

**RESOLUTION NO.**

**RECOMMENDING THE EXTENSION OF THE CITY LIMITS BY THE FULL PURPOSE ANNEXATION OF APPROXIMATELY 15.99 ACRES OF LAND, AS REQUESTED BY THE HERLINDA CANTU FAMILY LP GENERALLY LOCATED AT 23211 US HIGHWAY 281 N, SOUTHWEST OF THE INTERSECTION OF NORTHWIND BOULEVARD AND US HIGHWAY 281 N, CONTIGUOUS TO THE CITY OF SAN ANTONIO LIMITS AND LOCATED WITHIN THE SAN ANTONIO EXTRATERRITORIAL JURISDICTION IN BEXAR COUNTY, PURSUANT TO THE PROVISIONS OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE.**

**WHEREAS**, Chapter 43 of the Texas Local Government Code provides that a City may conduct annexation for full purposes upon the request of the land owner of the subject property; and

**WHEREAS**, the Herlinda Cantu Family LP (Owners) requested the annexation of approximately 15.99 acres of land generally located southwest of the intersection of Northwind Boulevard and US Highway 281 N; and

**WHEREAS**, the proposed voluntary annexation is consistent with the City of San Antonio Annexation Policy by which San Antonio considers annexation necessary for the City's protection of environmental, cultural, historical, economic, and other resources; and

**WHEREAS**, the annexation area is located contiguous to the City of San Antonio limits, within San Antonio's Extraterritorial Jurisdiction (ETJ); and

**WHEREAS**, Section 123A of the Charter of the City of San Antonio requires the Planning Commission shall make a recommendation to City Council on proposed voluntary annexation; and

**WHEREAS**, the San Antonio Planning Commission held a public hearing and considered the full purpose annexation of 15.99 acres on October 24, 2018; and

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:**

**SECTION 1:** The San Antonio Planning Commission recommends the **approval of** the full purpose annexation of approximately 15.99 acres, as requested by the HERLINDA CANTU FAMILY LP described as CB 4900 P-12B (11.9223 AC) ABS 54 & CB 4924 P-1C (4.311 AC) & P-1F (0.77 AC) ABS 633 and depicted in Attachment A, contiguous to the City of San Antonio limits and within the City of San Antonio's ETJ in Bexar County, pursuant to the provisions of Chapter 43 of the Texas Local Government Code.

**SECTION 2:** The San Antonio Planning Commission recommends the **approval of** the Service

Agreement between the City of San Antonio and the Herlinda Cantu Family LP for the proposed annexation area document attached as Attachment B for purposes of considering the full purpose annexation in accordance with applicable law.

**PASSED AND APPROVED ON THIS 24<sup>TH</sup> DAY OF OCTOBER 2018.**

Attest:

Approved:

