

*Department Memo Header*

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Memorandum

TO: Roderick Sanchez, Development Services Director

FROM: *Martha Sepeda*

SUBJECT: 2015 UDC Update Proposal(s)

Date: April 30, 2015

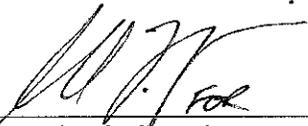
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Our department is recommending the following changes to: Article III/ Section 35-311 (b) (2), Article III, Section 35-311 (b) (5) A & B, Article III, Section 35-345, Article IV, Section 35-402 (c) (3) B., Article IV, Section 35-402 (c) (3), and Article IV, Sections 35-490, 35-491, 35-492, 35-493, 35- 497 and 35-498, and Article V, Section 35-511 (a) (1)of the Unified Development Code (UDC).

The following documents are included with this memorandum:

- A *.pdf* of the completed application form; and,
- A *.docx* file with all proposed UDC changes in basic ~~strike through~~ and underline formatting.

\*\*We are recommending these updates for editing and clarification.

  
\_\_\_\_\_  
Martha G. Sepeda (signature)  
Acting City Attorney

## UDC Update Request Application

### Part 1. Application Information

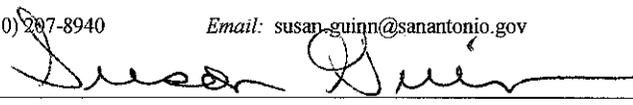
Name: Susan Guinn

Organization: City Attorney's Office

Address: 100 South Flores, San Antonio, Texas 78205

Phone: (210) 287-8940

Email: susan-guinn@sanantonio.gov

Signature: 

Date: April 30, 2015

### Part 2. Basis for Update (check only one)

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC (Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provision being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statues or case law
- Completed Rule Interpretation Determination (RID)
- Requested by the Zoning Commission, Planning Commission, Board of Adjustment, HDRC, City Council or other appropriate city board or council (CCR, resolution or signature of the chairperson is required)

### Part 3. Reason(s) for Update (Check all that apply)

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### Part 4. Summary of Proposed Update with Suggested Test (see application instructions)

**Section 35-311 (b) (2) editing**

**Section 35-311 (b) (5) A & B editing**

**Section 35-320 clarification**

**Section 35-345 (e) clarification**

**Section 35-402 (c) (3) B & Section 35-402 (c) (5) clarification**

**Section 35-490, Section 35-491, Section 35-492, Section 35-493, & Section 35-498**  
clarification for consistency with state law

**Section 35-511 (a) (1) editing**

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Sec. 35-311. Use Regulations.

**(b) Uses Not Mentioned**

(5) **Construction of LBCS and NAICS.** In order to assist in interpretation of the Use Matrix, the LBCS and NAICS numbers precede each use in the Use Matrix. In interpreting the Use Matrix, the following rules of construction shall apply:

- A. If a use is listed for a specific classification, while a more general classification within the same industry classification is also listed for another use, the specific classification governs.
- B. ~~Governs~~. The specific use is not permitted in all districts where the uses coded to the general classification are permitted simply because they share a similar NAICS code number. The numbers increase as the classifications get more specific.
- C. Some uses are listed separately, but fall within the same LBCS or NAICS classification. The uses within one (1) such classification are not permitted in all of the zoning districts as the others simply because they fall within the same LBCS or NAICS classification.

Sec. 35-311. Use Regulations.

\* \* \* \* \*

**(b) Uses Not Mentioned.**

(2) **Uses Preempted by State Statute.** Notwithstanding any provision of this section to the contrary, uses which are required to be permitted in any zoning district by state statute may be permitted in accordance with state law whether or not the use is included in the Use Matrix.

*Example: NAICS 5413 (Architectural Engineering, and Related Services) is coded under "Office, General." Assume that the Use Matrix sets out a classification for "Laboratories, Testing," which is NAICS 54138 (a subheading of 5413 ~~54183~~). The latter 5-digit number is more specific than the 4-digit code. Accordingly, testing laboratories are not included within the same classification as general offices. However, if testing laboratories had not been separately listed, they would be permitted in all districts where general offices are permitted.*

ARTICLE III - ZONING

DIVISION 3. - SPECIFIC USE AUTHORIZATION PERMITS AND CONDITIONAL ZONING DISTRICTS

Sec. 35-320. - Specific Use Authorization Permit.

Sec. 35-321. - Conditional Zoning Districts.

Secs. 35-322 to 35-329. - Reserved.

**Sec. 35-320. - Specific Use Authorization Permit.**

See section 35-423 of this chapter.

Sec. 35-402. Completeness Review.

\* \* \* \* \*

**(c) Review Procedures**

**(3) Review By Applicable Director and Appeal - Default Procedure.**

- A. Unless a different procedure is described in this article, the provisions of this subsection shall apply to the review of an application for completeness.
- B. Not later than five (5) working days after the applicable director shall determine, in writing, whether the application is complete and shall immediately transmit the determination to the applicant. If the written determination is not made within five (5) days after receipt of the application, the application shall be deemed complete for purposes of this chapter. Upon receipt of any resubmittal of the application, a new five-day period shall begin, during which period the applicable director shall determine the completeness of the application. If the application is determined not to be complete, the applicable director's determination shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the applicable director in response to the list and description. The applicant shall have 35 calendar days to provide the supplemental information before the application will be closed with a decision for denial.

**Sec. 35-402. Completeness Review.**

\* \* \* \* \*

(c) **Review Procedures.**

(5) **Limitation on Further Information Requests.** After the applicable director accepts an application as complete or following a determination by the appellate agency that the application is complete, the applicable director or the reviewing agency shall not subsequently request of an applicant any new or additional information which was not specified in Appendix "B." The applicable director or the reviewing agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application. The applicant has 35 calendar days to provide the supplemental information before the application will be closed with a decision for denial.

The provisions of this subsection shall not be construed as requiring an applicant to submit, with his or her initial application, the entirety of the information which the reviewing agency may require in order to take final action on the application. Prior to accepting an application, the applicable director shall inform the applicant of any information included in Appendix "B" that will subsequently be required from the applicant in order to complete final action on the application.

## Sec. 35-511. Landscaping.

### STATEMENT OF PURPOSE

*In addition to the purposes recited generally for this division, the purpose of this section is:*

- *To improve the appearance of commercial properties when viewed from the street.*
- *To screen the unattractive aspects of commercial properties.*

**(a) Applicability.**

(1) **Generally.** This section shall apply to any of the following, except where exempted pursuant to subsection (3) ~~(2)~~, below:

- A. The construction or erection of any new occupiable building or structure for which a building permit is required.
- B. Any enlargement exceeding one thousand (1,000) square feet or ten (10) percent in area, whichever is greater, of the exterior dimensions of an existing building for which a building permit is required.
- C. Any construction of a new parking lot regardless of size.
- D. Expansion of an existing parking lot within the street yard by more than two thousand (2,000) square feet or ten (10) percent in area whichever is greater. Parking lots in residential zoning districts shall be subject to the requirements of subsection (e) of this section.

(2) **Expansion.** When a building or parking lot is enlarged, the requirements of this section shall be applied incrementally such that landscaping shall be required in the same proportion that the enlarged building area or off street parking area has to the existing development. For example, a ten (10) percent increase requires ten (10) percent of the required landscaping.

(3) **Exemptions.** This section shall not apply to the following situations:

## DIVISION 11. - ENFORCEMENT, VIOLATIONS AND PENALTIES

### Sec. 35-490. Types of Violations.

Any act of commission or omission contrary to the commands or directives of this chapter, or any breach of any duty imposed by this chapter, shall constitute a violation hereof. An offense under this section is a Class C misdemeanor, unless specifically indicated otherwise. Each day's violation of any provision of this Chapter shall constitute a separate offense.

### Sec. 35-491. --~~Civil~~ Enforcement.

\* \* \* \* \*

#### (c) Penalties.

(1) **Violation of Subdivision Plat or Development Standards.** The penalty for violation of any section or other part of articles I, II, and V, and article IV, division 4 of this chapter is hereby established so that the minimum fine shall be twenty-five dollars (\$25.00) and the maximum fine shall be five hundred dollars (\$500.00) ~~one thousand dollars (\$1,000.00)~~, unless specifically indicated otherwise. Each day a violation is permitted to exist shall constitute a separate offense. A civil penalty for violation of articles I, II, and V, and article IV, division 4 of this chapter may not exceed one thousand dollars (\$1,000.00) a day.

(2) **Zoning Violations.** The penalty for violation of any section or other part of article III of this chapter is hereby established so that the minimum fine shall be one hundred dollars (\$100.00) and the maximum fine shall be two thousand dollars (\$2,000.00), provided, however, in the event a defendant has once previously been convicted under article III, the defendant shall be fined an amount no less than two hundred dollars (\$200.00) and shall be fined no less than three hundred dollars (\$300.00) for a third conviction and for each conviction thereafter. Each day a violation is permitted to exist shall constitute a separate offense. A civil penalty for violation of article III of this chapter may not exceed one thousand dollars (\$1,000.00) a day

(3) **Civil Penalties Regarding Article VI, Historic Preservation.** The civil penalties for violation of any section or other part of article VI of this chapter is as follows:

A. Any person who constructs, reconstructs, alters, restores, renovates, relocates, stabilizes, repairs or demolishes any building, object, site, or structure in violation of any section or other part of article VI ~~article VII~~ shall be required to restore the building, object, site, or structure to its appearance or setting prior to the violation. Any action to enforce this provision shall be brought by the City of San Antonio. This

civil remedy shall be in addition to, and not in lieu of, any criminal prosecution and penalty.

\* \* \* \* \*

**(4) Criminal Penalties Regarding Article VI, Historic Preservation.** Any persons, firm or corporation violating any section of other part of article VI of this chapter shall be guilty of a misdemeanor, and each shall be deemed guilty of a separate violation for each day during which any violation hereof is committed. Upon conviction, each violation shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00) ~~one thousand dollars (\$1,000.00)~~ per day for each day of each violation.

