensional requirements, landscaping and other relevant features of the development, the parties find that this Agreement is necessary; and

WHEREAS, in conjunction with development of the property, both City and Ceigen Cedar Creek Lake each will have certain obligations, duties and responsibilities concerning the development the subject of this Agreement.

NOW, THEREFORE, both City and Ceigen Cedar Creek Lake agree as follows:

I.

NEED FOR PLANNED DEVELOPMENT DISTRICT ZONING

- A. City and Ceigen Cedar Creek Lake agree that Planned Development District zoning is necessary to allow flexibility for the development the subject of this Agreement.
- B. ONLY the following main uses are permitted:

1. Multi-family dwellings which include condominiums. Any units utilized as short-term rentals shall follow the provisions contained within Chapter 119: Short Term Rentals of the City's Code of Ordinances;
2. Marina

C. Accessory Uses and Structures

1. Parking garage, carports, storage rooms, swimming pools and other structures which are customarily ancillary and subordinate to the principal use;
2. Administrative/management offices and laundry facilities intended for use solely by the residents of the development and their guests;
3. Restaurant/bar intended for use solely by residents of the development and their guests;
4. Recreational facilities and buildings intended for use solely by the residents of the development and their guests;
5. Boat fueling station as approved by the Tarrant Regional Water District;
6. Dock and/or Boat rentals are strictly prohibited-

D. Parking and Loading Requirements

1. Residential Use Requirements:

- a. Multiple-family dwellings: 2 parking spaces per dwelling unit per General District 156.065

2. Non-Residential Use Requirements:

- a. Marina: None required if boats are valet parked; Otherwise, 1 per dock.
- b. Recreational facilities and buildings: parking required 2 per building for staff parking.
- c. Available parking for emergency response and/or law enforcement vehicles and watercraft.
- d. RV parking is strictly prohibited

3. Shared Parking

- a. Parking among uses may be shared;
- b. Parking for accessory structures and uses- per General District 156.065
- c. Per General District 156.065 (A)(5), required parking shall equal the sum of the requirements of the various uses.

4. Parking Garages shall be an "open parking garage" design per I.C.C. standards.

5. All parking surfaces shall be asphalt or concrete.

6. Where applicable, parking shall comply with standards required by Fair Housing, Texas Accessibility Standards and the Americans with Disabilities Act.

E. Dimensional Requirements

1. Dimensional requirements shall follow the CD-1 zoning district with the following exceptions:
 - a. Maximum building height may not exceed 85 feet measured from the lowest grade level adjacent to a building to the top level of the top plate on the tallest structure. Roof appurtenances such as mechanical equipment, chillers, elevator towers, etc. may be located on the roof but must be visually screened;
 - b. No maximum number of stories.
2. Maximum lot coverage: 60%;
3. For Phase 1, a maximum of 266 dwelling units;
4. For the purposes of determining dimensional requirements, the entire development shall be considered as one lot.

F. Landscaping Requirements

1. Landscaping shall follow Chapter 157: Landscape and Tree Preservation Requirements for Commercial and Residential Properties contained within the City's Code of Ordinances.

G. Lighting Requirements

1. Lighting shall follow Chapter 97: Outdoor Lighting requirements contained within the City's Code of Ordinances.

H. Signage Requirements

1. Signage shall follow Chapter 97: Outdoor Lighting and Chapter 160: Billboard Sign Regulations contained within the City's Code of Ordinances.
2. Signage may be provided for viable identification of the property. However, signage must not unduly divert the attention of drivers, or constitute a hazard during periods of high winds or as an obstacle to effective fire-fighting and other emergency services and/or signs with flashing lights or animated/moving parts.

I. Miscellaneous Requirements

1. Above-Ground Parking Structures – Parking is permitted on any level of a structure;

2. Highly reflective glass may not be used as an exterior building material for more than 25% of a façade on any building or structure of the development;
3. Metals used for glass installation or any other exterior façade finishes shall have a matte finish to prevent glare.
4. On-site outdoor events are permitted for residents and their guests only. Advertising said events to attract attendance by the general public is strictly prohibited.
5. Buffer area regulations: no buffer between uses is required.
6. Screening shall be required around trash, loading docks, mechanical equipment and equipment storage areas.
7. The development shall have no on-site septic tanks or water treatment facilities.
8. All water for fire suppression services shall be provided by water district sources.
9. No solar panels shall be located within fifty (50) feet of the ground.
10. No heliports and/or helipads shall be located on the property.
11. No flag poles within one hundred (100) feet of any roadway.
12. No public events that will have attendance above the occupant load of the structures.
13. No watercraft or sport rentals.
14. All Condominium Owners shall be a member of an incorporated and fully organized Homeowner's and/or Condominium Owner's Association.
15. The development shall have on-site management physically present during traditional business hours.