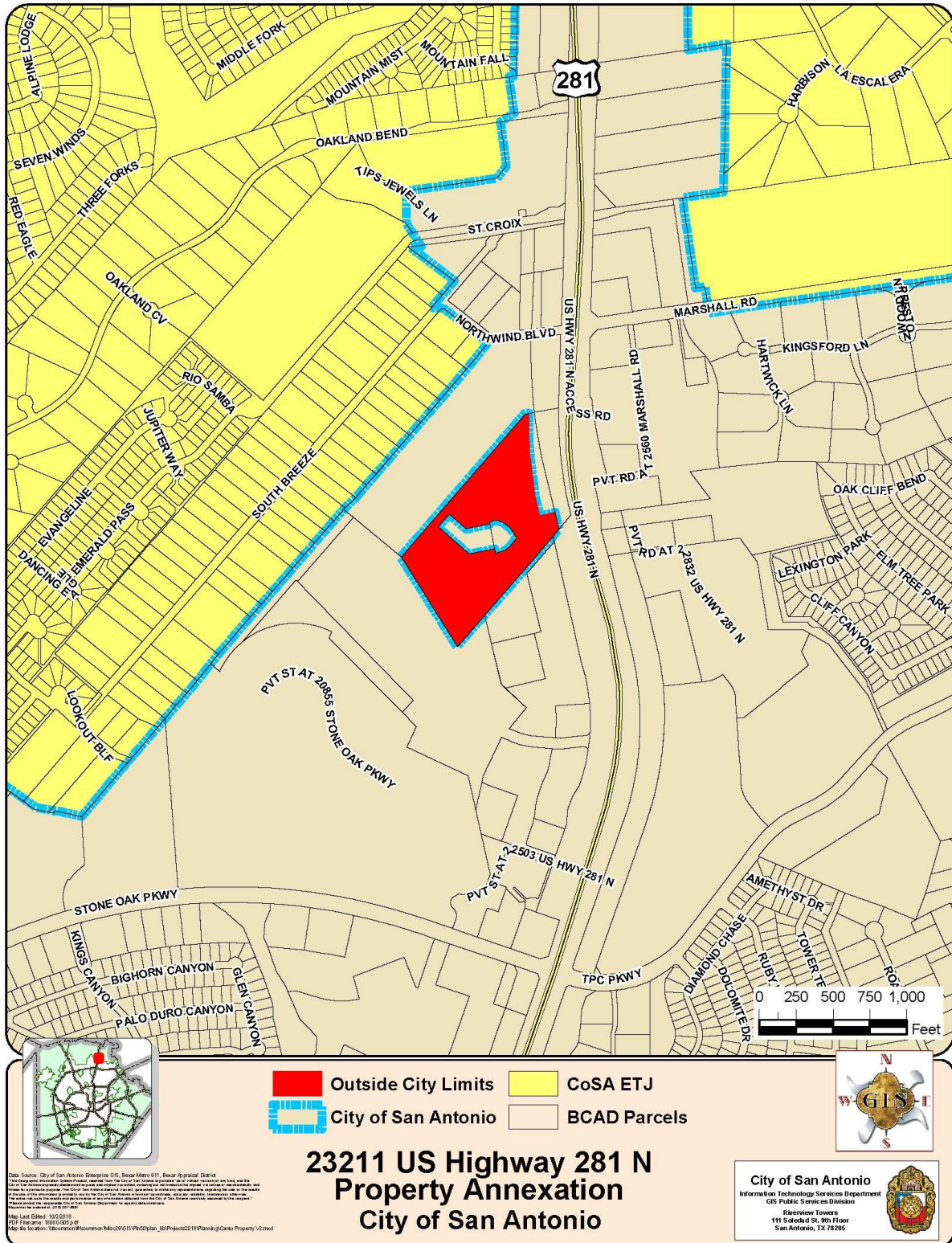
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Executive Secretary  
San Antonio Planning Commission  
Commission

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George W. Peck, Chair  
San Antonio Planning

# ATTACHMENT A





Gibbons Surveying  
& Mapping, Inc.

FIELD NOTES FOR 15.999 ACRES

OUT OF A 19.20 ACRE TRACT IN THE NAME OF HERLINDA CANTU FAMILY, LP AND RECORDED IN PAGE 15875, PAGE 81 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, BEING OUT OF THE WILLIAM BRISBIN SURVEY NO. 89 1/2, ABSTRACT NUMBER 54, COUNTY BLOCK 4900, AND THE EUGENE DE LA ROCHE SURVEY NUMBER 95, ABSTRACT NUMBER 633, COUNTY BLOCK 4924, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At a set  $\frac{1}{2}$ " iron rod stamped "GIBBONS" on the southeast line of the aforementioned 19.20 acre tract having Texas State Plane Grid Coordinates of N=13,786,876.83 and E=2,143,010.16, said point being the southwest corner of a proposed 2.1967 acre TxDOT right of way dedication known as Parcel 8, being South  $40^{\circ}07'06''$  West (bearings are based on GPS observations, datum is NAD '83) 123.43' from a found  $\frac{1}{2}$ " iron rod on the west right of way line of U.S. Hwy. 281 (public right of way width varies), marking the north corner of a 0.23 acre tract in the name of State of Texas as recorded in Volume 11073, Page 1805 of the Real Property Records of Bexar County, Texas, and the southeast corner of the aforementioned 19.20 acre tract and of this tract;

THENCE: South  $40^{\circ}07'06''$  West 108.00' to a found  $\frac{1}{2}$ " iron rod, the north corner of a 49.78 acre tract in the name of Crosswinds I Partnership, Ltd. as recorded in Volume 13268, Page 1612 of the Real Property Records of Bexar County, Texas;

THENCE: With the north line of the 49.783 acre tract, the southeast line of the 19.20 acre tract, the following:

South  $40^{\circ}31'08''$  West 214.39' to a found  $\frac{1}{2}$ " iron rod, an angle point;

South  $41^{\circ}18'29''$  West 266.40' to a set  $\frac{1}{2}$ " iron rod stamped "GIBBONS", an angle point;

South  $40^{\circ}44'03''$  West 283.54' to a found  $\frac{1}{2}$ " iron rod, an angle point;

South  $40^{\circ}53'21''$  West 180.00' to a found  $\frac{1}{2}$ " iron rod, the south corner of the 19.20 acre tract and of this tract;

THENCE: With the northeast line of the 49.78 acre tract and the southwest line of the 19.20 acre tract North  $32^{\circ}09'16''$  West 717.03' to a found  $\frac{1}{2}$ " iron rod, the south corner of a 19.98 acre tract in the name of C-5 Holdings, LLC as recorded in Volume 11073, Page 1805 of the Real Property Records of Bexar County, Texas, the west corner of the 19.20 acre tract and of this tract;

THENCE: North  $40^{\circ}52'16''$  East 1283.41' with the east line of the 19.98 acre tract and the northwest line of the 19.20 acre tract to a found  $\frac{1}{2}$ " iron rod, an angle point;

THENCE: North  $79^{\circ}54'13''$  East 13.18' with the east line of the 19.98 acre tract to a set  $\frac{1}{2}$ " iron rod stamped "GIBBONS", the northwest corner of a 3.2008 acre tract surveyed this day, the north corner hereof;

THENCE: Crossing the 19.20 acre tract with the west line of the 3.2008 acre tract, the following:

South  $08^{\circ}39'08''$  West 636.17' to a set  $\frac{1}{2}$ " iron rod stamped "GIBBONS", the northwest corner of a proposed TxDOT Drain Easement;

15.999 ACRE TRACT  
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South 01°24'57" West 60.00' to a set ½" iron rod stamped "GIBBONS", the southwest corner of the TxDOT Easement;

South 88°35'03" East 100.00' to a set ½" iron rod stamped "GIBBONS", the southeast corner of the TxDOT Easement, being on the west line of the aforementioned 2.1967 acre TxDOT right of way dedication;

THENCE: South 13°35'33" East 94.51' with the dedication line to the POINT OF BEGINNING of this tract SAVE AND EXCEPT a 1.230 Acre Tract recorded in Volume 11323, Page 238 and a 0.593 Acre Tract recorded in Volume 5237, Page 490 of the Real Property Records of Bexar County, Texas and containing 15.999 acres (696,906 square feet)

The SAVE AND EXCEPT tract being more particularly described by metes and bounds as follows:

COMMENCING: At a found ½" iron rod on the west right of way line of U.S. Hwy. 281 (public right of way width varies), the north corner of a 0.23 acre tract in the name of State of Texas as recorded in Volume 11073, Page 1805 of the Real Property Records of Bexar County, Texas, the southeast corner of the aforementioned 19.20 acre tract, said iron rod having Texas State Plane Grid Coordinates of N=13,786,971.22 and E=2,143,089.70; thence South 66°21'50" West 563.10' to a found ½" iron rod marking the southeast corner and POINT OF BEGINNING of the 1.230 acre tract;

THENCE: South 78°33'27" West 178.54' to a found ½" iron rod, an angle point;

THENCE: North 48°41'31" West 276.59' to a found ½" iron rod, the west corner of the 1.230 acre tract;

THENCE: North 41°18'29" East 115.54' to a found ½" iron rod, the north corner of the 1.230 acre tract;

THENCE: South 48°41'31" East 151.78' to a found ½" iron rod, an angle point;

THENCE: North 78°33'27" East 162.11' to a found ½" iron rod on the west line of the aforementioned 0.593 acre tract, the north corner of the 1.230 acre tract, a re-entry corner hereof;

THENCE: North 11°26'33" West 9.34' to a found ½" iron rod, the northwest corner of the 0.593 acre tract;

THENCE: North 59°47'47" East 24.16' to a found ½" iron rod, an angle point;

THENCE: North 83°22'32" East 30.29' to a found ½" iron rod, an angle point;

THENCE: South 79°20'04" East 13.29' to a found ½" iron rod, an angle point;

THENCE: South 68°28'15" East 34.60' to a found ½" iron rod, an angle point;