\* \* \* \* \*

#### **Sec. 35-492. - Violation of Conditions.**

\* \* \* \* \*

**(b) Revocation of Permit.** The director of ~~planning and~~ development services is authorized to issue any administrative order necessary to terminate or suspend a use found, as a result of the administrative process noted in section 35-406, to be in violation of a condition.

**(c) Civil Action.** The director of ~~planning and~~ development services may request the city attorney to institute a civil action as prescribed in subsection 35-491(a) of this chapter regardless of whether a criminal or administrative action is taken against the permit holder.

#### **Sec. 35-493. - Violations of Tree Preservation Standards.**

(a) Inside City Limits.

~~(1) Violation Defined.~~ It shall be a violation of this division for any person to intentionally or knowingly remove or destroy, or allow the removal or destruction of a significant or heritage tree located on any property to which this chapter applies, or for any person to knowingly or intentionally perform any regulated activity in a manner that does not conform to the requirements of this chapter. Any act or omission contrary to the requirements or directives of this chapter, or any breach of any duty imposed by this chapter shall constitute a violation hereof. In addition to enforcement by the city arborist, this section shall be enforceable by and pursuant to the authority provided in section 35-491 of this chapter.

~~(2) Penalty.~~ Any person who commits a violation of this chapter shall be subject to a civil penalty of up to one thousand dollars (\$1,000.00) per violation, or a criminal penalty of up to two hundred dollars (\$200.00) per violation per day

~~and may be required to attend one or more training seminars. For the purpose of calculating penalties, each day on which a violation is found to exist shall constitute a separate and sanctionable offense.~~

- (b) Outside City Limits. Whenever a violation of this chapter is believed to have occurred or to be occurring outside the corporate limits of the city but within the city's ETJ, criminal penalties shall not be sought, however, enforcement against such violations is hereby authorized pursuant to and under the authority granted by V.T.C.A. Local Government Code § 212.001 et seq.
- (c) Work Commencing Before Issuance of a Tree Permit. Any person who commences any work requiring a tree permit before obtaining such permit shall be subject to a fine of two thousand dollars (\$2,000.00) or an additional fee equal to the fee established in Appendix "C" for commencing development without a tree permit.

**Sec. 35-498. — Violations of Military Lighting Overlay District Regulations:**

~~(a) — **Violations Defined.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve or convert any illumination device of any type, or cause the same to be done, contrary to or in violation of any provision of this chapter. Any person, firm or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this chapter is committed, continued, or permitted.~~

~~(b) — **Enforcement.** The director shall give written notice of noncompliance to the owner/tenant or their agent or other person in control of the property on which an outdoor lighting violation exists. Service shall be made on the owner/tenant or their agent or other person in control of the property:~~

~~(1) — In person or by registered or certified mail, return receipt requested; or~~

~~(2) — If personal service cannot be obtained or the address of the owner/tenant or their agent or other person in control of the property is unknown, by posting a copy of the notice on the premises on which the violation exists or by publishing the notice in a newspaper with general circulation in the city.~~

~~(c) — **Penalties.** Any person who violates the provisions of this chapter upon conviction shall be guilty of a Class C misdemeanor and shall pay such penalties as the court may decide not to exceed five hundred dollars (\$500.00). Each day's continued violation shall constitute a separate violation. Payment of any penalty herein provided shall not relieve a person, firm or corporation from the responsibility of correcting the conditions consisting of the violation.~~

Sec. 35-345. - "MPCD" Master Planned Community Districts.

\* \* \* \* \*

(e) Amendments to "MPCD" Master Site Plan.

- (1) Revisions to a previously approved "MPCD" master site plan shall be classified as minor or major changes. An application for a major or minor change to "MPCD" site plan shall be subject to subsection 35-412(c) completeness review provisions of this chapter. Within five (5) working days after filing the proposed revisions, required items and information, the director of planning and development services shall provide a written response indicating whether or not the submitted revised "MPCD" site plan has been accepted as a minor or major revision. If it is determined by the director of ~~planning and~~ development services that the revised submittal is considered a minor change then said submittal shall processed by the director of ~~planning and~~ development services and shall not require review by the zoning commission or approval by the city council. The applicant may appeal a conditional acceptance by the director of ~~planning and~~ development services using the same process as the initial "MPCD" site plan submittal described in subsection (c) of this section. If it is determined by the director of ~~planning and~~ development services that the proposed revision is a major change then said proposed major revisions shall be processed in the same manner as the initial "MPCD" site plan submittal described in subsection (c) of this section. Major amendments to an MPCD site plan constitutes a new project with respect to the area of the project that is modified.

## DIVISION 11. - ENFORCEMENT, VIOLATIONS AND PENALTIES

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civil remedy shall be in addition to, and not in lieu of, any criminal prosecution and penalty.

\* \* \* \* \*

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#### **Sec. 35-492. - Violation of Conditions.**

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~~(a) — **Violations Defined.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve or convert any illumination device of any type, or cause the same to be done, contrary to or in violation of any provision of this chapter. Any person, firm or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this chapter is committed, continued, or permitted.~~

~~(b) — **Enforcement.** The director shall give written notice of noncompliance to the owner/tenant or their agent or other person in control of the property on which an outdoor lighting violation exists. Service shall be made on the owner/tenant or their agent or other person in control of the property:~~

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~~(c) — **Penalties.** Any person who violates the provisions of this chapter upon conviction shall be guilty of a Class C misdemeanor and shall pay such penalties as the court may decide not to exceed five hundred dollars (\$500.00). Each day's continued violation shall constitute a separate violation. Payment of any penalty herein provided shall not relieve a person, firm or corporation from the responsibility of correcting the conditions consisting of the violation.~~



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
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### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds language sweeping into rezonings any lot remainders less than 50sf.**

## FORMATTED PROPOSAL –

### Sec. 35-306. - Rezoning.

The city council may, from time to time, reclassify a parcel from one zoning district to another as provided by V.T.C.A. Local Government Code § 211.007 and section 35-421 ~~of this chapter~~. If any portion of a parcel is rezoned and a remainder not included in such rezoning measures less than fifty (50) feet, the entire parcel will be considered rezoned.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal clarifies that the "D" district is permitted only within the "downtown business district," (which undefined term is simultaneously proposed to be newly defined in Appendix A by separate proposed UDC Amendment). In addition, archaic street names used to define the "D" district are being updated.**

## FORMATTED PROPOSAL –

### Sec. 35-310.11. - "D" Downtown.

#### (a) Location Criteria.

The "D" downtown district shall be permitted only in the Downtown Business District, as defined in Appendix A ~~encompasses the city's central business district~~, which is the area originally settled and the locus of economic activity in the region. This shall include the area described as follows: Start at the intersection of Salado and El Paso Streets; north on Salado to its intersection with Frio Street; thence northeast in a straight line to the intersection of IH-10 and Cadwalader; south on IH-10 to IH-35; northeast on IH-35 to a perpendicular point connecting with Cherry Street; south on Cherry Street to Cesar Chavez Boulevard Durango ~~Boulevard~~; west on Cesar Chavez Boulevard Durango ~~Boulevard~~ to the San Antonio River; south along the San Antonio River to Arsenal Street; west on Arsenal to El Paso Street; and then west on El Paso to Salado.

\*\*\*\*\*



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

This proposal adds language such that City Council may consider two (2) continuance actions to be deemed a negative recommendation in order to empower City Council to end delays. This proposal also adds language clarifying that failure to pass a motion at two (2) consecutive meetings shall be deemed a negative recommendation so as to reconcile an inconsistency with 35-808(f). This proposal also clarifies postponement procedures in planning, zoning, historic, and design review commission cases in order to

make the language of this section consistent with Sec. 35-421(g).

## FORMATTED PROPOSAL –

### Sec. 35-404. Public Hearings Procedures.

\*\*\*\*\*

(b) Meetings. . . . If a comprehensive plan, rezoning, or other land use regulation requiring final approval of the city council, or amendment thereto, or other development approval, has been duly submitted to the zoning commission or planning commission, and said commission has continued such action at two (2) consecutive meetings, such action, at the option of the applicant or the city council, shall be deemed to be a negative recommendation. In the event that said commission fails to pass a motion at two (2) consecutive meetings, such action shall be deemed to be a negative recommendation.

If an applicant wishes to postpone an item:

1) Prior to the city publishing the case in a newspaper, an applicant may request in writing that the case not be scheduled for a public hearing date. In such cases, the applicant shall have six (6) months from the date of the written request to schedule the case. After expiration of the six-month period, the applicant must submit a new application with new fees for further consideration of a zoning change on the subject property.

2) If a written request for postponement is submitted by the applicant after the city has published a case in the newspaper, the fees paid shall be non-refundable and the case will not be rescheduled for a public hearing date until the postponement fee has been paid by the applicant. In such cases, the applicant shall have six (6) months from the date of the written request for postponement to reactivate the case. After expiration of the six-month period, the applicant must submit a new application with new fees for further consideration of a change on the subject property.

3) If a request for postponement is not received by 4:30 p.m. on the seventh day prior to the public hearing date, the case shall remain on the public hearing agenda and will require the applicant to personally request such a postponement in front of the commission or city council.

~~Except as otherwise specified in section 35-421, if an applicant wishes to postpone an item after submittal for consideration by the commission or city council, then the applicant shall provide a written request either prior to the commission or city council meeting or at the meeting as a verbal request at the dais, and pay any required withdrawal or postponement fees which shall be non-refundable.~~



## *UDC Update Request Application*

### *Part 1. Applicant Information*

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC (Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
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### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal clarifies that this rule applies to platted or unplatted parcels. This proposal also changes "uninhabitable" to "non-occupiable" for clarification purposes. This proposal reorganizes this section and clarifies unrecorded plats expire after 6 years in order to make this section easier to understand**

**FORMATTED PROPOSAL –**

**Sec. 35-430. – Applicability and General Rules.**

\*\*\*\*\*

(c) Plat Exceptions.

