



**DEVELOPERS  
WHAT YOU NEED TO  
KNOW**

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## 1.0 Introduction

The success of Willis depends on managed growth and continued investment in our community and public infrastructure. The development process is established to promote quality and sustainable development within the municipal limits of the City of Willis and its Extraterritorial Jurisdiction (ETJ). The purpose of this Development Guide is to provide general guidance through the land development process in the City of Willis. However, this guide is not intended to provide every requirement or technical detail of each phase of development. The City of Willis has ordinances, standards, policies and codes associated with developments and land use in order to ensure health, safety, and welfare of citizens, while protecting the property rights of the land owners. This guide is intended to assist through the required processes and complete the project successfully and in compliance with City and State regulations.



### **ESCROW ACCOUNT Ordinance 18-0320 passed March 20, 2018**

***Before the development can start, the City will require the developer to enter into an escrow agreement where the developer will place a minimum of \$5,000, per City ordinance, in an escrow account to reimburse the City for engineering, legal, consulting fees, and administrative fees incurred during the preliminary and final platting phase and for construction management and inspection services to be provided during the construction phase. Ordinance and Agreement form attached below. Escrow agreement Attachment A***

City of Willis zoning map can be found at <http://www.ci.willis.tx.us/documentcenter/view/180>. This map shows the different zoning areas as well as the City limits and the ETJ.

The City's web site, <http://www.ci.willis.tx.us> has the ordinances related to developments.

The City's Comprehensive Plan can be found at <http://www.ci.willis.tx.us/documentcenter/view/647>.

The City follows the DRAINAGE CRITERIA MANUAL FOR MONTGOMERY COUNTY, TEXAS and can be found at [http://www.twdb.texas.gov/publications/reports/contracted\\_reports/doc/8483631.pdf](http://www.twdb.texas.gov/publications/reports/contracted_reports/doc/8483631.pdf) .

## 2.0 Pre-Development Process

A pre-development meeting is required before the submittal of any development plans. The first meeting is gratis. All other meetings may have a charge tied to the project.

Discussion of the first meeting usually include platting requirements, water/sewer availability, right-of-way easement and requirements, platting requirements, drainage and detention, flood plain issues (City follows the Drainage Criteria Manual for Montgomery County), fire code compliance, and building code compliance.

All issues and questions specific to the project should be delivered to the City before the pre-development meeting. This should include any conceptual site plans, project drawings, or related documents. Upon receipt of the pre-meeting items, a meeting may be scheduled at City Hall by contacting the Community Development Director at 936-856-4611 or [fgarcia@ci.willis.tx.us](mailto:fgarcia@ci.willis.tx.us).

If you are just beginning your real property search for a proposed project and would like to contact the City for general information, contact the Community Development Director.

### 3.0 Planning

The City of Willis does have a comprehensive plan that covers a number of items that deal with development that can be found at <http://www.ci.willis.tx.us/documentcenter/view/647>. The Plan provides a framework and policy direction for land use. This plan was intended to promote sound development in the interest of local and regional decision-making regarding land uses.

If the property is outside of the City limits and the development will need City water and sewer, a development agreement will need to be approved by City Council. The development agreement will state that the owner of the property will not oppose annexation and that all City design and codes must be followed. Attachment B is the PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS form. The annexation process could take 4 to 6 months. Before this can be done, due diligence must be done, such as water, sewer, drainage, studies, etc.

City of Willis Annexation Service Plan <http://www.ci.willis.tx.us/documentcenter/view/240>. If the property is outside the City of Willis City limits, annexation can be requested by the property owner. All annexations must be carried out according to State law and City Code of Ordinances. Exempt annexations will be initiated when the City receives a petition for voluntary annexation from property owners. The City then may adopt a resolution initiating the exempted annexation process. A Petition Requesting Annexation by Landowners is provided in this guide (ATTACHMENT B).



If a developer wishes to develop the land outside of the City of Willis City limits and wishes to utilize City of Willis water or sewer services, the developer must sign a development agreement in which the landowner will not oppose annexation if the City decides to annex the developed area.

## 4.0 Platting

Platting Procedure – A plat is a legal document showing the layout of the lots, blocks, reserves, rights-of-way and easements created by the development or subdivision of real property, which must be recorded in the official public records of real property of Montgomery County Texas after the plat has been received all required certifications and approvals.

Following the pre-development meeting the platting procedure begins with the land study, which may be submitted for approval either prior to, or at the same time as the preliminary plat submittal package. After the land study and preliminary plat have been conditionally approved by the planning and Zoning committee, the site plans for the subdivision improvements may be submitted for review. This is also when the escrow account is due. Upon approval of the site plans, the final plat submittal package may be submitted. All publicly maintained improvements must be bonded with the City, unless the developer has bonded with, and can provide a copy of an agreement with a utility district to construct the required improvements according to the approved site plans.

When all conditions on the final plat have been approved and satisfied, the City Council must grant final approval.