**II.
PHASED CONCEPTUAL PLAN**

In addition to the requirements herein, development and use of the property must comply with the Phased Conceptual Plan (**Exhibit A**).

**III.
PHASED SITE PLANS AND BUILDING PERMITS**

Each phase must have the following plans reviewed by the Planning and Zoning Commission and approved by the City Council before the issuance of any building permit to authorize work concerning the development:

1. Tree Preservation Plan
2. Site and Landscape Plans
3. Parking and Driveway layouts
4. Building plans, exterior elevations and renderings
5. Exterior building materials and type of construction per the I.C.C.
6. Development schedule and Phasing Plan

Should there be conflict between the text of this Agreement and the Phase 1 Site Plan, the text of this Agreement controls. Phase 2 will require an addendum to this Agreement along with an accompanying conceptual plan.

IV. CEIGEN CEDAR CREEK LAKE'S OBLIGATIONS

- A. Ceigen Cedar Creek Lake shall provide ingress and egress to the property as required by the Texas Department of Transportation.
- B. Ceigen Cedar Creek Lake shall retain a third party reviewer to ensure that the development, in its entirety, and all dwellings, structures and fixtures and any and all other construction associated with the development shall be in accordance with all applicable City, state and/or federal requirements. Additionally, Ceigen Cedar Creek Lake shall retain the services of contractors, design and fire suppression personnel with high-rise development experience.
- C. Ceigen Cedar Creek Lake shall be responsible, and shall bear the financial burden, to pay for any and all equipment and/or infrastructure necessary to provide adequate fire suppression to service the development as required by City's Fire Marshall. Any equipment and/or firefighting apparatus shall comply with requirements in the International Fire Code, International Building Code, and National Fire Protection Association specific to the unique construction characteristics of the development and shall be implemented as dictated by phase of construction and completion of the project. In the event firefighting apparatus is purchased to meet minimum fire suppression requirements necessary to service the development, ownership shall be transferred and vested with the City of Gun Barrel City prior to being placed in service.
- D. Ceigen Cedar Creek Lake shall provide the City with one boat dock for the City's emergency and/or law enforcement services.
- E. Ceigen Cedar Creek Lake shall adhere to all specifications concerning the development as outlined and any and all applicable code requirements.

- F. Design of all structures associated with the development shall meet the requirements of Zoning Districts CD-1 (Condo), B-2 (General Business), PD (Planned Development), and related General District requirements as well as the City's comprehensive plan Lakeview District.
- G. Ceigen Cedar Creek Lake shall not perform any site clearing prior to design approval from City.
- H. All necessary fire suppression equipment and infrastructure shall be provided by Ceigen Cedar Creek Lake and be operational prior to any construction exceeding thirty-five (35) feet in height.

**V.
TERM**

This Agreement shall remain in full force and effect until such time as all obligations and duties of both City and Ceigen Cedar Creek Lake have been fulfilled in order to carry out the purpose of this Agreement.

**VI.
TARRANT REGIONAL WATER DISTRICT APPROVAL**

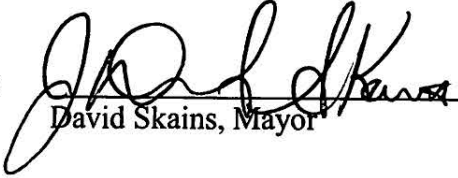
All improvements below the 325 feet elevation line shall require Tarrant Regional Water District approval.

**VII.
MISCELLANEOUS**

- A. Both City and Ceigen Cedar Creek Lake agree that this is the entire agreement between the parties concerning the development in question, with no oral or verbal agreements and/or understandings between the parties being binding. Any amendment to this Agreement shall only be valid if reduced to writing and agreed to and signed by both parties.
- B. This Agreement shall be construed and interpreted under the laws of the State of Texas, with venue for any legal action lying in Henderson County, Texas.
- C. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors, assigns and all those in privity with them. Ceigen Cedar Creek Lake may not assign any of the rights and/or obligations found herein to any other entity and/or individual without first obtaining the written consent and approval of the City.

Agreed to this 25th day of January, 2022.

CITY OF GUN BARREL CITY, TEXAS

By:  _____
David Skains, Mayor

1716 W. Main St.
Gun Barrel City, Texas 75156

CEIGEN CEDAR CREEK LAKE, LLC

By: _____ (Printed Name)

Its: _____ (Title)
Its Duly Authorized Representative

8215 Westchester, Ste. 300
Dallas, Texas 75225