\*\*\*\*\*

The department of development services may issue building permits, and public utility providers may provide utility service, on any unplatted parcel otherwise subject to this section for the following activities:

\*\*\*\*\*

(5) Other non-occupiable uninhabitable uses including, but not limited to, pumps, oil wells, sheds, security lights, traffic devices, monuments, signs, utility equipment huts, communication towers, or public infrastructure shall not require a subdivision plat.

\*\*\*\*\*

(f) Performance Agreements.

\*\*\*\*\*

(2) Performance Agreement and Site Improvement Time Extension Granted by the dDirector of Development Services or Planning Commission.

(1) Application Requirements.

A. Site improvement construction must have begun.

B. A proper application must be submitted in writing, including the justification for such extension, to the director of development services at least thirty (30) days prior to the time limit in the performance agreement.

C. A Performance Guarantee Extension must be provided, if applicable. Whether an extension agreement is approved by the director or the planning commission, for:

i. Recorded Plats. An applicant must file a guarantee extension within thirty (30) days of the granting of an agreement extension or the agreement extension becomes null and void.

ii. Unrecorded Plats. If the plat is unrecorded and no performance guarantee previously provided, no guarantee extension is required.

(2) Procedure.

A. The city attorney's office shall have ten (10) working days for review of the guarantee as to form, and

B. The director shall have five (5) working days for review and approval/denial of the guarantee.

C. Any re-submittal of a revised guarantee for shall have the same review periods as under subsections A and B, above.

D. The applicant and the city may agree to an extension of such time periods.

(3) Fees. A subdivider shall pay any fees associated with time extensions to the director.

(4) Approval of Extensions.

A. May be granted by the director after consultation with all affected departments and utilities for:

i. Sidewalk Improvements. Unless subject to subsection 35-506(q)(4), a time extension of three (3) years from the expiration of a performance agreement may be granted upon submission to and approval by the director of:

(a) Plan showing uncompleted sidewalks; and,

(b) Time schedule for completion; and,

(c) Updated cost estimate to complete.

ii. Other Site Improvements. A time extension of one (1) year from the expiration of a performance agreement may be granted upon completion of at least seventy-five (75) percent of the required site improvements and approval by the director.

B. May be granted by the planning commission if an applicant is unsuccessful or ineligible for approval under A, above, and the planning commission decision to approve/deny is made at least thirty (30) days prior to the expiration of any current performance agreement or guarantee, however such extension shall not exceed three (3) years.

(5) Effect. Notwithstanding any extensions approved or required hereunder, approved plats shall expire if not recorded within six (6) years of approval.

~~An applicant may request a performance agreement time extension provided that site improvement construction has started and is submitted with a written request and justification to the director of development services at least thirty (30) days prior to the time limit set out in the performance agreement. Any applicant requesting a performance agreement time extension for a recorded plat shall provide a performance guarantee extension in order for an extension to be granted, unless the plat has not been recorded. Such guarantee must be filed within thirty (30) days of the granting of the extension or the extension shall become null and void. Once filed, the city attorney's office shall have fifteen (15) working days to review the guarantee as to form. Within the same fifteen (15) working days' period, the director of development services shall review the guarantee for approval or denial. If denied, the applicant may at his/her option revise any nonconforming aspects. However, if the guarantee is revised and resubmitted, the director of development services and city attorney's office shall have an additional fifteen (15) working days from the latest date of submission to review and approve or deny the revised guarantee. Such time periods shall not prevent the applicant and the city from agreeing to extend the city's response time contained in this subsection. Any fees associated with time extensions granted under this subsection shall be paid by the subdivider to the director of development services. The director of development services is authorized to approve time extensions which meet the following criteria after consultation with all affected departments and utilities:~~

~~A. Sidewalk improvements. Except for sidewalks subject to subsection 35-506(q)(4), a three-year time extension from the expiration of the performance agreement may be granted provided a plan indicating the uncompleted sidewalks, a time schedule for completion, and an updated cost estimate for completion is submitted and approved by the director of development services.~~

~~B. Other site improvements. A one-year time extension from the expiration of the performance agreement may be granted provided at least seventy-five (75) percent of the required site improvements are completed and approved by the director of development services.~~

~~C. Time extension requests that are not eligible for approval or are not approved by the director of development services may be considered by the planning commission provided that:~~

~~1. A decision to either approve or disapprove the extension is made by the planning commission at least thirty (30) days prior to the expiration of any current performance agreement or guarantee;~~

~~2. Any extension approved by the planning commission shall not exceed three years;~~

~~3. Any plat not recorded within six (6) years from the date of plat approval, including any time extensions, shall expire; and~~

~~4. A guarantee of performance in an amount sufficient to cover the cost of remaining site improvements shall be required in order for an extension to be approved. Such guarantee must be filed and approved within thirty (30) days of the approval of the extension or the extension shall become null and void.~~



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- Modify procedures and standards for workability and administrative efficiency
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- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal removes City South Management Authority, AT&T and cable providers from the list of plat reviewing agencies to reflect current procedures.**

**FORMATTED PROPOSAL –**

**Sec. 35-431. - Application for Plat Identification Number/Letters of Certification.**

\*\*\*\*\*

(b) Initiation.

\*\*\*\*\*

(2) Referral.

The applicant shall circulate the plat to reviewing agencies and departments for identification of any rights-of-way and easements which may be required. If rights-of-way and/or easements are required, the applicant shall prepare instruments dedicating the rights-of-way/easements to the appropriate agencies and departments. The instruments shall be filed for record in the county deed records prior to approval of the development plat. In addition to the certifying departments, copies of the requests for plat review along with required information shall be distributed to ~~AT & T, Cable Television,~~ aviation department, ~~City South Management Authority (CSMA),~~ Bexar Metro 911, and San Antonio River Authority. A letter of certification is not required from these departments.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal clarifies that the 6 year expiration horizon on unrecorded plats applies, notwithstanding any performance agreement extensions. This proposal also adds a requirement that applicants submit private easement holders' consent prior to plat recordation in order to add protection for dominant estate easement owner when subdivision occurs.**

**FORMATTED PROPOSAL –**

**Sec. 35-432. - Procedures for Subdivision Plat Approval.**

\*\*\*\*\*

(h) Scope of Approval.

\*\*\*\*\*

(3) Failure to Record. If a plat is not recorded in the county deed and plat records within three (3) years from the date of plat approval or upon expiration of any time extension thereto, approval of such plat shall expire. Thereafter, should the applicant desire to record the plat, a new application shall be required in the same manner as for a previously unsubmitted plat. Prior to the three-year expiration date the applicant may request a time extension in accordance with subsections 35-430(f)(2) and section 35-437 of this article. Notwithstanding any extensions approved or required hereunder, approved plats shall expire if not recorded within six (6) years of approval.

\*\*\*\*\*

(i) Recording Procedures.

\*\*\*\*\*

(3) Private Easement Holder's Consent. Prior to recordation of the subdivision plat, the applicant shall submit a written instrument from the owner of any privately owned easement within the plat boundaries that is proposed to be crossed by a street, private street, shared driveway or public utility or drainage easement. The instrument must state that the owner of the easement consents to each crossing for the purposes intended and depicted upon the subdivision plat. In those instances where the applicant submits an instrument of record in lieu of a letter or statement from the owner of the private easement, the department shall then refer the recorded instrument to the city attorney for determination of whether the conditions contained in the recorded instrument adequately provide or accommodate the crossing of the private easement by the proposed street, private street, shared driveway or public utility or drainage easement depicted on the plat. If the city attorney's office determines that the recorded instrument is not adequate, the applicant shall then submit evidence of the consent of the owner of the private easement.

\*\*\*\*\*



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- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds “irrevocable” to trust agreement language regarding subdivision plats in order to clarify required type. This proposal also specifies that no pre-improvement plat filer may self-insure in order to avoid banks issuing letters of credit on themselves. This proposal also adds language regarding release of a Performance Bond on receipt of a Warranty Bond so as to emphasize the relationship between bond types.**

**FORMATTED PROPOSAL –**

**Sec. 35-437. – Performance Agreement.**

\*\*\*\*\*

(a) Guarantee of Performance. As is provided for in subsection 35-432(i), an approved plat may be filed for record before the required site improvements are completed if one (1) of the following guarantees of performance is approved and filed with the City of San Antonio within three (3) years after the plat has been approved by the planning commission: a performance bond, an irrevocable trust agreement, ~~a or~~ an irrevocable standby letter of credit, or a cash or cashier's check. In no event shall an applicant self-insure, notwithstanding that that applicant is a surety company, trust institution, or bank.

\*\*\*\*\*

(2) Irrevocable Trust Agreement. The subdivider shall cause to be placed in a trust account on deposit with a "Trust Institution", as defined by the Texas Finance Code, Title 3. Financial Institutions and Businesses, that is licensed to do business in the State of Texas, (specifically, a bank, trust company, savings bank, savings association or credit union as selected by the subdivider and approved by the director of development services) a sum of money equal to the cost estimate, as approved by the director of development services, of all uncompleted and unaccepted site improvements (other than gas and electric lines) required by these regulations. The trust account must be drawable in Texas and shall be established by agreement which shall be substantially in the same form as form "J" set out in Appendix "B", subsection 35-B121 The director of development services is authorized to sign the agreement on behalf of the city and the city attorney shall approve same as to form.

\*\*\*\*\*

(b) Substituting Guarantees. . . . Additionally, a guarantee (not including irrevocable trust agreements) may not be substituted more than two (2) times (not to include a one-time substitution approved by the director of development services upon the granting of a time extension) and in no event shall the amount of a substituted guarantee be less than ten (10) percent of the total amount of the original guarantee amount. For irrevocable trust agreements, subdivider may withdraw from the irrevocable trust amount when fifty (50) percent or more of the remaining cost estimate has been completed and approved in writing by the director of development services. Subdivider may not withdraw more than four (4) times (not to include a one-time substitution approved by the director of planning and development services upon the granting of a time extension) during the life of the irrevocable trust. In no event shall the amount of the irrevocable trust be less than twenty (20) percent of the total amount of the original cost estimate until all improvements have been completed and approved.