Subdivision Plat Submittal and Approval Process -<http://www.ci.willis.tx.us> click on Ordinances tab, [CHAPTER 154: SUBDIVISION REGULATIONS](#)

*Please Note: Conformity with Comprehensive Plan.* The subdivision shall conform to the most current Comprehensive Plan of the city.

APPLICATION AND JURISDICTION OF REGULATIONS - <http://www.ci.willis.tx.us> click on Ordinances tab, [CHAPTER 154: SUBDIVISION REGULATIONS](#)

- GENERAL TYPE AND CHARACTER OF PLANS AND PLATS TO BE SUBMITTED can be found at [http://library.amlegal.com/nxt/gateway.dll/Texas/willis\\_tx/cityofwillistexascodeofordinances?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:willis\\_tx](http://library.amlegal.com/nxt/gateway.dll/Texas/willis_tx/cityofwillistexascodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:willis_tx)
- PRELIMINARY PLAN REQUIREMENTS; EXHIBITS AND SUPPORTING DOCUMENTS can be found at [http://library.amlegal.com/nxt/gateway.dll/Texas/willis\\_tx/cityofwillistexascodeofordinances?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:willis\\_tx](http://library.amlegal.com/nxt/gateway.dll/Texas/willis_tx/cityofwillistexascodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:willis_tx)
- FINAL PLAT REQUIREMENTS; EXHIBITS AND SUPPORTING DOCUMENTS can be found at [http://library.amlegal.com/nxt/gateway.dll/Texas/willis\\_tx/cityofwillistexascodeofordinances?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:willis\\_tx](http://library.amlegal.com/nxt/gateway.dll/Texas/willis_tx/cityofwillistexascodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:willis_tx)

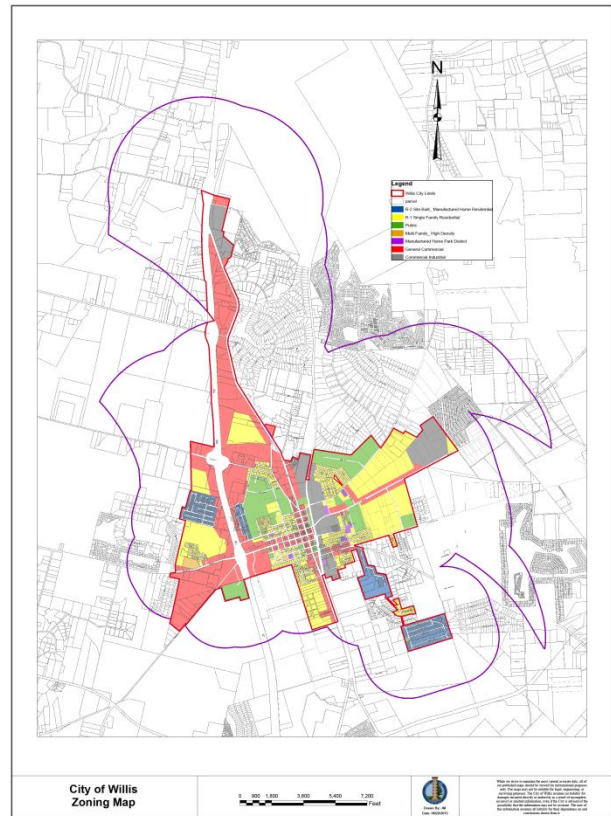
□ SUBDIVISION DESIGN STANDARDS. can be found at [http://library.amlegal.com/nxt/gateway.dll/Texas/willis\\_tx/cityofwillistexascodeofordinances?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:willis\\_tx](http://library.amlegal.com/nxt/gateway.dll/Texas/willis_tx/cityofwillistexascodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:willis_tx)

## 5.0 Development Plans

Site development plans (site plans) for all land development within the City limits must be submitted for review and approval. City Engineers and City employees reviews site plans for infrastructure requirements, drainage, environmental and safety considerations. The City of Willis has Code of Ordinances and a Design Manual that can give basic design standards. Willis has a design manual upon request.

Site Plane – Site Plans must include complete civil engineering plans, landscaping, screening/buffering. Please submit two 24" x 36" paper plans and an electronic plan PDF on thumb drive. All supporting documents and fees must be submitted to Willis City Hall at:

200 N. Bell St.  
Willis, TX 77378



## 6.0 Permitting

Development Permit – A development permit for projects inside the City limits allows a developer to commence site construction work before obtaining a building permit. After compliance with the subdivision ordinance has been achieved and site plans have been approved, a development permit may be issued.

Building Permits – Building permitting and inspections are the process through which the City ensures compliance with all codes and ordinances relative to the construction. Building permits are classified as Commercial or Residential.

Residential Building – A person may submit a permit application for a residential permit at any time, provided the property complies with codes and ordinances. The applicant will need to complete a residential building permit application, floor plans, elevations, framing, foundation, and electrical to the Community development department. Once the plan have been approved, a permit may be issued.

