

**SECOND AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE
POLICY (“CCHIP”) AGREEMENT**

BETWEEN THE CITY OF SAN ANTONIO
AND
SAN ANTONIO HOUSING FACILITY CORPORATION

This Second Amendment to the Center City Housing Incentive Policy (“CCHIP”) Agreement (“First Amendment”) is entered into by and between the City of San Antonio (“City”), a municipal corporation governed by the laws of the State of Texas, and San Antonio Housing Facility Corporation (“Developer”). Together, City and Developer may be referred to, herein, as “the Parties.”

RECITALS

- A. CITY and Developer entered into that certain CCHIP Agreement (the “Agreement”) authorized under the City's CCHIP Policy and executed on February 18, 2015 and attached hereto as Attachment I. The Agreement was amended for the terms and conditions by a First Amendment on April 17, 2019 and attached hereto as Attachment II.
- B. Prior to the First Amendment and Second Amendment, the Agreement was in full effect and Developer was in compliance with all terms and conditions.
- C. The Parties now seek to amend the terms and conditions of the Agreement as stated in this Second Amendment and affirm that all other provisions of the Agreement remain in full force and effect.
- D. This Second Amendment does not change the total incentive amount due to DEVELOPER.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

- 1. **Definitions.** All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. **Amendment.** The Parties hereby mutually agree to amend the Agreement as follows:
 - (A) The second recital shall be deleted and replaced with the following:

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately FIFTY-ONE MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED NINETEEN 00/100 DOLLARS (\$51,877,319.00) in real property improvements, including land acquisition costs, within the boundaries of City Council District 1; and

(B) Article III, Section A(1) and (2) shall be deleted and replaced with the following:

A. The Project.

*Investment. DEVELOPER shall invest approximately FIFTY-ONE MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED NINETEEN 00/100 DOLLARS (\$51,877,319.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of TWO HUNDRED THIRTEEN (213) rental housing units located at the Project Site (the "Project"). The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition; design; base building construction costs; engineering; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER 's CCHIP Application, **Exhibit C.***

1. Construction. *DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on June 22, 2020("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than June 22, 2022 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld*

(C) Exhibits C & D, is deleted in its entirety and replaced with Exhibit labeled 2C & 2D, attached to this SECOND AMENDMENT.

3. Effective Date. This Second Amendment shall be effective upon execution of this SECOND AMENDMENT by all Parties.
4. No Other Changes. Except as specifically set forth in this Second Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this Second Amendment shall be read and construed as one instrument.

5. Choice of Law. This Second Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This Second Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument.

WITNESS HEREOF, the parties hereto have executed in triplicate originals of this Second Amendment on the 1st day of May, 2020.

CITY OF SAN ANTONIO
a Texas Municipal Corporation



Assistant City Manager

APPROVED AS TO FORM:



Digitally signed by Victoria Shum
Date: 2020.05.01 11:23:34 -05'00'

City Attorney

DEVELOPER:
SAN ANTONIO HOUSING
FACILITY CORPORATION,
a San Antonio Housing Authority
Affiliate

By: _____

Printed Name: David Nisivoccia

Title: Secretary/Treasurer

Attachment II

**FIRST AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE
POLICY (“CCHIP”) AGREEMENT**

BETWEEN THE CITY OF SAN ANTONIO
AND
SAN ANTONIO HOUSING FACILITY CORPORATION

This First Amendment to the Center City Housing Incentive Policy (“CCHIP”) Agreement ("First Amendment") is entered into by and between the City of San Antonio ("City"), a municipal corporation governed by the laws of the State of Texas, and San Antonio Housing Facility Corporation ("Developer"). Together, City and Developer may be referred to, herein, as "the Parties."