\*\*\*\*\*

(d) Release Upon Completion of Site Improvements. Upon completion of the required site improvements and final inspection by the director of development services, and county engineer if the site is located in the extraterritorial jurisdiction of the city, an instrument releasing the applicant from the provisions of the performance agreement and the performance guarantee shall be filed with the City of San Antonio. Such release shall be substantially the same as form "L" in Appendix "B", subsection 35-B121. [If a Warranty Bond is required under subsection B35-501\(h\), release of any Performance Bond is conditioned upon acceptance of such Warranty Bond.](#) If the necessary permits required to complete the site improvements (including, but not limited to, floodplain development permits) are denied by the city and are no longer required to serve the lots within the subdivision, the director of development services shall approve and release the performance agreement and guarantee as provided herein.



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- Modify procedures and standards for workability and administrative efficiency
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- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal renames and renumbers this section in order to allow for a distinct processes to replat without vacating where covenants were and where they were not separately recorded. This proposal also amends the decision process language in order to make it consistent with actual practice. This proposal also adds a new subsection (j) in order to reference new Forms in Appendix B.**

## FORMATTED PROPOSAL –

### Sec. 35-440. Replatting Without Vacating Preceding Plat.

(a) Applicability. Pursuant to V.T.C.A. Local Government Code § 212.014, a replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of that plat if either:

(1) the replat is the only instrument by which any covenants and restrictions therein are recorded, and the replat:

(A) Is signed and acknowledged by only the owners of the property being replatted;

(B) Is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the municipal authority responsible for approving plats; and

(C) Does not attempt to amend or remove any covenants or restrictions.

or, (2) the replat is NOT the only instrument by which any covenants and restrictions therein are recorded, and:

(A) the replat is signed and acknowledged by each owner and only the owners of the property being replatted;

(B) the municipal authority responsible for approving plats holds a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard;

(C) the replat does not amend, remove, or violate, or have the effect of amending, removing, or violating, any covenants or restrictions that are contained or referenced in a dedicatory instrument recorded in the real property records separately from the preceding plat or replat;

(D) the replat does not attempt to amend, remove, or violate, or have the effect of amending, removing, or violating, any existing public utility easements without the consent of the affected utility companies; and

(E) the municipal authority responsible for approving plats approves the replat after determining that the replat complies with this chapter and rules adopted under Section 212.002 and this section in effect at the time the application for the replat is filed.

~~if the replat:~~

~~(1) Is signed and acknowledged by only the owners of the property being replatted;~~

~~(2) Is approved, after a public hearing on the matter at which parties in interest and citizens~~

~~have an opportunity to be heard, by the municipal authority responsible for approving plats;  
and~~

~~(3) Does not attempt to amend or remove any covenants or restrictions.~~

\*\*\*\*\*

(d) Decision. Pursuant to V.T.C.A. Local Government Code ~~§ 212.014, a replat shall be approved by the planning commission in the same manner as a major subdivision.~~ §§ 212.002, 212.014, and 212.0146, the municipal authority responsible for approving plats shall approve the replat after determining that the replat complies with this chapter and rules adopted under Section 212.002 and this section in effect at the time the application for the replat is filed.

\*\*\*\*\*

(j) Affidavits. Applications for replat approval shall be accompanied by a signed affidavit of no conflict with existing covenants or restrictions. Such affidavit shall be in substantially the same form as the appropriate sample form in 35-B121.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal clarifies that plat variances are available for standards but not process in order to clear up confusion on this issue.**

**FORMATTED PROPOSAL –**

**Sec. 35-483. - Subdivision Variances.**

\*\*\*\*\*

(g) Scope of Approval. A variance granted by the planning commission shall remain valid for three (3) years from the date of plat approval. The force and effect of the variance shall become null and void unless the planning commission grants an extension in accordance with subsection 35-430(f)(2). Per Section 35-483(a), except for those administrative exemptions provided by section 35-501, variances shall be granted only with respect to the standards for subdivision plat approval, and not for the process for obtaining subdivision plat approval.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds language regarding the release of Performance Bonds in order to emphasize the relationship between bond types. This proposal also adds a requirement for performance bonds to be in the format shown in UDC Appendix so as to synchronize the text with the appendix.**

**FORMATTED PROPOSAL –**

**Sec. 35-501. – General Provisions.**

\*\*\*\*\*

(h) Extended Warranty Bond.

(1) General. All subdivisions requiring public streets and/or drainage improvements within the City of San Antonio and the extraterritorial jurisdiction shall be subject to a minimum one-year maintenance bond.

Prior to acceptance of subdivision improvements, the developer shall provide the city, or county if within the ETJ, an extended warranty bond or cashier's check meeting the requirements and timeline set out below.

Release of any Performance Bond is conditioned upon acceptance of a Warranty Bond, when applicable.

\*\*\*\*\*

(2) Bond Requirements.

\*\*\*\*\*

B. The bond shall be in the form shown in Appendix B121, section (f), subsection (8), Form H. ~~The bond shall be of a form acceptable to the city, or county if within the ETJ;~~

\*\*\*\*\*



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds language stating tie votes and insufficient majorities constitute passage of a motion to reconsider so as to clarify the result of failed votes. This proposal also substitutes "recusal" for "abstention" by conflicted commissioners in order to employ more legally accurate language.**

**FORMATTED PROPOSAL –**

**Sec. 35-807. - Planning Commission.**

\*\*\*\*\*

(b) Rules and Regulations. The planning commission shall observe the following rules and regulations:

\*\*\*\*\*

(3) A quorum shall consist of five (5) members of the commission. No final action shall be taken on any matter except pursuant to a majority vote of the members present; however, in no case shall less than five (5) votes constitute a majority. When a motion to approve, deny, or approve with conditions fails to pass with the requisite number of five votes, such outcome shall be deemed to be the approval of a motion to reconsider the question, and an automatic continuance to the next regularly scheduled meeting of the commission. However, such automatic continuance shall apply only when an application has been heard and the chair calls for motions, and so long as no subsequent motions on the application are made.

\*\*\*\*\*



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
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- Requested by the Zoning Commission, Planning Commission, Board of Adjustment, HDRC, City Council or other appropriate city board or council (CCR, resolution or signature of the chairperson is required)

### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds language stating that tie votes and insufficient majorities constitute passage of a motion to reconsider so as to clarify the results of failed votes.**

## FORMATTED PROPOSAL –

### Sec. 35-808. Zoning Commission.

\*\*\*\*\*

(f) Quorum, Majority Vote. A quorum shall consist of six (6) members of the commission. The chairman shall be counted as any other member when establishing a quorum. Final action on any matter shall require a majority vote of six (6) members except when the commission has held a public hearing and considered a zoning application and votes for and against a question are equal in number, or when the majority votes on a question number less than required to pass a measure. In that circumstance, such outcome shall be deemed to be the approval of a motion to reconsider the question at the next regularly scheduled meeting of the commission ~~is unable to reach a majority vote. In such instances the director shall place the zoning application on the next regularly scheduled agenda.~~ In the event that the commission has twice held a public hearing and considered a zoning application and is unable to reach a majority vote, the commission shall submit a report instead of a recommendation to the city council.

\*\*\*\*\*

(i) Procedure. Whenever any question of procedure or qualification may be raised at a commission meeting, the chairman shall rule thereon. A member may move to overrule the chairman's decision, which may be done only by a majority vote of the members present. In the event such a vote fails, the decision of the chairman shall stand.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

This proposal revises the definition of "Certificate of Appropriateness" in order to correct and clarify it. This proposal also adds a definition of "Downtown Business District" which term is currently used in the UDC, but is undefined. This proposal removes "exceptional and significant" language from the definition of a historic site warranting tax relief because such wording is no longer used. This proposal adds "irrevocable" to all references to trust agreements so as to clarify the agreement type. This proposal also

adds a definition of "trust institution" so as to augment this glossary. This proposal adds a definition of "vending" from 35-679 so as to relocate that definition from 35-679 to make it a more universal reference.

## FORMATTED PROPOSAL –

### Sec. 35-A101. - Definitions and Rules of Interpretation.

(b) Definitions.

\*\*\*\*\*

*Certificate of appropriateness.* A document issued by the city manager, or their designee, stating that the proposed work is appropriate and in conformance with any applicable standards and guidelines. ~~The official notice of action issued by the city manager, or his or her designee, charged with the jurisdiction for permitting or denying the appropriateness of proposed office of historic preservation applications, including changes or additions to historic structures or districts.~~

\*\*\*\*\*

*Downtown Business District.* For the purposes of this chapter, "downtown business district" shall include the area described as follows:

Start at the intersection of Salado and El Paso Streets; north on Salado to its intersection with Frio Street; thence northeast in a straight line to the intersection of IH-10 and Cadwalader; south on IH-10 to IH-35; northeast on IH-35 to a perpendicular point connecting with Cherry Street; south on Cherry Street to Cesar Chavez Boulevard; west on Cesar Chavez Boulevard to the San Antonio River; south along the San Antonio River to Arsenal Street; west on Arsenal to El Paso Street; and then west on El Paso to Salado.

\*\*\*\*\*

*Historically significant site in need of tax relief to encourage preservation.*

\*\*\*\*\*

(f) Designated as a ~~an exceptional or significant~~ landmark by the city as provided in this chapter; or

\*\*\*\*\*

*Infrastructure expenses.* Infrastructure expenses shall include engineering costs, impact fees, platting fees (including the amount of bond, irrevocable trust agreement, or irrevocable letter of credit posted with the city to assure compliance with platting requirements), as well as necessary development costs actually paid (if such costs actually paid exceed or are necessary but not included infrastructure costs covered by the bond, irrevocable trust agreement or

irrevocable letter of credit) including off-site infrastructure costs that are necessary for plat approval of a specific parcel of real property . . .

\*\*\*\*\*

Trust Institution means a bank, credit union, foreign bank, savings association, or trust company that is authorized by its charter to conduct a trust business.

\*\*\*\*\*

Vend means offering goods, merchandise, or services in exchange for compensation; accepting compensation in exchange for goods, merchandise, or services; or distribution or display of merchandise or commercial advertising matter.