THENCE: South 52°52'15" East 58.10' to a found ½" iron rod, an angle point;

THENCE: South 32°23'40" East 59.53' to a found ½" iron rod, the beginning of a curve to the right;

THENCE: With the curve to the right, having a radius of 27.95', a delta of 71°10'23", an arc length of 34.72' and a chord bearing South 03°11'44" West to a found ½" iron rod;

THENCE: South 38°47'09" West 55.64' to a found ½" iron rod, an angle point;

THENCE: South 50°36'18" West 42.91' to a found ½" iron rod, an angle point;

15.999 ACRE TRACT  
PAGE 3 OF 3

THENCE: South 74°42'59" West 65.38' to a found ½" iron rod, the southwest corner of the  
aforementioned 0.593 acre tract;

THENCE: North 11°26'33" West 30.64' to the POINT OF BEGINNING of the SAVE AND EXCEPT  
parcel;

THESE FIELD NOTES TOGETHER WITH A SURVEY MAP WERE PREPARED FROM AN ACTUAL SURVEY MADE ON THE  
GROUND BY EMPLOYEES OF GIBBONS SURVEYING & MAPPING, INC. WHO WERE WORKING UNDER MY SUPERVISION AND  
DIRECTION.

*Gary A. Gibbons*

Gary A. Gibbons, R.P.L.S. #4716  
Date: September 24, 2015, revised November 5, 2016  
Job No.: 14-4600  
Doc I.D.: 16 acres Hwy 281  
GAG/ps



GIBBONS SURVEYING & MAPPING, INC.  
150 West Mapesody Drive, San Antonio, TX 78216  
(210) 364-4600 www.GibbonsSurveying.com  
FBPLS Firm No. 00116900



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 21 2016



*Gerard C. Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160250936 Fees: \$58.00  
12/21/2016 2:33PM # Pages 9  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

**RECORDER'S MEMORANDUM**

AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER ETC.



## **ATTACHMENT B**

### **City of San Antonio Service Agreement for the 23211 US Highway 281 N Property Annexation**

#### **Introduction**

The City ("City") of San Antonio, Texas, is making this Service Agreement ("Agreement") available pursuant to Chapter 43 of the Texas Local Government Code. This Agreement relates to the annexation by the City of the 23211 US Highway 281 N Property, "Annexation Area" consisting of approximately 15.99 acres, located at US 23211 Highway 281 N in North Bexar County, described as CB 4900 P-12B (11.9223 AC) ABS 54 & CB 4924 P-1C (4.311 AC) & P-1F (0.77 AC) ABS 633. The property owner has requested annexation by the City and will be developing the property as commercial use.

#### **ARTICLE 1. EFFECTIVE TERM**

This Agreement shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time. The Agreement may be extended upon the mutual consensus of the City and the Property Owner.

#### **ARTICLE 2. INTENT**

It is the intent of the City that services under this Agreement shall provide full municipal services as required and defined by the Texas Local Government Code. The City reserves the right guaranteed to it by the Texas Local Government Code, to amend this Agreement if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws to make this Agreement unworkable or obsolete or unlawful.

#### **ARTICLE 3. SERVICE AGREEMENT**

In general this Agreement includes three service components: *(1) Annexation Service Requirements, (2) Additional Services and (3) a Capital Improvement Program.* As used in this Agreement, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services are provided and fees are assessed in accordance with City of San Antonio Municipal Code, as may be amended.

**1. Annexation Service Requirements** – The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless

otherwise noted.

**A. Police Protection** – The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the newly annexed area upon the effective date of annexation. These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team (SWAT); and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The newly annexed area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 24 hours a day, seven days a week, and to maintain an average response time comparable to other areas of the city. SAPD San Antonio Fear Free Environment Unit (SAFFE) officers will be available to meet as requested to discuss police issues.

The City currently has six Police Substations. Each Substation is responsible for a Patrol "Service Area," under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into "Patrol Districts." The "Patrol Districts" are geographically defined areas established for several reasons, the subject property will be incorporated into North Patrol District 3160, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the North Patrol Substation, located at 13030 Jones Maltsberger Rd, San Antonio, TX 78247. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, 24 hours a day, 7 days a week. Many times multiple officers are assigned to single districts.

Police services are initiated by on-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

**B. Fire Protection and Emergency Medical Service (EMS)** – The San Antonio Fire Department (SAFD) will provide fire protection services and EMS to the Annexation Area consistent with the provision of services in like areas of San Antonio. Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers and Chief Officers.

**C. Solid Waste Collection Services** – The City of San Antonio Solid Waste Management Department will provide solid waste collection services at a level equivalent to those property owners within the current City limits. Services are provided and fees are assessed in accordance with Chapter 14 of the City Municipal Code, as may be amended. Fees for services are assessed monthly on CPS Energy Utility bills. City of San Antonio solid waste services will not be provided the first two years after annexation. After two years all single family residential properties accessible from public streets must use City-provided service.

*Commercial Solid Waste Services* – The City’s Commercial garbage collection is available on a case by case basis for qualifying businesses in a manner similar to residential services. Bulky item, brush and bagged leaf collections are not provided to businesses. If City-provided commercial service is not desired, businesses may utilize private service providers.

Monthly Solid Waste Fees are set annually by City Council:

- **Environmental Services Fee** – All residential and non-residential properties shall be assessed a monthly Environmental Service Fee of \$3.24 per unit. The Environmental Fee is comprised of a \$2.24 Solid Waste Environmental Fee and a \$1.00 Parks Environmental Fee. These fees are intended to defray municipal expenses necessary to cleaning up illegally dumped waste, collecting and disposing of dead animals, performing regulatory maintenance on closed landfills, providing environmental services to the City's park system, and equitably sharing costs for neighborhood clean-ups benefiting residents and businesses that do not pay a monthly solid waste processing fee.

If commercial customers elect to use City-provided services the additional monthly fees based on current Fiscal Year approved fees below apply in accordance with the cart size selected:

Size of Garbage Cart	Monthly Fee
Small (48 gallons)	\$16.76
Standard(64 gallons)	\$18.76
Large (96 gallons)	\$26.76

**D. Operation and Maintenance of Water and Wastewater Facilities** – San Antonio Water System (SAWS) will maintain and operate the public water and wastewater facilities that are within its certified service area. Routine standard maintenance of the facilities is performed on a scheduled basis. Emergency maintenance and repairs receive immediate attention, and are available 24 hours a day, 7 days a week. The facilities will be maintained and operated in accordance with standard SAWS policies and procedures, and under the provisions of the SAWS Utility Service Regulations for the extension of facilities.

*SAWS Monthly Rates* – The SAWS rate structure is designed to provide balance between residential and business rates and to encourage conservation with rates that increase at higher levels of consumption. The current rates were approved by City Council to be effective as of the beginning of January 2017. SAWS customers, after annexation, will pay the lower Inside City Limit rate as opposed to the Outside City Limit rate.

*SAWS Water Conservation Programs & Rebates* –SAWS water conservation education programs and rebates are available to SAWS residential and commercial customers. Educational resources regarding drought-tolerant plants are available at [www.GardenStyleSA.com](http://www.GardenStyleSA.com).

With commercial customers accounting for 6.0% of the customer base and 35.1% of SAWS' annual water sales, there is great potential for water savings through commercial conservation programs. Commercial customers also have access to water conservation education and incentives. There are programs to make irrigation systems more efficient and customer rebates for big projects that address operational efficiencies. Detailed information on these and other programs can be found on the SAWS website at [www.saws.org](http://www.saws.org).

**E. Operation and Maintenance of Roads and Streets, including Street Lighting** – The Transportation and Capital Improvements Department (TCI) is responsible for the maintenance and repair of the City street, bridge and alley infrastructure within its jurisdiction. Curbs, sidewalks, driveways approaches, curb ramps and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act (ADA) standards. Service requests or community concerns for TCI's response, such as pothole and base and pavement repairs are initiated by contacting the City's 311 call center or online services. These services include:

- Emergency Pavement Repair
- Street Base and Pavement Repair
- Preventative Street Maintenance
- Guard Post and Guard Rail Maintenance
- De-icing and Snow Removal Services
- Neighborhood Access and Mobility Program (NAMP)
- Emergency Street Closure Services
- Street Re-striping and Marking Services

*Infrastructure Management Program (IMP)* is a five-year rolling program which focuses on the maintenance of City infrastructure. Services needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each City fiscal year, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather. The goal of the IMP is to provide the best possible maintenance for the City.

