


MEMORANDUM

TO: Frank Salvato, City Manager

FROM: Bob van Til, AICP
Director of Community Development 

RE: Schernik Property Rezoning

DATE: December 31, 2002

Date of the Public Hearing

January 9, 2003

Location and Acres of the Property

South of Mallard, east of Cherrylawn. Consists of approximately 38.21 acres

Property Owner and Applicant

The property owners are Doug, Randall, and Bobby Schernik. The applicant is Park, Inc represented by Mr. Craig Biggers

Applicant's intentions for the property (development objective)

Single family residences

Existing Zoning

Rural/Agriculture (R/A)

Proposed Zoning

Single family (R1)

Existing Conditions on the Property

Vacant

Existing Thoroughfares and Traffic Volumes

North: Mallard Lane, 80' ROW, 4,604 vehicles in Feb. 2001

South: Jason Lane, 50' ROW, traffic volume unknown

Robin Lane, 50' ROW, " "

Lark Lane, 50' ROW, " "

Meadow Lane, 60' ROW, " "

East: N/A

West: N/A

Existing Conditions Surrounding the Property (land use/zoning)

North: vacant (residential construction)/R1

South: residential/R1

East: Residential/R1

West: residential/R1

Future Land Use Map

The future land use map supports single family residential zoning

The City's Thoroughfare Plan

Mallard Lane is planned to have 90' of ROW.

Meadow Lane is planned to be extended through the property with 70' of ROW. Meadow Lane is provided for in Rob Roy Phase I with 60' of ROW

Anticipated Traffic Volumes

38 acres at approximately 4 units per acre and 10 trips per day will generate approximately 1520 trips per day

Platting Information

The property is not platted

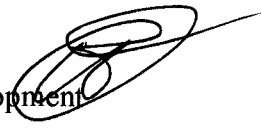
Other Information

Please refer to the supplemental information contained in the attached memorandum.

Please call me at 352-5990 or email me at bob.vantil@ci.taylor.tx.us if you have any questions or concerns.

MEMORANDUM

TO: Frank Salvato, City Manager

FROM: Bob van Til, AICP
Director of Community Development 

RE: Schernik Property Rezoning (A to R1) – Supplemental Information

DATE: December 31, 2002

Mr. Biggar applied to rezone a parcel of property from agricultural (R/A) to single family residential (R-1). The property is generally located on the south side of Mallard Lane, north of Meadow Lane, and east of Cherrylawn Drive. The property is approximately 38.2 acres.

The Planning and Zoning Commission held a public hearing on this case during their regular meeting of October 8, 2002. Following the public hearing, the Commission tabled the case for staff to resolve several of the issues raised during the meeting.

The issues raised during the Commission meeting related to lot size and home size. This was of particular concern in the area adjacent to the southern boundary of the development.

During the November 12, 2002 Commission meeting, the case was tabled again for the staff to resolve the outstanding issues relating to the lots along the west side of the future extension of Meadow Lane.

The developer agreed to the Commission's request that the lots on the west side of the future extension of Meadow Lane will be a minimum of 8,000 square feet and that the minimum size of the homes will be at least 1,600 square feet.

To ensure that the City's concerns are addressed, the developer agreed to enter into a "voluntary developers agreement". It is termed "voluntary" because the developer has voluntarily agreed to enter into the agreement. This is a formal and binding agreement on the developer.

The core of the developers agreement now stipulates that the minimum lot size in the area adjacent to the southern portion of the development (a 100 foot wide strip) shall be no less than 8,000 square feet. Similarly, that the minimum square footage of the homes on the southern portion of the development (the same 100 foot wide strip) shall be no less than 1,600 square feet. These same stipulations exist for the area on the west side of the future extension of Meadow Lane up to a point equal to the southern lot lines of the homes fronting on Hillcrest Drive.

During their regular meeting of December 10, the Planning and Zoning Commission recommended that the city council approve the zoning request with the stipulations in the developer's agreement.

Please let me know if you have any questions or concerns by calling me at 512-352-5990 or contacting me at bob.vantil@ci.taylor.tx.us.

ORDINANCE NO. 2003-1

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP ADOPTED BY ORDINANCE NO. 2001-17 BY THE CITY OF TAYLOR, TEXAS ON APRIL 24, 2001 AS HERETOFORE AMENDED, BY CHANGING THE CLASSIFICATION OF PROPERTY DESCRIBED AS WILLIAM J. BAKER SURVEY, ABSTRACT 65, BEING A 38.21 ACRE TRACT ON MALLARD LANE FROM RURAL/ AGRICULTURE (R-A) DISTRICT TO SINGLE-FAMILY (R-1) DISTRICT AND APPROVE A VOLUNTARY DEVELOPER'S AGREEMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

SECTION 1.0 That after a public hearing held on January 9, 2003 before the City Council of the City of Taylor for the purpose of considering an application submitted by Rice Park, Inc., developer Craig Biggar, for owners, Douglas Schernik, Randall Schernik and Bobby Schernik, the official zoning map of the City of Taylor adopted by Ordinance No. 2001-17 on April 24, 2001, as heretofore amended, so as to change the classification and designation of a parcel of land legally known as Wm. J. Baker Survey, Abstract 65, being a 38.21 acre tract on Mallard Lane (see Exhibit A), from the present Rural/Agriculture (R-A) District to Single-Family (R-1) District.

The zoning map of this city is hereby further amended so as to correctly set out and show the change in the character of the property as hereinabove set forth.

SECTION 2.0 Rice Park, Inc. (Developer) shall be held to the Voluntary Developer's Agreement (Exhibit B).

SECTION 3.0 All other terms and conditions contained in said official zoning map, except as amended herein and hereby, shall continue and remain in full force and effect.

SECTION 4.0 Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

SECTION 5.0 In accordance with Article 8 of the City Charter, Ordinance No. 2003-1 was introduced before the Taylor City Council on the 9th day of January, 2003.

PASSED, APPROVED, and ADOPTED on the 28th day of January, 2003.

Jeffrey M. Berger, Mayor
Taylor City Council

ATTEST:

Barbara Belz, City Clerk

TAYLOR I.S.D.
DOC 9725185
18.56 AC

GREENLAWN
SEC. TWO
CYPRESS CIRCLE

GREENLAWN
SEC. ONE
WOODLAWN
MALLARD

GREENLAWN
SEC. TWO
CYPRESS CIRCLE

GREENLAWN
SEC. TWO
CYPRESS CIRCLE

GREENLAWN
SEC. TWO
CYPRESS CIRCLE

REFER TO
3 2882

R332658
MALLARD ESTATES, LTD
2001033082
27.35 AC

R332658
MALLARD
2001033082
27.35 AC

R018622
RUTH NICKEL, et al
2261/331
19.615 AC

R366034
FIRST BAPTIST
CHURCH
OF TAYLOR
DOC 9701285
15.695 AC

R018623
FRANKIE AND JUDY LIMMER
FAMILY LTD PARTNERSHIP, et al
2000070238
7.622 AC

FIREMANS
ADDITION
R367817
4.0 AC

R31987
SARAH LIMMER
LO AC
DOC 855-4876
58.95'

R353425
FRANKIE &
JUDY LIMMER
FAMILY LTD
PARTNERSHIP, et al
2000070238
4.436 AC

R396137
CHRIST
FELLOWSHIP
199982701
6.250 AC

R018630
1.50 AC

R331462
R. K. SCHERNIK, et al
2261/334
38.21 AC

R331462
R. K. SCHERNIK, et al
2261/334
38.21 AC

R331462
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2261/334
38.21 AC

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2261/334
38.21 AC

R331462
R. K. SCHERNIK, et al
2261/334
38.21 AC

R331462
R. K. SCHERNIK, et al
2261/334
38.21 AC

R333426
TAYLOR HALLWAY
PARTNERSHIP
2.847 AC
430.79'

R018640
WILLIAM HAVEL
526/269
1.5 AC

REFER TO
3 3082

REFER TO
3 3082



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AGREEMENT REGARDING DEVELOPMENT

This Agreement is voluntarily made by and between the City of Taylor, Texas, a Home Rule City ("City"), Rice Park, Inc. as Developer ("Developer"), and Randall Schernik, Doug Schernik and Bobby Schernik as Owners ("Owners").

Owners own a 38.21 acre tract of land, more or less, located in the City of Taylor, Texas, which property is more fully described as a part of R. K. Schernik, et al Deed filed of record in Volume 2261, Page 334, Official Records, Williamson County, Texas and described in Exhibit "A" attached hereto and made a part hereof ("Property").

The City has municipal regulatory authority over subdivisions under the Texas Local Government Code, including without limitation Section 212.001 et seq., the Taylor Subdivision Ordinance, and all other applicable laws allowing the City subdivision authority.

Owners and Developer anticipate submission of a plat to the City wherein the Property shall be platted into a subdivision ("Subdivision") and the Owners and Developer desire to make the Property Subdivision more compatible to existing lots adjoining the Property Subdivision.

To make the Subdivision more compatible to adjoining subdivisions, the Owners and Developer proposed to the City and offered to include in the Property Subdivision the following conditions ("Conditions"):

Condition 1: The Owners and Developer shall plat at least 100 feet of the most southern portion of the Property, such 100 feet being parallel to the south boundary of the Property and at least 100 feet north of the southern boundary, into lots having a minimum of 8,000 square feet for each platted lot.

Condition 2: The Owners and Developer shall also plat at least the lots that shall front the area on the west side of the future extension of Meadow Lane from the existing Meadow Lane to a point up to and no further north than the southern lot line of lot 12, Block B, of the Heights North Phase 2 Addition, into lots having a minimum of 8,000 square feet for each platted lot.

Condition 3: The Owners and Developer shall also restrict the 8,000 square foot or larger lots to construction having no less than 1,600 square feet of heated and cooled living area for each single family house constructed on the lots.

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The Owners and Developer desire to submit an application to rezone the Property from its current zoning to a R-1 Zoning prior to submission of a request to subdivide the Property.

The City desires to obligate the Owners and Developer to include the Conditions offered by them within a Subdivision plat of the Property for any Subdivision plat submitted and requested by them subsequent to the rezoning request made by them for the Property.

Owners and Developer understand and agree they are entering into this Agreement with the City to contractually obligate them to comply with the Conditions offered by them for the Property Subdivision.

The Owners and Developer further understand and agree the City does not and cannot make, offer, or precondition any zoning or platting approval from the City by or through this Agreement. Notwithstanding, Owners and Developer agree the City shall be entitled to deny any Property Subdivision plat submitted by the Owners and Developer unless the Conditions are made a part of the plat approved by the City and authority to deny a Subdivision plat without the Conditions is granted to the City. The Owners and Developer agree and do hereby release, relinquish and discharge any and all claims, known and unknown, against the City arising as a result of this Agreement in consideration of the City's acceptance of the Conditions.

This Agreement given by the Owners and Developer to assure the City the Conditions offered by them for the Property Subdivision shall be made a part of and contained within the Property Subdivision plat, notwithstanding their earlier rezoning request to the City.

The Owners and Developers further acknowledge and agree their request for rezoning and subdivision of the Property must be in compliance with all other rules and regulations pertaining to rezoning and subdivision platting applicable to the Property as a prior condition of approval.

This Agreement shall be binding upon all parties hereto, their respective heirs, successors and assigns and by all persons claiming by, through or under them.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie within Williamson County Texas, and this contract shall be performable in Williamson County, Texas.

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The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition with this Agreement whenever needed.

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

DATED this the _____ day of January, 2003.

CITY OF TAYLOR, TEXAS
a Home Rule City

By: Jeff Berger
ITS: Mayor

Rice Park, Inc.
Craig Biggar, Developer

Doug Schernik, Owner

Bobby Schernik, Owner

Randall Schernik, Owner

Texas, and this contract shall be performable in Williamson County, Texas.

The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition within this Agreement whenever needed.

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

DATED THIS ONE day of , 2002.

CITY OF TAYLOR, TEXAS
a Home Rule City

By: Jeff Berger
Mayor

Craig Biggar 1/2/03
RICE PARK, INC. Developer

[Signature] 1/2/03
Dore Scherzlik, Owner

[Signature] 1/2/03
Dore Scherzlik, Owner

[Signature] 1/2/03
Randall Scherzlik, Owner