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal changes references to “Table B-1” to read “Table B101-1” in order to eliminate references to a non-existent Table.**

**FORMATTED PROPOSAL –**

**Sec. 35-B101. Specifications for Documents to be Submitted.**

\*\*\*\*\*

(c) Information Required. No application for development approval shall be accepted unless the following information and data required is included. The required information and data is set forth in Table [B101-1 B-1](#), below, and any specific regulations set forth in section 35-B102 et seq.

\*\*\*\*\*

**Sec. 35-B103. Development Plat Application.**

\*\*\*\*\*

(c) Contents. The development plat shall be prepared as a boundary survey showing:

(1) All of the information required by Table [B101-1 B-1](#) of this appendix;

\*\*\*\*\*

**Sec. 35-B109. Master Development Plan.**

\*\*\*\*\*

(c) Contents. The master development plan shall include the following information:

(1) The information required by Table [B101-1 B-1](#) of this appendix.

\*\*\*\*\*

**Sec. 35-B111. Specific Use Authorization Site Plan.**

\*\*\*\*\*

(b) Contents. The following minimum information shall be shown on the site plan required by this appendix:

(1) All of the information required by Table [B101-1 B-1](#) of this appendix.

\*\*\*\*\*

**Sec. 35-B113. Planned Unit Development (PUD) Plans.**

\*\*\*\*\*

(c) Contents. The PUD plan shall include the following:

(1) All of the information required by Table [B101-1 B-1](#) of this appendix.

\*\*\*\*\*

**Sec. 35-B121. Subdivision Plat Applications.**

\*\*\*\*\*

(c) Contents. The plat applications shall include the following:

(1) All of the information required by Table [B101-1](#) ~~B-1~~ of this appendix.

\*\*\*\*\*



## *UDC Update Request Application*

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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal deletes "reviewing agency" in order to correct a misstatement of procedures. This proposal also adds a requirement to show private easements on plats in order to require an applicant to provide complete information about their property on the plat.**

**FORMATTED PROPOSAL –**

**Sec. 35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(c) Contents.

\*\*\*\*\*

(22) All notes placed on the proposed plat shall be approved by ~~a certifying and/or reviewing agency and the planning and~~ development services director for form and content.

\*\*\*\*\*

(24) All easements or fee strips created prior to the subdivision or development of any tract of land shall be shown on the subdivision plat or development plat with appropriate notations indicating the name of the holder of the easement or fee strip, the purpose of the easement, the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines and the recording reference of the instruments creating and establishing the easement or fee strip. If an easement has not been defined by accurate survey dimensions, such as an "over and across" easement, the subdivider shall request the owner of the easement to define the limits and location of the easement through the property within the plat boundaries. If the holder of an undefined easement does not define the easement involved and the applicant certifies to the director the owner's refusal to define the easement, the applicant shall provide accurate information on the subdivision or development plat about the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owners' rights.



## UDC Update Request Application

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### Part 4. Summary of Proposed Update with Suggested Text (see application instructions)

#### PROPOSAL SUMMARY –

This proposal adds “irrevocable” to the performance agreement form in UDC 35 Appendix B in order to clarify the agreement type. This proposal also changes the LOC term to 3 years and 90 days to make it consistent with Sec. 35-437(a). This proposal also adds a Guarantee Extension Form as Exhibit A to the Performance Agreement to facilitate extensions.



acceptance by the City of San Antonio ("City"), a municipal corporation of the County of Bexar and the State of Texas, (and the County of Bexar, if applicable), or the execution of a Performance Agreement and the filing with the Finance Department for the City one (1) of the therein listed Performance Guarantees guaranteeing that such improvements will be constructed within three (3) years of the date of plat approval and is payable to the City; and,

WHEREAS, I \_\_\_\_\_, as \_\_\_\_\_, have previously entered into such a Performance Agreement with the City, regarding the proposed plat (number and name) \_\_\_\_\_, under which agreement the City agreed to record my plat before completion of all site improvements in exchange for my filing the above Agreement and Guarantee; and,

WHEREAS, such Performance Agreement, dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, is set to expire before all such site improvements have been constructed;

NOW THEREFORE, I fully understand and agree that the terms of such Agreement and Guarantee shall be extended until \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, as permitted by the Planning Commission. In Witness Whereof, the parties have caused their representatives to set their hands this day \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_.

\_\_\_\_\_  
Principal: \_\_\_\_\_ City: \_\_\_\_\_

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



## *UDC Update Request Application*

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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

This proposal adds “Approved as to Form” to the City Attorney signature line on the UDC Performance Bond template to rectify an omission in the existing forms. This proposal also adds a requirement for a bond surety's in-state address to indicate the requirement the surety have an in-state presence.



/Subdivider Name/a Texas corporation /Surety Name/, a Texas corporation

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

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

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

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

Approved and accepted this \_\_\_\_\_ day of ;daterule;

City of San Antonio,  
a Texas municipal corporation

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

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

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

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

[Approved as to form on behalf of](#) City Attorney

(ATTACHMENT: Power of Attorney)

Exhibit A: Performance Bond Terms and Conditions

\*\*\*\*\*

(Paragraph 7) If the Site Improvements are not timely completed, the City of San Antonio need only make written demand on the Surety at the Surety's [Texas](#) Address for Demand for City's estimate of the cost of completing the Site Improvements. The Demand cannot exceed the Bond Amount.

\*\*\*\*\*



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds space to indicate the plat number and plat approval date on the City's template for Letters of Credit because their absence on the current template can lead to confusion. This proposal also adds language to permit amendments to letter of credit amounts via substitution so as to synchronize the UDC text with this appendix.**

**FORMATTED PROPOSAL –**

**Sec. 35-B121. - Subdivision Plat Applications.**

(f) Certification and Forms.

(10) Form K: Irrevocable Letter of Credit.

|  |                                  |
|--|----------------------------------|
| Irrevocable Standby Letter of Credit   |                                  |
| No. _____/_____/_____  |                                  |
| Date: _____/_____/_____  |                                  |
| Expiration Date: _____/_____/_____   |                                  |
| Beneficiary:   |                                  |
| City of San Antonio  |                                  |
| City Hall  |                                  |
| P.O. Box 839966  |                                  |
| San Antonio, TX 78283-3966   |                                  |
| Applicant: _____   |                                  |
| Applicant Name: _____  |                                  |
| Applicant Address: _____   |                                  |
| City, State, Zip, Country  |                                  |
| <u>Plat No.</u> _____  | <u>Plat Approval Date:</u> _____ |
| To City of San Antonio:  |                                  |
| We hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor up to the aggregate amount of U.S. \$ _____/_____/_____ (_____/_____/_____ and _____/100 U.S. Dollars) ("Stated Amount") available by draft(s) drawn on us at sight, marked "Drawn under Irrevocable Standby Letter of Credit No. |                                  |

\_\_\_\_\_ of (Bank Name), San Antonio, Texas" accompanied by the following:

Beneficiary's written statement purportedly signed by its City Manager, the Director of Development Services, or their authorized representative reading as follows: "The undersigned is an authorized representative of the City of San Antonio (hereinafter "Beneficiary") and has the authority to make the following statement: Beneficiary hereby certifies that the funds drawn under this letter of credit are drawn in accordance with City of San Antonio Unified Development Code and associated provisions regarding performance guarantees of site improvements."

Partial Drawings are permitted however the aggregate amount of all drawings may not exceed the Stated Amount.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or to which this letter of credit relates unless agreed to in writing by (Bank Name) and the City of San Antonio. [Notwithstanding the above, the amount owing under this Letter of Credit may be amended by substituting another Letter of Credit that also meets all the criteria provided in this chapter.](#)

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of (Bank Name) under this Irrevocable Letter of Credit is the individual obligation of (Bank Name), and is in no way contingent upon reimbursement by applicant with respect thereto.

We hereby engage with you that documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented for payment to (Bank Name), (Physical Address of Bank) on or before the expiration date of this Letter of Credit.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"), and as to matters not addressed by ISP98 is subject to and governed by Texas State Law and applicable U.S. Federal Law.

Bank Name \_\_\_\_\_  
(Authorized bank signature)

Print: \_\_\_\_\_

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

Attest:

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

Print: \_\_\_\_\_

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

Approved as to form: \_\_\_\_\_

City Attorney's Office



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### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds language enabling required maintenance periods beyond one year so as to accommodate other sections of the City Code where such may be required.**

**FORMATTED PROPOSAL –**

**Sec. 35-B121. - Subdivision Plat Applications.**

(f) Certification and Forms.

(19) Form T: Warranty Bond.

\*\*\*\*\*

WHEREAS, under the San Antonio Unified Development Code, it is provided that the Principal, as subdivider, will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of one (1) year from the date of the acceptance of said work (or longer as required by other City Ordinance, such as for Tax Increment Financing), and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the subdivider. . . Now, therefore, if the Principal shall keep and perform by maintaining said work and keep the same in repair for the maintenance period of one (1) year (or longer as required by other City Ordinance), as provided, then this bond shall be null and void and have no further effect.

\*\*\*\*\*



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**FORMATTED PROPOSAL –**

**Sec. 35-B121. - Subdivision Plat Applications.**

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(19) Form T: Warranty Bond.

\*\*\*\*\*

WHEREAS, under the San Antonio Unified Development Code, it is provided that the Principal, as subdivider, will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of one (1) year from the date of the acceptance of said work (or longer as required by other City Ordinance, such as for Tax Increment Financing), and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the subdivider. . . Now, therefore, if the Principal shall keep and perform by maintaining said work and keep the same in repair for the maintenance period of one (1) year (or longer as required by other City Ordinance), as provided, then this bond shall be null and void and have no further effect.