*Transportation Systems Management & Operations* will provide regulatory signage services in the Annexation Area. Traffic signal, stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the 311 call center.

*Storm Water Utility* – The Storm Water Utility is housed within the TCI Department. The Storm

Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

*The Storm Water Utility Fee* is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. On September 10, 2015, the San Antonio City Council approved revisions to the Storm Water Fee structure using an impervious cover approach and adopted a five-year rate plan. The revised Storm Water Fee rates became effective January 1, 2016. The rates each year after 2016 shall be effective on the October 1 date occurring prior to the start of the succeeding calendar year (e.g. October 1, 2016 for new rates shown for FY 2017, October 1, 2017 for new rates shown for FY 2018, etc.). More information about the storm water rate plan is available at <http://www.sanantonio.gov/TCI/Projects/Storm-Water-Fee>.

The storm water utility fee is billed by SAWS on behalf of the City. Services are currently provided by the SAWS, in accordance with the SAWS's approved business plan and as limited by applicable codes, laws, ordinances and special agreements. The fee will be assessed for the subject property as the storm water will drain into the existing City facilities.

*Street lighting* – The planning of public street lights is coordinated by the City's Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with Sec. 43.056 (b) (6) of the Texas Local Government Code and the City's policies. The City assumes the cost of electricity for public street lights.

**F. Operation and Maintenance of Parks, Playgrounds and Swimming Pools** – Maintenance responsibilities for municipally owned parks in annexed area are the responsibility of the City. Any proposed or existing privately owned parks, playgrounds, swimming pools, recreational facilities and common spaces in the subject property are the responsibility of the property owner(s).

**G. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service** – Should the City acquire any other facilities, buildings, or services necessary for municipal services located within the subject property, an appropriate City department will provide maintenance services for them.

**2. ADDITIONAL SERVICES** – Certain services, in addition to the above services, will be provided within the Annexation Area. They are as follows:

**A. Code Compliance** – The Code Compliance Division of DSD enforces City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement is provided to the following and is not limited to:

- Vacant dangerous premises and structures,
- Junked vehicles,
- Weeded vacant lots,
- Zoning (Unified Development Code),
- Property maintenance,

- Minimum housing, including unsanitary premises,
- Front yard parking,
- Alley and right-of-way violations,
- Monthly inspections of salvage/junk yards,
- Monitoring and enforcing materials received at salvage/junk yards, and
- Enforcement of garage sale permits
- The Code and ordinances enforced by DSD are subject to changes by the City Council

**B. Zoning** – The City will initiate the zoning process for a permanent zoning classification. The Zoning Commission will conduct at least one public hearing and make a recommendation to the City Council regarding the proposed zoning. The City Council will consider the proposed zoning district concurrently with the annexation of the area at a public hearing. Zoning will be effective upon the effective date of annexation.

**C. Building Permits** – Incomplete construction must obtain building permits from the DSD in accordance with City codes. For new commercial construction, incomplete construction indicates, approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation, tree, and landscape field inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the project. Building permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX. In addition, as part of the permitting process, applicant will be required to adhere to the City's Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, plan review, street and sidewalk construction and storm water related issues.

**D. Certificate of Occupancy** – New and existing businesses must obtain a Certificate of Occupancy and related licenses required by City code from the DSD, San Antonio Metropolitan Health District, and/or City Tax Office. In accordance with the adopted International Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center.

**E. Library Services** – The nearest library to the voluntary annexation area is the Encino Library branch located at 2515 E Evans Rd, San Antonio, TX 78259.

The San Antonio Public Library locations provide the following services:

- Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
- Programming for adults, young adults and children such as regularly scheduled story time;
- Book discussion groups and other topics of interest to the community; and
- Access to the website, databases and other computer programs, is available seven days a week through the web address [www.mysapl.org/digital](http://www.mysapl.org/digital).

Professional staff is available to assist library customers with reference and reader's advisory

questions and public meeting room space are available. More information is available at the San Antonio Public Library Website: [www.mysapl.org](http://www.mysapl.org).

**F. Health Department Services** – The San Antonio Metropolitan Health District (SAMHD) currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to person residing in the Annexation Area through an interlocal agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

- Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
- Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
- Enforcement of the City's smoking ordinance in public places;
- Investigation of reported elevated Blood Lead Levels (BLL) in children;
- Access to community health clinics; and
- Medical Assistance Program benefits

SAMHD would provide additional services for oversight of day care centers, semi-public swimming pools, air quality permits and livestock issues.

**G. Animal Care Services** – Newly annexed area will receive the same level of service as within the current San Antonio City Limits. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources as microchips and spay/neuter services, and community cat program services.

**H. Other Services** – City Departments with jurisdiction in the area will provide services according to City policy and procedure.

**3. CAPITAL IMPROVEMENTS PROGRAM** – The City will initiate the construction of capital improvements as may be necessary for providing municipal services to the Annexation Area. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government Code.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

**A. Police Protection** – No capital improvements are necessary at this time to provide police services.

**B. Fire Protection** – No capital improvements are necessary to provide fire services.

**C. Emergency Medical Service** – No capital improvements are necessary at this time to provide EMS services.

**D. Solid Waste Collection** – No capital improvements are necessary at this time to provide solid waste collection services.

**E. Roads and Streets** – No newly constructed road or street related capital improvements are necessary at this time to provide services. The City will assume maintenance responsibilities for all public streets.

**F. Parks, Playgrounds and Swimming Pools** – No capital improvements are necessary at this time to provide parks and recreation services.

**G. Library Services** – No capital improvements are necessary at this time.

**H. Capital Improvements Planning** – The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community plans, existing neighborhood plans, community associations, neighborhood requests and other community processes.

#### **ARTICLE 4. AMENDMENT: GOVERNING LAW**

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

#### **ARTICLE 5. FORCE MAJEURE**

In case of an emergency, such as Force Majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the Annexation Area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the Annexation Area of the level described in this Agreement as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics,



landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Agreement.

#### **ARTICLE 16. SUMMARY OF THE WATER AND WASTE WATER UTILITY SERVICE REGULATIONS**

Summary of the Water and Waste Water Utility Service Regulations, adopted in 2016

The following information is a summary of the SAWS Utility Service Regulations for the extension of water and/or waste water facilities as incorporated by reference in the latest version of the Unified Development Code, in conformance with the Texas Local Government Code requirement that the Agreement have a summary of the service extension policy.

Water and waste water service is only provided to lots that have been properly subdivided and platted or are a legal lot. For property that is required by subdivision regulations to construct water or waste water facilities connecting to the SAWS system, funding and construction of those facilities will remain the responsibility of the developer. If the specific undeveloped property does not have SAWS water or wastewater service fronting the property, the owner may make an application for an extension of service to SAWS Director of Infrastructure Development Department for review. If the Director determines that adequate capacity is available, or will be and if the project does not include SAWS cost participation or reimbursement, and if the proposed facilities are a logical extension of SAWS water and/or wastewater system and the requested extension meets the requirements of SAWS Utility Service Regulations, the extension size, capacity, and routing may be approved by the Director. Funding and construction of the facilities will be the responsibility of the developer.

Depending on the size of the new facilities and other conditions, with SAWS Board of Trustees approval, SAWS may reimburse the developer for a portion of the cost of constructing certain facilities. With Board approval, SAWS may reimburse costs associated with the oversize capacity of water and wastewater mains. The actual calculation of the cost participation and reimbursement amounts, including limits and the schedules for the payments, are included in SAWS Utility Service Regulations as incorporated by reference in the UDC.

For lots that have water or wastewater lines in the street fronting the lot, the owner may receive water or wastewater service by applying for a tap permit and paying any required fees. The new customers will be required to pay the impact fees and all connection fees.

For property(s) served by a septic system, the property owner(s) remains responsible for the operation and maintenance of the septic system. If the septic system fails, the property owner must repair the system or pay to extend SAWS wastewater facilities to the property, if unavailable. Under certain circumstances the City Health Department and/or applicable regulatory agency for septic tanks may require the property owner to connect to SAWS public waste water facilities.

This policy is set by the City Council and can be amended in the future by ordinance.

**THEREFORE, IN WITNESS WHEREOF, the Parties have executed this Service Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

**CITY OF SAN ANTONIO** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**REPRESENTATIVES OF THE  
23211 US Highway 281 N Property Annexation**

**State of Texas**       §

§

**County of Bexar**   §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, with a title of \_\_\_\_\_ for the City of San Antonio, Texas municipal Corporation, on behalf of said corporation.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_