RECITALS

- A. CITY and Developer entered into that certain CCHIP Agreement (the "Agreement") authorized under the City's CCHIP Policy and executed on February 18, 2015 and attached hereto as Attachment I.
- B. Prior to this First Amendment, the Agreement was in full effect and Developer was in compliance with all terms and conditions.
- C. The Parties now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

NOW THEREFORE, the Parties hereby agree and amend as follows:

- 1. **Definitions.** All capitalized terms used in this First Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. **Amendment.** The Parties hereby mutually agree to amend the Agreement as follows:

(A) The second recital shall be deleted and replaced with the following:

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately FORTY-FIVE MILLION EIGHT HUNDRED SIXTEEN THOUSAND NINE HUNDRED SEVENTY-SEVEN 00/100 DOLLARS (\$45,816,977.00) in real property improvements, including land acquisition costs, within the boundaries of City Council District 1; and

(B) Article III, Section A(1) and (2) shall be deleted and replaced with the following:

A. The Project.

1. Investment. DEVELOPER shall invest approximately FORTY-FIVE MILLION EIGHT HUNDRED SIXTEEN THOUSAND NINE HUNDRED SEVENTY-SEVEN 00/100 DOLLARS (\$45,816,977.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of TWO HUNDRED FIFTEEN (215) rental housing units located at the Project Site (the "Project") . The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition; design,; base building construction costs; engineering; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER 's CCHIP Application, **Exhibit C.**

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on September 1, 2019 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than June 1, 2021 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld

(C) Article IV, paragraph II, shall be deleted and replaced with the following:

Economic Development Program Incentives. CITY is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to SEVEN HUNDRED ONE FOUR HUNDRED THIRTY SIX 00/100 DOLLARS (\$701,436.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D.**

(D) Article IV, Section A, shall be deleted and replaced with the following:

A. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of SEVEN HUNDRED ONE FOUR HUNDRED THIRTY SIX 00/100 DOLLARS (\$701,436.00). The cumulative amount represents both City fee waivers in the amount of ONE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED FORTY-TWO 00/100 DOLLARS (\$127,642.00) and SAWS fee waivers in an amount not to exceed FIVE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED NINETY-FOUR 00/100 DOLLARS (\$573,794.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit E.**

(E) Exhibits C, D, and E are deleted in their entirety and replaced with Exhibits labeled 2C, 2D, and 2E attached to this FIRST AMENDMENT.

3. Effective Date. This First Amendment shall be effective upon execution of this FIRST AMENDMENT by all Parties.
4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.
5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument.

WITNESS HEREOF, the parties hereto have executed in triplicate originals of this First Amendment on the 17th day of ~~March~~, 2019.
April

CITY OF SAN ANTONIO
a Texas Municipal Corporation



Assistant City Manager

APPROVED AS TO FORM:



City Attorney

DEVELOPER:

SAN ANTONIO HOUSING
FACILITY CORPORATION,
a San Antonio Housing Authority
Affiliate

By: _____

Printed Name: David Nisivoccia

Title: Secretary/Treasurer

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CITY OF SAN ANTONIO
a Texas Municipal Corporation

Assistant City Manager

APPROVED AS TO FORM:

City Attorney

DEVELOPER:
SAN ANTONIO HOUSING
FACILITY CORPORATION,
a San Antonio Housing Authority
Affiliate

By: 

Printed Name: David Nisivoccia

Title: Secretary/Treasurer

EXHIBIT 2C



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Lucila Diaz Title: Project Manager
 Company: Franklin Development Properties, Ltd.
 Project Role: Co-Developer
 Address, City, ST, ZIP: 21260 Gathering Oak, Ste. 101, San Antonio, Texas 78260
 Phone: (210) 408-3152 ; (210) 694-2225 Email: lucila@franklinmgt.net

Project Information

Project Owner / Developer: San Antonio Housing Authority / Franklin Development Properties, Ltd.
 Other Associated Entities and Roles: N/A

Project Name: Victoria Commons - Chavez Multifamily
 Project Site Address: Corner of Cesar Chavez and Labor 78210
 Start Date: 9/1/2019 Completion Date: 6/1/21
 Cost of public improvements: \$ _____
 Estimated total project cost: \$ 45,816,977 (including public improvements)
 Housing units created: 215 Rentals For Sale
 Housing units per acre: 64
 Target rental price per square foot: \$ 1.06 / Target sales price per square foot: \$ _____
 Square feet of retail space: 6073 feet of commercial office space: 0
 Estimated number of new jobs to be created, if any: 3

Geographic Location

Project must be located in the CRAG. Additional consideration will be given to projects in one of the four subareas targeted for multi-family development.

- Located in CRAG and Tier1: Urban Core
- Located in CRAG and Tier 2: Near River South, Hemisfair/Cesar Chavez, Near East Side, Near West Side, Civic Core, Medical District
- Located in CRAG and Tier 3: River North
- Located in CRAG and Tier 4: Midtown
- Located in CRAG only and no Tier
- Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: Inner City (100%)

Project Categories

- Historic Rehabilitation
- Mixed Income (80%-100% AMI)
- Adaptive Reuse
- Community Use
- Within ¼ mile of Robert Thompson Transit Center or West Side Multi Modal Center
- Brownfield Redevelopment
- High-Rise Residential Development
- Student Housing

Other Project Features

- Low Impact Development
- Mixed Use (at minimum: first floor retail/office)
- Structured Parking

Site Information

City Council District #: 1 Current Zoning: MF33 IDZ

Bexar County Appraisal District Information (www.bcad.org)

Property ID#: 108022 & 108021 Acreage: 2.3887 & .9553

Current Value: Land: ~~\$5,826,590.00~~ Improvements: \$ 0.00

Additional Information \$8,812,720 *KMC*

1. Has the project owner/developer or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of Federal, State, County and/or City laws, codes or ordinances?

- No
- Yes (please indicate nature/status of the violations on additional page(s))

2. SAWS Impact Fees (if seeking waiver)

Estimate of water and sewer impact fees: \$ 573,794.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) Summer 2015

3. Other than City incentives, what are the funding sources for the project?

- Equity
- Housing Tax Credits
- Conventional Bank Financing
- HUD Loans
- Other: SAHA Funding Sources

Required Attachments

- Cover letter describing project and summarizing details. Explain project features and categories marked above.
- Corporate Information (history, urban development experience, etc.)
- Site plans and renderings
- SAWS Impact Fee Estimate (Contact SAWS @ 210-233-2009)
- Project Proforma

Bexar CAD

Property Search Results > 108021 CITY OF SAN ANTONIO for Year 2018

Tax Year:

Property

Account

Property ID:	108021	Legal Description:	NCB 708 BLK 8 LOT 29
Geographic ID:	00708-008-0290	Zoning:	RM-4
Type:	Real	Agent Code:	
Property Use Code:	5000		
Property Use Description:	EXEMPT - TOTAL EXEMPT		

Protest

Protest Status:
 Informal Date:
 Formal Date:

Location

Address:	600 E CESAR E CHAVEZ BLVD SAN ANTONIO, TX 78210	Mapsc0:	616F6
Neighborhood:	NBHD code10031	Map ID:	
Neighborhood CD:	10031		

Owner

Name:	CITY OF SAN ANTONIO	Owner ID:	70010
Mailing Address:	PO BOX 839966 SAN ANTONIO, TX 78283-3966	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$2,517,590	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
<hr/>			
(=) Market Value:	=	\$2,517,590	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$2,517,590	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$2,517,590	

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO

% Ownership: 100.0000000000%

Total Value: \$2,517,590

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$2,517,590	\$0	\$0.00
08	SA RIVER AUTH	0.018580	\$2,517,590	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$2,517,590	\$0	\$0.00
10	UNIV HEALTH SYSTEM	0.276235	\$2,517,590	\$0	\$0.00
11	BEXAR COUNTY	0.277429	\$2,517,590	\$0	\$0.00
21	CITY OF SAN ANTONIO	0.558270	\$2,517,590	\$0	\$0.00
57	SAN ANTONIO ISD	1.562600	\$2,517,590	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$2,517,590	\$0	\$0.00
SA034	San Antonio TIF #34 Hemisfair	0.000000	\$2,517,590	\$0	\$0.00
Total Tax Rate:		2.865932			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$72,152.42

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.9553	41613.00	0.00	0.00	\$2,517,590	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$2,517,590	0	2,517,590	\$0	\$2,517,590
2017	\$0	\$2,517,590	0	2,517,590	\$0	\$2,517,590
2016	\$0	\$2,288,720	0	2,288,720	\$0	\$2,288,720
2015	\$0	\$1,830,970	0	1,830,970	\$0	\$1,830,970

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		Deed	Deed		CITY OF SAN ANTONIO	4158	0082	0

2019 data current as of Jan 9 2019 12:44AM.
2018 and prior year data current as of Jan 4 2019 9:30AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Bexar CAD

Property Search Results > 108022 SAN ANTONIO HOUSING AUTHORITY for Year 2018

Tax Year:

Property

Account

Property ID:	108022	Legal Description:	NCB 709 BLK 4 LOT 1 - 11, P-100 (0.455 AC); NCB 1024 BLK LOT NW IRR PT OF BLK
Geographic ID:	00709-004-0011	Zoning:	IDZ
Type:	Real	Agent Code:	
Property Use Code:	5000		
Property Use Description:	EXEMPT - TOTAL EXEMPT		

Protest

Protest Status:
 Informal Date:
 Formal Date:

Location

Address:	500 VICTORIA LN SAN ANTONIO, TX 78210	Mapsco:	616F6
Neighborhood:	NBHD code10031	Map ID:	
Neighborhood CD:	10031		

Owner

Name:	SAN ANTONIO HOUSING AUTHORITY	Owner ID:	88880
Mailing Address:	818 S FLORES ST SAN ANTONIO, TX 78204-1400	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$6,295,130	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
<hr/>			
(=) Market Value:	=	\$6,295,130	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$6,295,130	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$6,295,130	

Taxing Jurisdiction

Owner: SAN ANTONIO HOUSING AUTHORITY
 % Ownership: 100.000000000000%
 Total Value: \$6,295,130

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$6,295,130	\$0	\$0.00
08	SA RIVER AUTH	0.018580	\$6,295,130	\$0	\$0.00
09	ALAMO COM COLLEGE	0.149150	\$6,295,130	\$0	\$0.00
10	UNIV HEALTH SYSTEM	0.276235	\$6,295,130	\$0	\$0.00
11	BEXAR COUNTY	0.277429	\$6,295,130	\$0	\$0.00
21	CITY OF SAN ANTONIO	0.558270	\$6,295,130	\$0	\$0.00
57	SAN ANTONIO ISD	1.562600	\$6,295,130	\$0	\$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$6,295,130	\$0	\$0.00
SA011	San Antonio TIF #11 Inner City	0.000000	\$6,295,130	\$0	\$0.00
Total Tax Rate:		2.865932			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$180,414.15

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	2.3887	104051.77	0.00	0.00	\$6,295,130	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$6,295,130	0	6,295,130	\$0	\$6,295,130
2017	\$0	\$6,295,130	0	6,295,130	\$0	\$6,295,130
2016	\$0	\$5,722,850	0	5,722,850	\$0	\$5,722,850
2015	\$0	\$4,578,280	0	4,578,280	\$0	\$4,578,280

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/7/2008	ORD	Ordinance			13679	0536	20080201405
2	11/3/2005	ORD	Ordinance			11754	2196	20050260758

2019 data current as of Jan 9 2019 12:44AM.
2018 and prior year data current as of Jan 4 2019 9:30AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Exhibit 2D



CCHIP Agreement Term Sheet
100 Labor

Project Name and location: The 100 Labor project (formerly known as the Victoria Commons) is located at the corner of Cesar Chavez and Labor Street, San Antonio, TX 78210 within the CRAG, HemisFair and Cesar Chavez Growth Area (Incentive Tier 2), the Inner City TIRZ, and Council District 1.

Project Description: Construction of 215 multi-family rental units. There will be 28 units designated for public housing and 15 of the units will reserved for those with incomes below 50% Area Median Income (AMI). The development will also include 6,073 SF of commercial space for a total project cost of \$45,816,977.

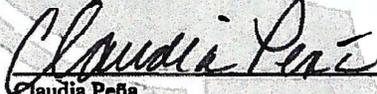
Project Developer and POC: Lorraine Robles, San Antonio Housing Authority.
 (210) 477-6455

<u>Incentive Package</u>	<u>Amount</u>
City Fee Waiver (Increase from \$58,574.00 approved under CCHIP agreement dated February 18, 2015)	\$127,642.00
SAWS Fee Waiver	\$573,794.00
TOTAL INCENTIVES AND PROGRAM FEES	\$701,436.00

Program fees must be paid before execution of the final CCHIP agreement. All funding is subject to availability at the time of disbursement. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation.

Approvals:

 Christopher Lazaro, Redevelopment Officer
 1/16/19 Date


 Claudia Peña, Department Fiscal Administrator
 1/18/19 Date


 John Jacks, Director
 1-24-19 Date

Exhibit 2E

PLAN FEE ESTIMATOR

Commercial/Residential: *

Type of Work: *

Tree Affidavit Option: *

of Acres: *

Valuation: *

Tree Options	Description
A1	Affidavit Option 1 - Site has no protected, significant, heritage, or historic trees
A2	Affidavit Option 2 - Site has protected trees, but this work will in no way cause damage to or the destruction of said trees
P1	Permit Option 1 - Site has Rights Determination (RD aka Vested Rights)/Consent Agreement (CA)
P2	Permit Option 2 - Site has protected, significant, heritage, or historic trees that will be removed
PAID	Preservation fees paid and a previous plan has been approved for this site

Note: Although every attempt is made to ensure the accuracy of these calculations, they should be used as estimates only. For estimates on multiple commercial buildings, please email dsdplansmanagement@sanantonio.gov.

Minimum Fees Due at Time of Submission:

Fee Type	Fee Amount
PLAN REVIEW FEE	\$25,026.90
TREE CANOPY - COMMERCIAL	\$75.00
AFFIDAVIT FEE COMMER TREE PRESERV	\$525.00
TECH SURCHARGE	\$750.81
DEV SVC SURCHARGE	\$750.81
Total:	\$27,128.52

Minimum Fees Due for Permit Issuance:

Fee Type	Fee Amount
PERMIT FEE BUILDING	\$92,044.00
LANDSCAPE FEE	\$2,780.46
TECH SURCHARGE	\$2,844.73
DEV SVC SURCHARGE	\$2,844.73
Total:	\$100,513.92

Total Fees: \$127,642.44



Thursday, January 24, 2019

sanantonio.gov

Report a Problem | Help

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Fee Waiver Program Admin Welcome Karla

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
10/30/2018 3:50:29 PM	<input type="text" value="3/1/2019"/>	<input type="text" value="Pending Additional Info"/> ▼	1/24/2019 4:01:06 PM	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> SAWS <input type="checkbox"/> Council Approved <input type="checkbox"/> Homeowner <input checked="" type="checkbox"/> CCHIP Project <input type="checkbox"/> Other CCDO Proj <input type="checkbox"/> ED Small Buss <input type="checkbox"/> Historic Rehab <input type="checkbox"/> CCHIP 2018 <input type="checkbox"/> Legacy Business

Status/Notes: Ordinance Number(if Applicable):

SAWS Funding not available 10/30/18. Zoning Verif. 10/30/18.The property is zoned IDZ for attached apartments as permitted in the D District with a maximum height of 4 stories. 215 residential units are allowed.11/5/18.Cancelled for non-payment 11-16-18. Project Pending CCHIP amendment 1/24/19.

[Activity History](#)

SAWS

SAWS Waived Amount: SAWS Waiver Admin Fee- Date Paid:

Renewal: 1st(No cost) 2nd 3rd

CITY

City Waived Amount: City Waiver Admin Fee- Date Paid:

Renewal:

Fee Waiver Program Form Information WaiverId 2658

No attachment record was found.

City Status: ACTIVE
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner:

Project Type:

Existing Homeowner:

Other Owner Occupied:

Existing housing units to be rehabilitated/Repaired:

New Housing Units Planned (Total):

Units at 120% AMI(for-sale only):

Units at 80% AMI:

Units at 60% AMI:

Units at 30% AMI:

Other (please specify):

Total Affordable Housing Units:

Studio/Efficiencies:

1 Bedroom:

2 Bedroom:

3 Bedroom:

4+ Bedroom:

Is your property currently a designated historic landmark and/or located within a designated historic district? Yes No

Are you a Small Business Owner?: Yes No

Is your business located in the San Antonio city Limits?: Yes No

Has your business been operating for a minimum of 2 years?: Yes No

Do you consider yourself a small, minority and/or women-owned business?
 If yes, please list your certification type (s):

Please list other certification type(s):

How many jobs do you expect to add after successful completion of this project?:

Is the business seeking fee waivers currently registered as a Legacy Business with the City of San Antonio?: Yes No Not Sure

Is the business seeking fee waivers been in operation for at least 20 years?: Yes No

APPLICANT POINT OF CONTACT

Project Role:

Other Project Role:

Name:

Title:

Company Name:

Applicant Address:

City:

State:

Zip Code:

Phone:

Fax:

Email:

PROJECT INFORMATION/DESCRIPTION

Project Address:

City Council District:

Property/Parcel ID:

Acreage:

Proposed Land Used of Project:

Other Proposed Land Used of Project:

Project Description:

Proposed Level of Investment:

Construction Start Date:

Construction Completion Date:

Current Zoning of Project Site:

Are you requesting a City fee waiver?: Yes No

Estimate of City Fees:

Applied for Other Incentive?:

Yes No

If so, what Dept(s):

SAWS Sewer and Water Impact Fee?: Yes No

SAWS Amount:

Request Submitted By: Web User
Request Submitted Date: 10/30/2018 3:50:29 PM
Last Modified By: 135119
Last Modified Date: 1/24/2019 4:01:13 PM
Request Status: Pending Additional Info
Status Date: 1/24/2019 4:01:06 PM
Ordinance Number:

SAWS Funding not available 10/30/18. Zoning Verif.
10/30/18.The property is zoned IDZ for attached
apartments as permitted in the D District with a
maximum height of 4 stories. 215 residential units are
allowed.11/5/18.Cancelled for non-payment 11-16-18.
Project Pending CCHIP amendment 1/24/19.

Status Reason:

SAWS Waived Amt:
SAWS Waiver Adm Fee Date Paid:
SAWS Renewal:
SAWS Waived Date:
SAWS Who Waived:
City Waived Amt:
City Waiver Admin Fee Date Paid:
City Renewal:
City Who Waived:
City Waived Date:
Council Approved: No
Est. Claim Date: 3/1/2019
City Approved: Yes
SAWS Approved: Yes

City Expiration Date:

SAWS Expiration Date:

Homeowner: No
ED Industry: No
CCHIP Project: Yes
Other CCDO Project: No
ED Small Business: No
Historic Rehab: No
CCHIP Project 2018: No
Legacy Business: No

EXHIBIT 2C



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Lucila Diaz Title: Project Manager
 Company: Franklin Development Properties, Ltd.
 Project Role: Co-Developer
 Address, City, ST, ZIP: 21260 Gathering Oak, Ste. 101, San Antonio, TX 78260
 Phone: 210-408-3152 Fax: 210-694-2225 Email: lucila@franklinmgt.net

Project Information

Project Owner / Developer: San Antonio Housing Authority
 Other Associated Entities and Roles: N/A

Project Name: 100 Labor (formerly Victoria Commons - Chavez Multifamily)
 Project Site Address: Corner of Cesar Chavez and Labor St. 78210
 Start Date of Construction: 6/22/2020 Completion Date: 6/22/2022
 Cost of public improvements: \$
 Estimated total project cost: \$ 51,877,319 (including public improvements)
 Housing units planned: 213 Rentals For Sale
 Housing density (units per acre): 64
 Affordable housing units planned:
 Units to be reserved for households earning ≤ 120% AMI (for-sale only):
 Units to be reserved for households earning ≤ 80% AMI:
 Units to be reserved for households earning ≤ 60% AMI: 44
 Units to be reserved for households earning ≤ 30% AMI:
 Target rental price per square foot: \$ 1.79 / Target sale price per square foot: \$
 Square feet of retail space: 5604 Square feet of commercial office space:
 Estimated number of new jobs to be created, if any: 3

Site Information

City Council District #: 1 Current Zoning: IDZ
 Current Site Uses Vacant Land

*Projects that must be rezoned from "Residential Single-Family" (e.g. R1-R6) are not eligible.
 Bexar County Appraisal District Information (www.bcad.org)

Property ID(s)#: 108022 & 108021 Total Acreage: 3.344

Current Value: Land: \$ 5,826,590 Improvements: \$ _____

Geographic Location

Project must be located within a parcel or parcels classified as Level 1, Level 2, or Level 3.

- Located in Level 1
- Located in Level 2
- Located in Level 3 (Note: Level 3 areas are eligible upon adoption by City Council)
- Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: Inner City (100%)

Project Characteristics/Features

- Historic Rehabilitation
- Adaptive Reuse
- Includes non-residential uses (retail, office)
- Brownfield Redevelopment
- 6+ Stories in Height

Describe how this project will contribute to the City's sustainability goals (e.g. low impact development, renewable energy, tree canopy, waste management, etc.):

The project is preserving many of the existing street and is seeking a Level 1 or 2 certification via the Build San Antonio Green Program.

Additional Information

1. Has the project owner/developer or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of Federal, State, County and/or City laws, codes or ordinances?

- No Yes (please indicate nature/status of the violations on additional page(s))

2. SAWS Impact Fees (if seeking waiver)

Estimate of water and sewer impact fees: \$ 573,794 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (month/year) Fall 2020

3. Other than City incentives, what are the funding sources for the project?

- Equity
- Conventional Bank Financing
- Other: SAHA Funding Sources
- Housing Tax Credits
- HUD Loans

4. Will any residents be displaced either temporarily or permanently as a result of this development? No Yes

EXHIBIT 2D



CCHIP Agreement Term Sheet- 2nd Amendment 100 Labor

Project Name and Location: 100 Labor (formerly known as Victoria Commons) is located at the corner of Cesar Chavez and Labor Street, San Antonio, TX 78210 within the CRAG, HemisFair and Cesar Chavez Growth Area (Incentive Tier 2), the Inner City TIRZ, and Council District 1.

Project Description: Construction of 213 multi-family rental units. There will be 44 units reserved for those with incomes below 50% of the Area Median Income (AMI). The development will also include 5,064 SF of commercial space for a total project cost of \$51,877,319.

Project Developer and POC: Lorraine Robles, San Antonio Housing Authority.
(210) 477-6455

<u>Incentive Package</u>	<u>Amount</u>
City Fee Waiver	\$127,642.00
SAWS Fee Waiver	\$573,794.00
<i>Note: incentive amounts are not affected as a result of this amendment</i>	
TOTAL INCENTIVES AND PROGRAM FEES	\$701,436.00

Program fees must be paid before the execution of the final CCHIP agreement. All funding is subject to availability at the time of disbursement. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation.

Quoted incentives will be reserved for this project for up to 90 calendar days pending the execution of a CCHIP Amendment. If an Amendment has not been executed within 90 days from the receipt of this term sheet, then all quoted incentives will be forfeited and will revert to incentives agreed upon in the previously executed Agreement.

Approvals:

CL 4/8/2020
Christopher Lazaro, Redevelopment Officer Date

V. Vongchampa 4/16/2020
Viengsai Vongchampa, Department Fiscal Administrator Date

JJA 4-28-20
John Jacks, Director Date