\*\*\*\*\*



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
- Completed Rule Interpretation Determination (RID)
- Requested by the Zoning Commission, Planning Commission, Board of Adjustment, HDRC, City Council or other appropriate city board or council (CCR, resolution or signature of the chairperson is required)

### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds “or cashier’s check” to the UDC draw forms for cash warranty deposits and performance guarantees to rectify an omission in the existing forms.**

**FORMATTED PROPOSAL –**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

(21) FORM V: Draft for Cash or Cashier's Check Warranty Deposit.

|  |   |
|--|---|
| State of Texas <input checked="" type="checkbox"/>   | <input checked="" type="checkbox"/> Know all men by these present |
| County of Bexar <input checked="" type="checkbox"/>  |   |
| Cash Warranty Deposit  |   |
| Subdivider's Texas Address<br>For Notice ("Address"):  |   |
| Deposit Amount:  |   |
| Subdivision Plat (No. and Name):   |   |
| Site Improvements<br>(Streets, Drainage, Sidewalks):   |   |
| This Cash <u>or Cashier's Check</u> Warranty Deposit is given to the City of San Antonio in satisfaction of the warranty requirements of Article 5 of the Unified Development Code of the City of San Antonio. The rights and obligations of Subdivider and the City of San Antonio are governed by the terms and conditions set forth on Exhibit A, which is incorporated into this deposit for all purposes as if fully set forth. |   |
| In Witness Whereof, the parties have caused their representatives to set their hands.  |   |

|   |   |
|---|---|
| <u>/Subdivider Name/, a corporation</u> | <u>City of Antonio, a Texas municipal corporation</u> |
| By: _____                               | By: _____   |
| Printed Name: _____                     | Printed Name: _____                                   |
| Title: _____                            | Title: _____  |
| Date: _____                             | Date: _____   |

\* Warranty Start Date:

Warranty End Date:

\* Warranty period shall begin on the date the plat is recorded or the date of preliminary field approval of the improvements, whichever is later in time.

Exhibit A: Cash [or Cashier's Check](#) Warranty Deposit Terms and Conditions

Whereas, the UDC requires that Site Improvements inspected as complete by the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas ("City") be guaranteed to remain in good repair and to remain in compliance with the UDC for a period of one year after the date of City's Warranty Start Date.

Whereas, the UDC further requires that Subdivider post security to provide assurance to the City that Subdivider's guarantee will be honored.

Whereas, the Subdivider has elected to provide such assurance to the City in the form of a cash deposit [or Cashier's Check](#) in the Deposit Amount.

Now therefore, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements will remain in good repair and condition in accordance with the Plans and the then current regulations of the City of San Antonio applicable to the Site Improvements (collectively, the "Applicable Requirements") for one (1) year from the Warranty Start Date, which shall be the date the plat is recorded or the date of preliminary field approval of the Site Improvements, whichever is later in time ("Warranty Period").

If the City determines that the Site Improvements need maintenance or repair to conform with the Applicable Requirements within the Warranty Period, City shall notify Subdivider at the Address specifying such required repairs and provide the City's estimate of the cost of such required maintenance or repairs. If Subdivider fails to commence such repairs within thirty (30) days after receipt of such notice or fails to diligently pursue and complete such repairs, City may make or provide for the maintenance or repairs and recover the cost from the Deposit Amount. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If the Deposit Amount has not been fully spent, City must refund the unspent portion of the Deposit Amount to Subdivider at the completion of the Warranty Period within thirty days.

Subdivider shall immediately notify City of any change to the Address, and such notice shall be directed to the Director of Development Services, P.O. Box 839966, San Antonio, Texas 78283.



Exhibit A: Cash [or Cashier's Check](#) Performance Deposit Terms and Conditions

Whereas, the Subdivider petitioned the Planning Commission of the City of San Antonio for permission to develop a subdivision within the jurisdiction of the City;

Whereas, the Subdivision Plat, which shows the subdivision, was approved by the Planning Commission on the Date of Planning Commission Approval;

Whereas, the City's Unified Development Code ("UDC") requires that the site improvements ("Site Improvements") be completed by Subdivider in conformance with the UDC within three years from the Date of Planning Commission Approval;

Whereas, the UDC requires that an approved subdivision plat may not be filed for record in the office of the county clerk until such Site Improvements have been completed and have been accepted by the City of San Antonio, or until there is provided to the City of San Antonio a guarantee of performance that such Site Improvements will have been completed and will have been accepted by the city within three years of the date on which the plat was approved; and

Whereas, the Subdivider has elected to provide to the City of San Antonio such a guarantee of performance in lieu of waiting to record the Subdivision Plat until all Site Improvements have been completed.

Now therefore, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements shall be completed and (if applicable) accepted by City within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC.

If the Site Improvements are not timely completed, City may make or provide for the completion of the Site Improvements utilizing the Deposit Amount. City shall notify Subdivider at the Address and provide the City's estimate of the cost of completion. Subdivider acknowledges that the statutory formalities applicable to contracting by City may make the City's cost of completion higher than what Subdivider would have incurred had it completed the work itself. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If upon completion of the Site Improvements City still has unspent Deposit Amount funds, City must refund the unspent funds to Subdivider. Changes in the nature or extent of Site Improvements do not impair Subdivider's obligations, but nothing increases the Bond Amount without Subdivider's written consent.

If, within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC, Subdivider constructs or causes to be constructed the Site Improvements according to the requirements of the UDC, then this obligation terminates and unspent funds shall be returned to Subdivider. Otherwise the obligation under this deposit remains in full force and effect.

Subdivider shall immediately notify City of any change to the Address, and such notice shall be directed to the Director of Development Services, P.O. Box 839966, San Antonio, Texas, 78283.

Subdivider may contract separately with outside entities regarding aspects of this Cash [or Cashier's Check](#) Performance Deposit not covered by this document but no such agreement may contradict this Cash [or Cashier's Check](#) Performance Deposit agreement or impair the City's rights under it. This document is a fully integrated statement of City's rights as to Subdivider and the Deposit Amount. There are no oral or other written agreements to which City is a party governing the terms of this Cash [or Cashier's Check](#) Performance Deposit.



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
- Completed Rule Interpretation Determination (RID)
- Requested by the Zoning Commission, Planning Commission, Board of Adjustment, HDRC, City Council or other appropriate city board or council (CCR, resolution or signature of the chairperson is required)

### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds an acknowledgement form to be signed by a non-subdivider who provides a cash or cashier's check as warranty deposit for a subdivider.**

**FORMATTED PROPOSAL – [ENTIRE FORM IS NEW; NOT SHOWN UNDERLINED]**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

(21) FORM V-1

**CASH/CASHIER’S CHECK WARRANTY DEPOSIT ACKNOWLEDGEMENT**

The undersigned hereby acknowledges and agrees that \_\_\_\_\_ (cash deposit, cashier’s check) in the amount of \$ \_\_\_\_\_, submitted on \_\_\_\_\_ (dd/mm/yyyy) by the Undersigned to the City of San Antonio in accordance with §501(h)(3) of Chapter 35 of the City of San Antonio Code of Ordinances (“UDC”), is intended solely as a warranty deposit for Plat \_\_\_\_\_ (number and name), filed with the City of San Antonio on \_\_\_\_\_ (date filed), in fulfillment of the Developer/Subdivider’s obligations under that Section.

The undersigned further acknowledges and agrees that this warranty deposit will be governed by all applicable sections of the UDC, and will operate solely as a maintenance guarantee for the required site improvements by \_\_\_\_\_ (Developer/Subdivider), as indicated on Plat \_\_\_\_\_ (number and name), and will only be released to \_\_\_\_\_ (Developer/Subdivider), or their designated agent in accordance with UDC §§35-501(h) and 35-B121(f)(21), and that notwithstanding any agreements between the Undersigned and \_\_\_\_\_ (Developer/Subdivider), neither the Undersigned nor any other third parties shall have any interest in this warranty deposit, per UDC §§35-501(h) and 35-B121(f)(21).

|   |  |
|---|--|
| In Witness Whereof, the parties have caused their representatives to set their hands. |  |
| Undersigned   | City of Antonio, a Texas municipal corporation |
| By: _____   | By: _____                                      |

|                        |                        |
|------------------------|------------------------|
| Printed<br>Name: _____ | Printed<br>Name: _____ |
| Company Name: _____    | Title: _____           |
| Date: _____            | Date: _____            |
|                        |                        |



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

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### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
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- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds an acknowledgement form to be signed by a non-subdivider who provides a cash or cashier's check as performance guarantee for a subdivider.**

**FORMATTED PROPOSAL – [ENTIRE FORM IS NEW; NOT SHOWN UNDERLINED]**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

(22) FORM W-1

**CASH/CASHIER'S CHECK PERFORMANCE DEPOSIT ACKNOWLEDGEMENT**

The undersigned hereby acknowledges and agrees that \_\_\_\_\_ (cash deposit, cashier's check) in the amount of \$ \_\_\_\_\_, submitted on \_\_\_\_\_ (dd/mm/yyyy) by the Undersigned to the City of San Antonio in accordance with §437(a) of Chapter 35 of the City of San Antonio Code of Ordinances ("UDC"), is intended solely as a performance deposit for Plat \_\_\_\_\_ (number and name), filed with the City of San Antonio on \_\_\_\_\_ (date filed), in fulfillment of the Developer/Subdivider/Applicant's obligations under that Section.