## 7.0 Inspections

Within the City limits, and any project that may be in the ETJ that connects to City water & sewer, will require inspections.

## 8.0 Appeals

Appeals from any action of any administrative official under this chapter shall be filed, in writing, within 30 days after the action.

## 9.0 Forms

[Commercial Building Permit Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/48). This form should be used for all proposed new commercial site work, commercial buildings, remodels to existing commercial buildings, or additions to existing buildings. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/48>

[Trade Permit Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/10). This form should be used for all craft subs-permits such as electrical, mechanical, plumbing, irrigation and fire suppression. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/10>

[Contractor Registration Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/7). All contractors and subcontractors that wish to secure a permit must be registered with the City. Registration is valid for 12 months and you must be renewed thereafter. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/7>

[Water and Sewer Tap Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/11). This form should accompany building permit applications for new construction where a water meter, or water and/or sewer tap will be required. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/11>

[Permit Fee Schedule](http://tx-willis.civicplus.com/DocumentCenter/Home/View/8). This form shows all of our currently adopted permit fees. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/8>

[Driveway Permit Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/44). This form may be used as a standalone form already developed property where a new driveway is being added or an extension to an existing drive is required. For all new construction on undeveloped property, this form must accompany the building permit application <http://tx-willis.civicplus.com/DocumentCenter/Home/View/44>

[Residential Building Permit Application](http://tx-willis.civicplus.com/DocumentCenter/Home/View/49). This form should be used for all proposed residential buildings, residential remodels, residential additions, or residential accessory structures. <http://tx-willis.civicplus.com/DocumentCenter/Home/View/49>

[Plat/Land Subdivision Applications](http://www.ci.willis.tx.us/DocumentCenter/View/584). This form should be used when a subdivision plat is being submitted. It is required when a parcel, lot, or tract of land located within the city's corporate city limit or extra territorial jurisdiction is being split into one or more parcels. <http://www.ci.willis.tx.us/DocumentCenter/View/584>

[Sign Permit Application](http://www.ci.willis.tx.us/DocumentCenter/View/855). This form should be used for all proposed commercial signage. <http://www.ci.willis.tx.us/DocumentCenter/View/855>

**Attachment A**

**ESCROW AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF WILLIS, TEXAS,**

**AND**



THE STATE OF TEXAS                   Ϸ

COUNTY OF MONTGOMERY              Ϸ

This Escrow Agreement, is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF WILLIS, TEXAS, a body politic, and Home-Rule municipality created and operating under the general laws of the State of Texas (hereinafter called the "City"), and \_\_\_\_\_, a \_\_\_\_\_ Corporation, (hereinafter called the "Developer").

**RECITALS**

WHEREAS, the Developer desires to acquire and develop all or part of an \_\_\_\_\_ acre tract of land located in the \_\_\_\_\_ (place copy of tract with escrow from), Montgomery County, Texas sometimes referred to as the \_\_\_\_\_ Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred during the preliminary and final platting phase and for construction management and inspection services to be provided for during the construction phase; and,

WHEREAS, City has determined that the estimated cost of providing such services will be approximately \$5,000.

**AGREEMENT**  
**ARTICLE I**  
**SERVICES REQUIRED**

Section 1.01 The development of the \_\_\_\_\_ Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

**ARTICLE II**  
**FINANCING AND SERVICES**

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out; example of cost below:

Engineering Fees:	\$ <u>2,800</u>
Legal Fees	\$ <u>400</u>
Administrative Services	\$ <u>300</u>
Construction Management and Inspection	\$ <u>1,500</u>
Consulting Fees	\$ _____
TOTAL:	\$ <u>5,000</u>

Section 2.02 Developer agrees to submit payment of the Escrow Fund to City no later than ten (10) days after the execution of this Escrow Agreement.

Section 2.03 In the event the funds advanced are insufficient to cover the City's costs and expenses, Developer agrees to tender additional sums upon request to cover such costs and expenses. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.



ARTICLE III  
MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of

any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City, to: City Manager  
City of Willis  
200 N. Bell Street  
Willis, Texas 77316

If to Developer, to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF WILLIS, TEXAS

DEVELOPER

By: \_\_\_\_\_  
Hector Forestier, City Manager

By: \_\_\_\_\_

Attachment B

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF WILLIS, TEXAS

The undersigned owner(s) of the hereinafter described tract(s) of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Willis, Texas, the following described territory, to wit:

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Insert legal description

*Montgomery County, Texas, and said tract(s) being more particularly described by metes and bounds or by recorded plat in the attached Exhibit "A".*

I certify that the above described tract of land is contiguous and adjacent to the City of Willis, Texas, is within the extra-territorial jurisdiction of the City of Willis, and that this petition is signed and duly acknowledged by each and every person having an ownership interest in said land.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, owner(s) of \_\_\_\_\_, known to me to be the person(s) whose name(s) is subscribed to the forgoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Notary Public in and for the State of Texas