The undersigned further acknowledges and agrees that this performance deposit will be governed by all applicable sections of the UDC, and will operate solely as a guarantee for performance of required site improvements by \_\_\_\_\_ (Developer/Subdivider/Applicant), as indicated on Plat \_\_\_\_\_ (number and name), and will only be released to \_\_\_\_\_ (Developer/Subdivider/Applicant), or their designated agent in accordance with UDC §§35-437(d) and 35-B121(f)(22), and that notwithstanding any agreements between the Undersigned and \_\_\_\_\_ (Developer/Subdivider/Applicant), neither the Undersigned nor any other third parties shall have any interest in this performance deposit, per UDC §§35-437(f) and 35-B121(f)(22).

|   |   |
|---|---|
| In Witness Whereof, the parties have caused their representatives to set their hands. |   |
| <u>Undersigned</u>  | <u>City of Antonio, a Texas municipal corporation</u> |
| By: _____   | By: _____   |

|                        |                        |
|------------------------|------------------------|
| Printed<br>Name: _____ | Printed<br>Name: _____ |
| Company Name: _____    | Title: _____           |
| Date: _____            | Date: _____            |
|                        |                        |



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

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Address: **100 Military Plaza, San Antonio, TX 78205**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

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- Modify procedures and standards for workability and administrative efficiency
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- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds a new Form 'X' to appendix 'B' being a Legal Declaration of Subdivision Common Areas and Facilities including provisions to make individual owners in the subdivision collectively obligated to maintain common areas if the HOA is not created or otherwise fails to maintain the common areas.**

**FORMATTED PROPOSAL – [ENTIRE FORM IS NEW; NOT SHOWN UNDERLINED]**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

(23) FORM X



City of San Antonio  
Development Services Department  
Land Entitlements Section

FORM X  
LEGAL DECLARATION:  
SUBDIVISION COMMON AREAS  
AND FACILITIES

---

For: \_\_\_\_\_ Subdivision Plat #: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_ who, being duly sworn by me, deposes and says:

(1) That my name is \_\_\_\_\_ and that I am \_\_\_\_\_ of \_\_\_\_\_ the entity that owns the real property described below, hereinafter referred to as the "Property".

(2) That the property is identified by the following legal description (which should match the plat filing):

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

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

(3) That \_\_\_\_\_ is the "Declarant" of the Property and declares that the Property shall be held, sold and conveyed subject to restrictions, covenants, and conditions which shall be deemed to be covenants with the land and imposed to benefit and burden each lot and other portion of the Property in order to maintain within the Property a planned community of high standards. Such covenants will be binding on all parties having heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

(4) That the Declarant and every Owner of a lot by virtue of ownership of such lots shall be a member of the \_\_\_\_\_ Homeowner Association hereinafter referred to as the "Association".

(5) That the Association shall establish a maintenance fund and shall use the proceeds of such funds in providing for normal, recurring maintenance charges for the common areas/facilities for the use and benefit of all members of the Association. The Association shall, in addition, establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the common maintenance areas/facilities. The fund shall be established and maintained out of regular annual assessments.

(6) That Declarant shall covenant to the benefit of the City of San Antonio that, in the event that the Association is never formed, is formed and subsequently dissolved, or fails to establish, maintain, repair, and replace such common area facilities, the owners of the separate lots within the Property at the time of such failure shall be liable, jointly and severally, for such costs as the City incurs in so performing on their behalf. Such covenant will be binding on all owners, including any heirs, personal representatives, successors, or assigns, and shall inure to the benefit of each owner thereof.

(7) That Declarant hereby assigns its right of ingress and egress across and over the property to the City of San Antonio for purposes of conducting official City business; which may include removal of obstructions during emergency situations in which case the City shall not be held liable for its repair, replacement, or any future maintenance.

For: \_\_\_\_\_

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

LANDOWNER – APPLICANT

THE STATE OF TEXAS §

COUNTY OF BEXAR §

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

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: \_\_\_\_\_

Upon Recordation, Please Return to:

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





## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
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### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal adds new Affidavit Forms indicating whether the original plat is or is not the only location covenants and restrictions are recorded to aid city in not violating prohibition on approving a plat which attempts to remove same.**





Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

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- Modify procedures and standards for workability and administrative efficiency
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- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal renumbers the HOA Articles of Incorporation as B130(a)(1) and adds a maintenance covenant as B130(a)(2).**

**FORMATTED PROPOSAL – [ENTIRE FORM IS NEW; NOT SHOWN UNDERLINED]**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

**Sec. 35-B130. - Homeowners' Association Documentation.**

(a) Articles of Incorporation.

(1) General Terms.

\*\*\*\*\*

(2) Restrictive Covenant to Maintain Improvements

**EXHIBIT A**

**AGREEMENT CREATING A RESTRICTIVE COVENANT ON REAL ESTATE**

THIS AGREEMENT entered into this <XX DAY OF X MONTH, XXXX>, by and between, <HOA LEGAL NAME> (the "HOA") and the City of San Antonio, Texas, a municipal corporation (the "City").

WHEREAS, the HOA is the owner of certain common areas located <LOCATION WITHIN CITY, NEIGHBORHOOD, SUBDIVISION, ETC.> and legally described, as follows:

<INSERT LEGAL DESCRIPTION HERE>

WHEREAS, the development of <DEVELOPMENT NAME> required the construction of <LIST IMPROVEMENT COVENANT PROTECTS> in order to <DESCRIBE ORDINANCE, AGREEMENT, CONDITION, ETC. REQUIRING IMPROVEMENT>, and the developer of <DEVELOPMENT NAME> has constructed the <LIST IMPROVEMENT COVENANT PROTECTS> upon the Real Estate; and

WHEREAS, the HOA, in order to encourage the City to accept construction of the <LIST IMPROVEMENT COVENANT PROTECTS> as complying with <DESCRIBE ORDINANCE, AGREEMENT, CONDITION, ETC. REQUIRING IMPROVEMENT>, has executed this Agreement, creating a restrictive covenant binding upon HOA and enforceable by the City.

NOW THEREFORE, in consideration for the City accepting the construction of the <LIST IMPROVEMENT COVENANT PROTECTS>, the HOA hereby covenants with the City as follows:

1. The purpose (the “Public Purpose”) of the <LIST IMPROVEMENT COVENANT PROTECTS> is to <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>. The parties acknowledge that the HOA is entitled to use, and control the use of, <LIST IMPROVEMENT COVENANT PROTECTS> for purposes other than the Public Purpose, as long as such additional use does not interfere with that Public Purpose. The City shall have no obligations regarding the use of the <LIST IMPROVEMENT COVENANT PROTECTS>, or the control of that use, other than to enforce the public’s right to <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>. Nothing contained herein shall be deemed to place any responsibility upon the City, regarding the <LIST IMPROVEMENT COVENANT PROTECTS>, other than the obligations, as may be imposed by law, to enforce, and preserve, the public’s right to the <DESCRIBE GOAL OF REQUIRED IMPROVEMENT>.

2. The HOA shall be responsible to maintain the <LIST IMPROVEMENT COVENANT PROTECTS> so that they are adequately and appropriately fulfilling their Public Purpose, and so that they are not in violation of any applicable rule, regulation, statute, law or ordinance.

In the event that the HOA shall fail to maintain the <LIST IMPROVEMENT COVENANT PROTECTS>, the City may serve a written notice of such failure (the “Notice of Delinquency”) upon the HOA at <HOA MAILING ADDRESS>, or at such address subsequently given to the City, setting forth the manner in which the HOA has so failed. Such Notice of Delinquency shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the HOA shall fulfill the obligations.

In the event that the HOA fails to fulfill the obligations, or has dissolved, the City may serve a written notice of such failure (the "Notice of Delinquency") upon each of the property owners belonging to the HOA, setting forth the manner in which the HOA has so failed and notifying them of their joint and several liability for its obligations. Such Notice of Delinquency shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which one or more of the property owners shall fulfill the obligations.

If said obligation is not fulfilled within the time specified, the City, in order to insure proper functioning of the <LIST IMPROVEMENT COVENANT PROTECTS> or to prevent the <LIST IMPROVEMENT COVENANT PROTECTS> from becoming a nuisance, may perform the obligations listed in the Notice of Delinquency. All costs incurred by the City, in carrying out such obligations, may be assessed against the Real Estate, and said assessments may be established as liens upon said Real Estate. The exact amount of such assessment shall be determined by the City Council?, and shall be certified by the City Clerk to the County Clerk, at the time of certifying other city taxes to the county, and the County Clerk shall be permitted to extend the same on the tax roll of the County, against Real Estate, and it shall be collected by the County and paid to the City as any other taxes are collected and paid.

The City may attempt to collect such costs from the HOA prior to assessments; however, the City shall not be obligated to do so. Should the HOA, upon receipt of said Notice of Delinquency, believe that the obligations described in such Notice of Delinquency are not proper for any reason, it may, within a twenty day period, apply for a hearing before the governing body of the City, to appeal such Notice of Delinquency. The decision by the governing body of the City shall be final regarding the obligations set forth in such Notice of Delinquency.

3. This covenant shall be deemed to run with the Real Estate.

4. This covenant shall be enforceable by the City of San Antonio. This covenant

may not be amended or removed without the written consent of the City of San Antonio.

IN WITNESS WHEREOF, the parties have executed this Agreement this <XX DAY OF X MONTH, XXXX>.

<HOA LEGAL NAME>

By:

<NAME AND TITLE OF AUTHORIZED AGENT>

City of San Antonio

By:

<NAME AND TITLE OF AUTHORIZED AGENT>



## *UDC Update Request Application*

### *Part 1. Applicant Information*

Name: **Joseph DeCenzo**

Organization (if applicable): **City Attorney's Office**

Address: **100 Military Plaza, San Antonio, TX 78205**

Phone: **210-207-8942** Email: **joseph.decenzo@sanantonio.gov**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Include title if representing a governmental agency or public/private organization)

### *Part 2. Basis for Update (check only one)*

- Clarification amendments to provide for ease of interpretation and understanding of the existing provisions of the UDC  
(Note: Clarification amendments should not change or alter the intent or meaning of existing UDC provisions)
- Editing change that does not alter the impact of the provisions being addressed including changes such as spelling, grammar correction, formatting, text selection, or addition of text in compliance with existing ordinance, statutes or case law
- Completed Rule Interpretation Determination (RID)
- Requested by the Zoning Commission, Planning Commission, Board of Adjustment, HDRC, City Council or other appropriate city board or council (CCR, resolution or signature of the chairperson is required)

### *Part 3. Reason(s) for Update (check all that apply)*

- Modify procedures and standards for workability and administrative efficiency
- Eliminate unnecessary development costs
- Update the procedures and standards to reflect changes in the law or the state of the art in land use planning and urban design
- See Part 4 (if none of the provided choices in this section apply, please discuss the reasons for the proposed update in Part 4)

### *Part 4. Summary of Proposed Update with Suggested Text (see application instructions)*

#### **PROPOSAL SUMMARY –**

**This proposal clarifies that Trust Agreements must be “Irrevocable”**

**FORMATTED PROPOSAL –**

**35-B121. - Subdivision Plat Applications.**

\*\*\*\*\*

(f) Certification and Forms.

\*\*\*\*\*

(9) Form J: [Irrevocable](#) Trust Agreement.

City of San Antonio [Irrevocable](#) Trust Agreement Securing Subdivider's Performance of Development-Related Obligations.

This [Irrevocable](#) Trust Agreement is entered into among Subdivider, Trustee, and City as of the effective date stated below.

Subdivider:

Subdivider's Address:

Trustee Name and Texas Address: [Irrevocable](#) Trust Institution as defined by the Texas Finance Code, Title 3. Financial Institutions and Businesses, Subtitle F

Trustee's Phone Number:

City of San Antonio City:

P.O. Box 839966, City's Address:  
San Antonio, Texas 78283-3966 (Attention: Director, Development Services)

[Irrevocable](#) Trust Amount:

[Irrevocable Trust Account Number:](#)

Subdivision Name:

Plat No.:

County:

This is an [irrevocable](#) Trust Agreement Securing Subdivider's Performance of 1. Development-Related Obligations under the Unified Development Code of the City of San Antonio, Texas ("UDC"). The Terms and Conditions of Subdivider [irrevocable](#) Trust Agreements ("Terms and Conditions") contained in the UDC are incorporated into this Agreement for all purposes as if fully set forth. A copy of the Terms and Conditions are attached for convenience, but in case of a conflict, the text of the UDC controls. If the terms and conditions contained in the UDC change during the pendency of this [irrevocable](#) trust, the terms and conditions in effect at the beginning of this trust continue to govern it unless all parties agree otherwise in writing.

Subdivider and Trustee each acknowledge receipt of the Terms 2. and Conditions of Subdivider Trust Agreements contained in the UDC.

Subdivider has delivered to Trustee the [irrevocable](#) Trust Amount in 3. immediately available funds and U.S. currency. Trustee acknowledges receipt of the [irrevocable](#) Trust Amount in immediately available funds and U.S. currency and accepts the obligations of this [irrevocable](#) Trust as set out in the Terms and Conditions of Subdivider [irrevocable](#) Trust Agreements contained in the UDC.

In Witness Whereof, the parties have caused their representatives to set their hands to be effective as of the following effective date:

City of San Antonio, \_\_\_\_\_/Subdivider, a Texas municipal corporation

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

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

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

Approved as to Form:

\_\_\_\_\_

City Attorney's Office

/Trustee/,

a "Trust Institution" as defined by the Texas Finance Code, Title 3. Financial Institutions and Businesses, Subtitle F

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

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

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

Terms and Conditions of Subdivider [Irrevocable](#) Trust Agreements

1. Scope of Terms and Conditions.

These terms and conditions govern all [Irrevocable](#) Trust Agreements Securing Subdivider's Performance of Development-Related Obligations that are entered into under the Unified Development Code of the City of San Antonio, Texas.

2. Subdivider Undertaking.

Subdivider pledges to City to fulfill its infrastructure-related obligations arising from the Subdivision independently of this [Irrevocable](#) Trust. This Trust is merely intended to secure Subdivider's obligations, not replace or satisfy them.

3. [Irrevocable](#) Trust, Withdrawals.

Trustee must hold the [Irrevocable](#) Trust Amount in trust for City to secure Subdivider's infrastructure-related obligations arising from the Subdivision. All withdrawals must be approved by the Director of Development Services, and may be withdrawn as follows:

By Subdivider:

Subdivider may withdraw from the [Irrevocable](#) Trust Amount when 50 % or more of the remaining cost estimate

has been completed and approved in writing by the Director of Development Services. The Director of Development Services shall not approve any withdrawal until subdivider delivers an engineer's certification, from a licensed engineer in the state of Texas, attesting to the accuracy of the dollar amounts of the construction cost of the remaining improvements. Subdivider may not withdraw more than four times (not to include a one time substitution approved by the director of development services upon the granting of a time extension) during the life of the [irrevocable](#) trust. In no event shall the amount of the trust be less than twenty (20) percent of the total amount of the original cost estimate until all improvements have been completed and approved.

To make a withdrawal, Subdivider must deliver to Trustee a Draw Request Form signed by the Subdivider and Director of Development Services acknowledging completion of some or all of Subdivider's infrastructure-related obligations. Draw Request Forms shall be substantially in the same form as Form V in Appendix B of the Unified Development Code. Developer's and City's acknowledgment must state the dollar value of the completed infrastructure-related obligations.

By City:

City may withdraw from the [Irrevocable](#) Trust Amount to complete Subdivider's infrastructure-related obligations if Subdivider has failed to timely fulfill those obligations. Trustee must honor any attempted draw by the City if the draw is in writing and represents to the Trustee that Developer has failed or refused, or anticipatorily breached its obligation, to timely complete its infrastructure-related obligations arising from the Subdivision. City may withdraw as much as is reasonably necessary to fulfill Subdivider's infrastructure-related obligations arising from the Subdivision. City may make multiple draws. Draw Request Forms shall be substantially in the same form as Form W in Appendix B of the Unified Development Code.

#### 4. Accounting by City.

If City withdraws any part of the [Irrevocable](#) Trust Amount, within 60 days of completing Subdivider's infrastructure-related obligations arising from the Subdivision, City must deliver to Subdivider an accounting of the money spent. Subdivider acknowledges that the statutory formalities applicable to contracting by City may make the City's cost of completion higher than that Subdivider would have incurred had it completed the work itself.

#### 5. Federal Deposit Insurance.

Trustee must keep the [Irrevocable](#) Trust Amount in an interest-bearing ;enn; account or accounts at federally-insured commercial bank or banks. Trustee must spread the Trust Amount over as many different institutions as necessary to assure the entire [Irrevocable](#) Trust Amount is covered by federal deposit insurance.

#### 6. Termination of [Irrevocable](#) Trust.

This [Irrevocable](#) Trust Agreement terminates only when the City delivers a written release of trust to Trustee, with a copy to Subdivider. City has 45 days after engineering certification, including seal, of completion of Subdivider's infrastructure-related obligations arising from the Subdivision in which to deliver a written release of

the trust. If City fails to do so timely, Subdivider may sue for a release of the irrevocable trust.

#### 7. Interpleader.

If Trustee is joined as a party to a lawsuit arising out of this Irrevocable Trust, Trustee may interplead the funds remaining in Trust with any court of competent jurisdiction in Bexar County, Texas. Upon so doing, Trustee is absolved of liability both to City and to Subdivider for all sums interpleaded and for all sums previously paid to City under this Agreement. Upon depositing the funds into the court registry pursuant to an interpleader, Trustee is entitled to recover from the sums deposited its reasonable and necessary attorneys fees actually incurred in making the interpleader.

#### 8. Integration.

Subdivider may contract separately with Trustee regarding all aspects of this trust relationship not covered by this agreement, including Trustee's fees and any indemnity Trustee may wish to be provided, but not such agreements may contradict this Agreement or impair the city's rights under it. This Agreement is a fully integrated statement of City's rights as to Trustee and Subdivider. There are no oral or other written agreements to which City is a party governing the terms of this irrevocable trust. Without limiting the generality of the above, City need not pay any fee to Trustee, and City cannot lawfully, and will not, indemnify Trustee in any respect.

#### 9. Public Information.

All parties acknowledge that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

#### 10. Prohibited Interests in Contracts.

10.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the

voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

10.02. Subdivider and Trustee each warrant and certify as follows:

(i) They and their respective officers, employees and agents are neither officers nor employees of the City.

(ii) They have tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

10.03. Subdivider and Trustee acknowledge that City's reliance on the above warranties and certifications is reasonable.

**Form J-1: Irrevocable Trust Agreement Draw Request Form (Subdivider).**

Draw Request Form (Subdivider)

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Plat No. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Subdivider's Name:

Address:

Phone Number:

Trustees' Name:

Address:

Phone Number:

Escrow Total (Start of Trust): \_\_\_\_\_ 20% Reserve Amount: \_\_\_\_\_

Escrow Total (Current): \_\_\_\_\_ Total Request for this Draw: \_\_\_\_\_

| Request for this | Previous Draw Totals/Amounts | Construction Item Draw |
|------------------|------------------------------|------------------------|
| _____            | _____                        | _____                  |
| _____            | _____                        | _____                  |
| _____            | _____                        | _____                  |

I hereby certify that all the information stated herein is true and accurate, and is based on construction costs bearing the signature and seal of a licensed engineer in the state of Texas (original cost estimate and cost estimate for remaining work attached). This draw request is submitted for reimbursement of funds. All completed work has been done in accordance with the standards and procedures outlined in the City of San Antonio Unified Development Code. I understand that I cannot obtain additional monies from the trust escrow account without the approval of the Director of Development Services, and that approval of any work completed does not constitute acceptance of any improvements. I also understand that a 20% reserve based on the original certified estimate will not be released until all work is complete and approved by the Director of Development Services (and County Engineer if located in the Extra Territorial Jurisdiction).

Subdivider's Signature \_\_\_\_\_

Print Name:

Title:

Date:

State of Texas

County of Bexar

Before me, a notary public for the State of Texas, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct on this the \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

The property that is the subject of this irrevocable trust escrow account was inspected on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (date). The draw amount is acceptable and approved.

City of San Antonio Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name:

Title:

### Form J-2: Draw Request Form (City)

#### Draw Request Form (City)

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Plat No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Subdivider's Name:

Address:

Phone Number:

Trustees' Name:

Escrow Total (Start of Irrevocable Trust): \_\_\_\_\_ 20% Reserve Amount: \_\_\_\_\_

Escrow Total (Current): \_\_\_\_\_

Total Request for this Draw: \_\_\_\_\_

Request for this Draw Construction Items to be completed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This draw request is submitted to Trustee for release of funds associated with the plat number indicated above. The subdivider named above has failed, refused, or anticipatorily breached its obligation to timely complete its infrastructure related obligations arising from the subdivision of the plat identified above.

City of San Antonio Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name:

Title: