

STATE OF TEXAS  
COUNTY OF BEXAR

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LEVEL II CENTER CITY HOUSING  
INCENTIVE POLICY AGREEMENT  
OF THE CITY OF SAN ANTONIO

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, the Midtown Tax Increment Reinvestment Zone #31 (the "TIRZ"), acting by and through its Board of Directors and ACG St. Mary's GP LLC (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

RECITALS

**WHEREAS**, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ, that will consist of the construction of approximately ninety-five (95) housing units to be located at 1500 N. St. Mary's St. and 405 W. Jones, San Antonio, TX 78215 (the "Project Site"), as more specifically described in **Exhibit A**; and

**WHEREAS**, once completed, the Project is anticipated to result in the investment of approximately SEVENTEEN MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND 0 CENTS (\$17,748,983) in land acquisition and real property improvements within the boundaries of the TIRZ; and

**WHEREAS**, DEVELOPER is seeking economic incentives from the CITY and the TIRZ to undertake and complete the Project; and

**WHEREAS**, the CITY and the TIRZ have identified funds to be made available to DEVELOPER in the form of an economic development program grant/loan and certain fee waivers (the "Incentives") for use in undertaking and completing the Project in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code and Section 311.010(b) and Section 311.010 (h) of the Texas Tax Code, the CITY and the TIRZ are authorized to grant and loan funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and within the TIRZ; and

**WHEREAS**, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with the City's Center City Housing Incentive Policy (the "Policy"), **Exhibit B**, as approved by City Ordinance No.2016-06-16-0468, passed and approved on June 16, 2016, and as amended by City Ordinance No. 2018-12-13-0996 to grant and loan certain funds as described herein and to waive certain fees; and

**WHEREAS**, the Board of Directors of the TIRZ, by resolution dated 2018 - 11 - 15 - 0918, has authorized the TIRZ to enter into this Agreement for the limited

purpose of authorizing Tax Increment Funds (“TIF”), which, pursuant to Section 311.004, Texas Tax Code, are certain funds established by the CITY for the TIRZ, to be used as a funding source for the Incentives; **NOW THEREFORE:**

The Parties hereto severally and collectively agree, for the consideration herein set forth, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

### **ARTICLE I. AGREEMENT PURPOSE**

DEVELOPER shall undertake the Project which is anticipated to promote local economic development and to stimulate business and commercial activity in the City of San Antonio and in the TIRZ. The CITY and TIRZ are supporting the Project through this Agreement to provide Incentives to be used to defray costs associated with the Project.

### **ARTICLE II. AGREEMENT PERIOD**

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) December 31<sup>st</sup> of the year following the final year eligible for tax reimbursement; (B) the full-payment of Incentives by CITY and/or TIRZ to DEVELOPER, as limited by this Agreement and subject to funding availability; or (C) termination of this Agreement as otherwise provided herein (the “Term”). In no case shall the Term of this Agreement exceed ten (10) years following the first year DEVELOPER receives a tax reimbursement under the terms of this Agreement.

### **ARTICLE III. PROJECT REQUIREMENTS**

#### **A. The Project.**

1. Investment. DEVELOPER shall invest approximately SEVENTEEN MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND 0 CENTS (\$17,748,983) (the “Minimum Investment”) in the Project located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of approximately ninety-five (95) newly constructed, workforce multifamily and mixed-income housing units, located at the Project Site (the “Project”). The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition, design, 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.**

- a. DEVELOPER shall reserve a minimum of ten percent (10%) of the housing units as affordable housing and an additional ten percent (10%) of the housing units as either affordable or workforce housing, in accordance with the CCHIP Policy. Rental rates for affordable and workforce housing units must not exceed approximately thirty percent of the gross monthly household income.

- b. DEVELOPER shall ensure that all rental housing units have an average residential rent not exceeding two dollars and seventy-five cents (\$2.75) per square foot, in accordance with the CCHIP Policy.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before May 31, 2019 (“Commencement Date”), and shall use commercially reasonable efforts to complete construction no later than November 30, 2020 (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 an affidavit from the general contractor for the Project attesting that construction has commenced. The Completion Date shall be determined by the issuance of a final Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld. Failure to demonstrate progress toward the Commencement Date within 12 months of this Agreement may result in the City terminating this Agreement. No more than one extension of the Commencement Date may be approved by the CITY under this Agreement.

- a. DEVELOPER shall provide written progress reports to City on the Project and Project Site on a quarterly basis from the Commencement Date through the Completion Date (the “Construction Period”). In addition to the quarterly progress reports, should CITY request an interim progress report during the Construction Period, DEVELOPER shall provide such progress report within fifteen (15) business days.

- b. DEVELOPER shall comply with all applicable Federal, State and local laws and regulations, including federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TDSHS) and Texas Commission on Environmental Quality (TCEQ) rules and regulations and all other regulations and laws relating to the environment, Asbestos Containing Materials (ACM), Hazardous Substances or exposure to ACM and Hazardous Substances as applicable and shall develop and operate the Project in accordance with the terms and conditions of this Agreement.

- c. No streets, sidewalks, drainage, public utility infrastructure, or other public improvements (“Public Improvements”) with a lien still attached may be offered to the CITY for dedication. If any lien or claim of lien, whether choate or inchoate (collectively, any “Mechanic’s Lien”) is filed against DEVELOPER regarding the Public Improvements on the Project by reason of any work, labor, services or materials supplied or claimed to have been supplied by, or on behalf of, DEVELOPER, or any of its agents or Contractors, DEVELOPER shall cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure against the Project’s Public Improvements by injunction, payment, deposit, bond, court order or otherwise.

- d. DEVELOPER is responsible for complying with all applicable City Code provisions, including provisions of the Unified Development Code, enforced

pursuant to the CITY's subdivision platting authority, and as amended, including, but not limited to, those provisions related to drainage, utilities, and substandard public street rights-of-ways for development and construction of the Project including the Public Improvements. In addition, DEVELOPER shall exercise commercially reasonable efforts to follow the Urban Neighborhood recommendations of the applicable Master Plan, if any, and shall consider incorporating low impact development strategies for water quality, storm water and drainage where appropriate for the Project. This Agreement in no way obligates City to approve any subsequent permits or requests for the Project as DEVELOPER is still responsible for acquiring all necessary permits and/or approvals as needed for the Project.

e. DEVELOPER must be in good standing with the CITY, not have any unresolved code violations with the CITY, must have remitted any taxes due to the CITY, and be free from any outstanding litigation with the CITY at the time of the Agreement.

f. DEVELOPER shall, for the Term of this Agreement, ensure that no units within the Project participate in Type 2 short term rental (as defined by City ordinance or as amended) to include units being offered on STR platforms such as Airbnb or VRBO.

g. Should DEVELOPER, its individual partners, agents and/or assigns default in any material terms of this Agreement resulting in a termination, then the same shall be denied access to any and all City incentives in future projects.

#### **ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES**

The Incentives offered by the CITY to the DEVELOPER in this Agreement shall be in compliance with the Policy in effect as of the Effective Date of the Agreement, which Policy may be amended from time to time. Should the Incentives provided in this Article exceed the maximum amount authorized in the Policy, then that award shall be automatically amended to provide only the amount authorized by the Policy.

**Economic Development Program Incentives. Subject to the ratification of this agreement by the TIRZ Board of Directors, as evidenced by the passage of a resolution adopting the City's CCHIP Policy, CITY and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, SEVEN HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND 0 CENTS (\$785,373.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.**

No disbursement of Incentives, other than fee waivers, shall be made until receipt by CITY of the following:

- (a) Fully executed Agreement by all Parties; and

- (b) Evidence of the issuance of a building permit from the City of San Antonio for the residential component of the Project on or prior to the Commencement Date; and
- (c) A letter by the general contractor confirming commencement of construction of the project; and
- (d) A letter from a qualified financial institution, Financial Controller, or Certified Public Accountant confirming DEVELOPER has funds available on deposit or under an existing credit facility or construction loan sufficient to complete the Project on or prior to the Commencement Date; and
- (e) Documentation of design approval for the Project by the Historic and Design Review Commission.

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of ten (10) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement.

- (a) The amount of the annual grant (the “Annual Incremental Property Tax Reimbursement”) shall be equal to one hundred percent (100%) of:
  - (i) The actual amount of real property taxes paid to CITY with respect to the Project Site for the immediately preceding Tax Year, *less* the amount of real property taxes paid to CITY with respect to the Project Site for the tax year ending December 31, 2018 (the “Base Year”), which shall be defined as the immediately preceding tax year from the date of execution of this agreement, **Exhibit E.**
    - a. The “Initial Reimbursement Tax Year” shall be defined as the first tax year immediately following the tax year in which actual project completion occurs, for which reimbursement under this section can be sought.
- (b) Payment of the Annual Incremental Property Tax Reimbursement to DEVELOPER shall occur in accordance with the following conditions (collectively, the “Payment Conditions”):
  - (i) For each tax year during the Term of this Agreement, CITY and TIRZ shall pay the Annual Incremental Property Tax Reimbursement to DEVELOPER provided the CITY has deposited funds into the TIF for that particular tax year, pursuant to Section 311.013 of the Texas Tax Code. DEVELOPER further understands that the level of participation in the TIRZ by participating governmental entities may be less than 100%.

- (ii) For any particular tax year during the Term of this Agreement, if no tax increment is realized within the TIRZ, then the TIRZ shall defer payment of the Annual Incremental Property Tax Reimbursement that is due to DEVELOPER under this Article, during that tax year.
- (iii) For any particular tax year during the Term of this Agreement, if insufficient tax increment is realized within the TIRZ to permit the full payment of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article, the TIRZ shall pay as much of the Annual Incremental Property Tax Reimbursement to DEVELOPER, as possible, and the TIRZ shall defer payment of any unpaid balance of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article during that tax year.
- (iv) It is expressly agreed that all deferred Annual Incremental Property Tax Reimbursements (the “Deferred Amounts Due”) shall accrue without interest and shall be payable at the earliest reasonable opportunity to DEVELOPER by the TIRZ upon the availability of tax increment in the Tax Increment Fund during the Term of this Agreement.
- (v) DEVELOPER acknowledges that unless the TIRZ is extended, payments will cease upon termination of the TIRZ and reconciliation of all accounts. Should the TIRZ terminate, CITY may consider at the request of Developer, to: 1) extend the term of the TIRZ; or 2) undertake payment of the Annual Incremental Property Tax Reimbursement. The decision to either extend the TIRZ term or undertake payments of the Annual Incremental Property Tax Reimbursement is at the sole discretion of the CITY. However, should the CITY undertake the Annual Incremental Property Tax Reimbursement, then such payment shall be reduced annually to sixty-two point six percent (62.6%) of the annual incremental property tax paid by DEVELOPER. City shall determine the number of years it shall make the Annual Incremental Property Tax Reimbursement payment, but in no case shall that term exceed the Term of this Agreement.
- (vi) The DEVELOPER understands and agrees that any expenditure made by the DEVELOPER in anticipation of reimbursement from tax increments shall not be, nor shall be construed to be, financial obligations of the CITY or the TIRZ. The DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in CITY policy, and/or unanticipated effects covered under legal doctrine of force majeure.

- (vii) Any and all amounts payable by the TIRZ under this Agreement are payable solely from the TIRZ Tax Increment Fund, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the TIRZ and/or the CITY.
- (viii) Any fees associated with the administration of the TIRZ shall take priority of payment over DEVELOPER's reimbursement.
- (c) Obligation to Pay Taxes. It is understood that DEVELOPER shall continue to pay all taxes owed on the Project Site as required by law. Taxes owed shall be determined by the Bexar County Appraisal District. Prior to the CITY disbursing TIRZ funds under this Agreement, DEVELOPER must provide to CITY evidence indicating that all taxes owed by DEVELOPER on the Project Site have been paid in full for the tax year for which payment of the Annual Incremental Property Tax Reimbursement is sought, subject to DEVELOPER's right to protest taxes as permitted by law. If, during the Term of this Agreement, DEVELOPER allows its ad valorem taxes due on the Project Site to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or contest of the taxing value, then the CITY and TIRZ's remedies under this Agreement shall apply.
- (d) Transfer of Ownership. If DEVELOPER makes each housing unit available for sale to individual buyers, all references to DEVELOPER's responsibility for the tax payments will be transferred to the individual unit owners as each unit is sold. The payment of incentives to DEVELOPER by CITY under the Annual Incremental Property Tax Reimbursement is limited by the actual amount of ad valorem taxes paid to CITY by the individual unit owners and contingent upon DEVELOPER providing evidence of ad valorem taxes paid.
- (e) Payment to City for Affordable Housing. DEVELOPER agrees to pay to City an annual amount equivalent to twenty-five percent (25%) of its Annual Incremental Property Tax Reimbursement. Such payment shall be made no later than thirty (30) days following DEVELOPER's receipt of the CITY's reimbursement. Such funds shall be utilized by CITY to encourage the development of affordable housing in the city.

B. RESERVED.

C. Fee Waivers. CITY is providing DEVELOPER with City fee waivers in the approximate amount of TWENTY-SEVEN THOUSAND FOUR HUNDRED THIRTY DOLLARS AND NINETY-SIX CENTS (\$27,430.96) and SAWS impact fee waivers in an amount not to exceed TWO HUNDRED NINETY-FIVE NINE HUNDRED EIGHTY EIGHT DOLLARS AND 0 CENTS (\$295,988.00). 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 F**.

## ARTICLE V. CITY AND TIRZ OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY and TIRZ will pay DEVELOPER in accordance with Article IV above.

B. Neither CITY nor TIRZ will be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

C. The CITY agrees to act as the fiscal agent on behalf of the TIRZ by making disbursements from the TIF for the Project pursuant to this Agreement. Additionally, the CITY shall monitor DEVELOPER's compliance with the terms and conditions of this Agreement and provide updated information to the TIRZ regarding the progress of the Project.

#### **ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS**

A. DEVELOPER shall maintain the fiscal records and supporting documentation for expenditures of Incentives associated with this Agreement. DEVELOPER shall retain such records and any supporting documentation for the greater of: (1) five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

B. DEVELOPER shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY or TIRZ any information that by law DEVELOPER is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY and/or TIRZ to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

#### **ARTICLE VII. MONITORING**

The CITY reserves the right to confirm DEVELOPER's compliance with the terms and conditions of this Agreement. The CITY will provide DEVELOPER with a written report of the monitor's findings. If the monitoring report notes deficiencies in DEVELOPER's performances under the terms of this Agreement, the monitoring report shall include a listing of requirements for the correction of such deficiencies by DEVELOPER and a reasonable amount of time in which to attain compliance. Failure by DEVELOPER to take action specified in the monitoring

report within a reasonable amount of time may be cause for suspension or termination of this Agreement, in accordance with Articles VIII and IX herein.

### **ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION**

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event DEVELOPER fails to comply with the terms of this Agreement such non-compliance shall be deemed a default. CITY shall provide DEVELOPER with written notification as to the nature of the default (the “Notice of Default”) and grant DEVELOPER a sixty (60) day period from the date of CITY’s written notification to cure such default (the “Cure Period”). Should DEVELOPER fail to cure the default within the Cure Period, CITY may, upon written notification (the “Notice of Suspension”), suspend this Agreement in whole or in part and withhold further payments to DEVELOPER. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond DEVELOPER’s reasonable control, which cannot with due diligence be cured within the Cure Period, CITY may, in its sole discretion, extend the Cure Period provided that DEVELOPER shall: (1) immediately upon receipt of Notice of Default advise CITY of DEVELOPER's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Article VIII may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by CITY of the term(s) in question.

D. CITY shall not be liable to DEVELOPER or to DEVELOPER's creditors for costs incurred during any term of suspension of this Agreement.

### **ARTICLE IX. TERMINATION**

A. Should DEVELOPER fail to timely meet the Commencement Date for the Project in accordance with Article III.A.2 above, at CITY’s sole discretion, and with 30 days notice to DEVELOPER, CITY may terminate the Agreement, in which instance any and all Incentives offered to DEVELOPER by CITY and TIRZ shall extinguish.

B. CITY and/or TIRZ shall have the right to terminate this Agreement for cause should DEVELOPER fail to perform under the terms and conditions herein, or should DEVELOPER fail to cure a default after receiving written notice of such default with sixty (60) days opportunity to cure. CITY and TIRZ may, upon issuance to DEVELOPER of written notice of termination (the “Notice of Termination”), terminate this Agreement for cause and withhold further payments to DEVELOPER. A Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination.

C. Should CITY and/or TIRZ terminate this Agreement for cause, then CITY shall have the right to recapture any and all disbursed funds made under, as applicable, the Economic

Development Program Annual Incremental Property Tax Reimbursement, and/or any and all disbursed Incentive Loan Funds. CITY shall be entitled to the repayment of the recaptured funds within sixty (60) calendar days from the date of the Notice of Termination.

D. In addition to the above, this Agreement may be terminated by written agreement of the Parties as follows:

1. By the CITY (with the consent of DEVELOPER) in which case the two parties shall agree upon the termination conditions, including the repayment of funds and the effective date of termination; or
2. By the DEVELOPER upon written notification to CITY, setting forth the reasons of such termination, a proposed pay-back plan of all funds disbursed, and the proposed effective date of such termination.

Notwithstanding the foregoing, DEVELOPER shall not be relieved of its obligation to repay any and all disbursed funds made under this Agreement, nor shall DEVELOPER be relieved of any liability to CITY for actual damages due to CITY by virtue of any material breach by DEVELOPER of any terms of this Agreement.

E. Other Remedies Available. The City shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and repayment of funds, if DEVELOPER defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above.

#### ARTICLE X. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; (c) scanned and emailed with an original to be sent via First Class United States Mail or (d) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

If intended for CITY, to:

City of San Antonio  
Attn: Director  
Center City Development & Operations Department  
P.O. Box 839966

San Antonio, TX 78283-3966

If intended for TIRZ, to:

Neighborhood & Housing Services Department  
City of San Antonio  
Attn: Tax Increment Finance Unit  
1400 S Flores St  
San Antonio, TX 78204

If intended for DEVELOPER, to:

ACG St. Mary's GP LLC  
Attn: Jennifer Gonzalez  
Executive Director  
4100 E. Piedras Dr., Ste. 200  
San Antonio, 78228

## ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. Termination of TIRZ. The Parties agree that, in the event that the CITY, acting in accordance with State law, terminates the TIRZ or adopts an ordinance that causes the termination date of the TIRZ to occur on a date earlier than provided in the ordinance that initially established the TIRZ or by subsequent CITY ordinance, the DEVELOPER may petition the CITY to amend this Agreement, in its sole discretion, to provide for the payment of the Annual Property Tax Increment Reimbursement in accordance with the material terms and conditions of this Agreement. However, should the Project become located in another TIRZ, DEVELOPER may alternatively petition for assignment to said TIRZ in accordance with Article XXI.B.

B. Employment. DEVELOPER, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project during the Term of this Agreement. If DEVELOPER is convicted of a violation under 8 U.S.C. Section 1324a (f), then DEVELOPER shall repay the CITY or TIRZ the Incentives paid under this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date DEVELOPER is notified by the CITY of such violation. The CITY, in its sole discretion, may extend the period for repayment herein. Additionally, DEVELOPER shall pay interest on the amounts due to CITY or TIRZ at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

## ARTICLE XII. CONFLICT OF INTEREST

A. DEVELOPER shall ensure that no employee, officer, or individual agent of CITY shall participate in the selection, award or administration of a subcontract supported by funds provided

hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such subcontractor on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. DEVELOPER shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

B. City may terminate this Agreement immediately if the DEVELOPER has offered, conferred, or agreed to confer any benefit on a City of San Antonio employee or official that the City of San Antonio employee or official is prohibited by law from accepting. Benefit means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may obtain reimbursement for any expenditure made to the DEVELOPER resulting from the improper offer, agreement to confer, or conferring of a benefit to a City of San Antonio employee or official.

### **ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

A. As a condition of entering into this Agreement, DEVELOPER represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, DEVELOPER shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with funds made available under this Agreement, nor shall DEVELOPER retaliate against any person for reporting instances of such discrimination. DEVELOPER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. DEVELOPER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of DEVELOPER from participating in City contracts, or other sanctions as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. None of the performances rendered by DEVELOPER under this Agreement shall involve, and no portion of the Incentives received by DEVELOPER under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

C. DEVELOPER shall, to the best of its knowledge and belief, include the substance of this

Article in all agreements entered into by DEVELOPER associated with the funds made available through this Agreement.

#### **ARTICLE XIV. LEGAL AUTHORITY**

A. Each Party assures and guarantees to the other that they possesses the legal authority to enter into this Agreement, to receive/deliver the Incentives authorized by this Agreement, and to perform their obligations hereunder.

B. The person or persons signing and executing this Agreement on behalf of each Party or representing themselves as signing and executing this Agreement on behalf of a Party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that Party and to validly and legally bind that Party to all terms, performances and provisions herein set forth.

C. CITY will have the right to suspend or terminate this Agreement in accordance with Articles VIII or IX if there is a dispute as to the legal authority of either DEVELOPER or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. DEVELOPER is liable to CITY for all Incentives it has received from CITY under this Agreement if CITY suspends or terminates this Agreement for reasons enumerated in this Article.

#### **ARTICLE XV. LITIGATION AND CLAIMS**

A. DEVELOPER shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against DEVELOPER arising out the performance of any activities hereunder. Except as otherwise directed by CITY, DEVELOPER shall furnish immediately to CITY copies of all pertinent papers received by DEVELOPER with respect to such action or claim. DEVELOPER shall notify the CITY immediately of any legal action, known to DEVELOPER, filed against the DEVELOPER or any subcontractor thereto, or of any known proceeding filed under the federal bankruptcy code to which DEVELOPER or any subcontractor is a party. DEVELOPER shall submit a copy of such notice to CITY within 30 calendar days after receipt. No Incentives provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations. The above notwithstanding, DEVELOPER is not required to notify CITY of claims or litigation which arise out of DEVELOPER's operations on the Project, including, without limitation, landlord tenant disputes, personal injury actions (e.g., slip and falls), and other operational activities or relationships.

B. DEVELOPER acknowledges that CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 *et seq.*, and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

## **ARTICLE XVI. ATTORNEY'S FEES**

A. In the event DEVELOPER should default under any of the provisions of this Agreement and the CITY should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of DEVELOPER herein contained, DEVELOPER agrees to pay to the CITY reasonable fees of such attorneys and such other expenses so incurred by the CITY.

B. In the event CITY or TIRZ should default under any of the provisions of this Agreement and the DEVELOPER should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of CITY or TIRZ herein contained, CITY and TIRZ agree to pay to the DEVELOPER reasonable fees of such attorneys and such other expenses so incurred by the DEVELOPER.

## **ARTICLE XVII. CHANGES AND AMENDMENTS**

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which change or increase any of the Incentives to be provided DEVELOPER by CITY and/or TIRZ must be approved by CITY ordinance, with TIRZ Board approval, and in accordance with an official amendment of the TIRZ Project Plan and Financing Plan by the governing body of the TIRZ and CITY.

B. It is understood and agreed by the Parties hereto that performance under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as set forth in Texas Local Government Code Chapter 380, and the terms and conditions of this Agreement.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

D. DEVELOPER may be subject to administrative costs associated with requests to amend, assign or attest to the terms and conditions of this Agreement. The costs may be determined by City.

## **ARTICLE XVIII. SUBCONTRACTING**

A. DEVELOPER shall use reasonable business efforts to ensure that the performance rendered under subcontracts entered into by DEVELOPER complies with all terms and provisions of this Agreement as if such performance were rendered by DEVELOPER.

B. DEVELOPER, in subcontracting any of the performances hereunder, expressly

understands that in entering into such subcontracts, neither CITY nor TIRZ is liable to DEVELOPER's subcontractor(s).

C. DEVELOPER assures and shall obtain assurances from all of its contractors where applicable, that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

#### **ARTICLE XIX. DEBARMENT**

By signing this Agreement, DEVELOPER certifies that it will not award any Incentives provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by the CITY.

#### **ARTICLE XX. RIGHTS UPON DEFAULT**

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between DEVELOPER and the CITY or TIRZ or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

#### **ARTICLE XXI. ASSIGNMENT**

A. This Agreement is not assignable by any Party without the written consent of the non-assigning Parties. Notwithstanding the foregoing, DEVELOPER may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of DEVELOPER. In such cases, DEVELOPER shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of CITY and TIRZ, if consent is required under this Article and whose consent will not be unreasonable withheld, shall release CITY and TIRZ from performing any of the terms, covenants and conditions herein. Any assignment of this Agreement in violation of this Article shall enable CITY to terminate this Agreement and exercise its rights under Article IX of this Agreement.

B. The CITY and DEVELOPER also authorize the TIRZ to assign to any other Tax Increment Reinvestment Zone ("Zone") should this Project be included in the boundaries of said Zone and the Board of said Zone agrees to the assignment of all the duties, rights and obligations of the TIRZ as evidenced by a Board resolution. City staff and/or TIRZ shall be responsible for providing DEVELOPER written notice no less than 30 days prior to the proposed assignment.

C. Any restrictions in this Agreement on the transfer or assignment of the DEVELOPER's

interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the CITY or TIRZ be obligated in any way to said financial institution or other provider of capital. The City, acting as fiscal agent for the TIRZ, shall only issue checks or any other forms of payment made payable to the DEVELOPER.

D. DEVELOPER may be subject to administrative costs associated with requests to amend, assign or attest to the terms and conditions of this Agreement. The costs may be determined by City.

#### **ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS**

All oral and written agreements among the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

#### **ARTICLE XXIII. AUTHORIZED RELIEF FROM PERFORMANCE (*Force Majeure*)**

The CITY may grant temporary relief from any deadline for performance of any term of this Agreement if the DEVELOPER is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the DEVELOPER. The burden of proof for the need for such relief shall rest upon the DEVELOPER. To obtain relief based upon *force majeure*, the DEVELOPER must file a written request with the CITY. CITY will not unreasonably withhold its consent.

#### **ARTICLE XXIV. INCORPORATION OF EXHIBITS**

Each of the Exhibits listed below is incorporated herein by reference for all purposes as an essential part of the Agreement, which governs the rights and duties of the Parties.

Exhibit A	Legal Description of Property
Exhibit B	Center City Housing Incentive Policy
Exhibit C	Developer's CCHIP Application
Exhibit D	CCHIP Agreement Term Sheet
Exhibit E	Evidence of Base Year Ad Valorem Property Taxes
Exhibit F	Fee Waiver Transmittal (if applicable)

***Signatures appear on next page.***

WITNESS OUR HANDS, EFFECTIVE as of March 29, 2019  
(the "Effective Date"):

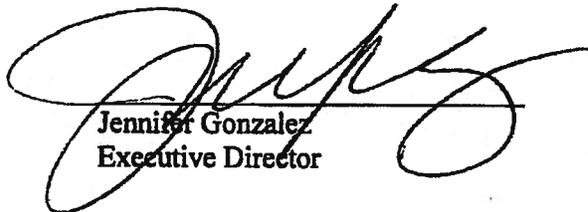
Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2018-12-13-0996, dated December 13, 2019, and by DEVELOPER pursuant to the authority of its Managing Partner.

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation



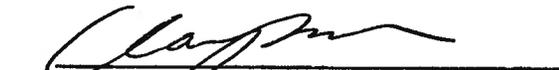
\_\_\_\_\_  
Lori Houston  
Assistant City Manager

**ACG St. Mary's GP LLC:**



\_\_\_\_\_  
Jennifer Gonzalez  
Executive Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

**TAX INCREMENT REINVESTMENT ZONE #31:**

  
\_\_\_\_\_  
Lou Fox  
BOARD CHAIRPERSON

ORDINANCE 2018-11-15-0918

**AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH ACG ST. MARY'S GP, LLC IN AN AMOUNT NOT TO EXCEED \$2,875,000.00 FOR THE DEVELOPMENT OF THE MUSEUM REACH LOFTS PROJECT, LOCATED AT 1500 N. ST. MARY'S AND 405 W. JONES IN COUNCIL DISTRICT 1 AND WITHIN THE MIDTOWN TAX INCREMENT REINVESTMENT ZONE; AND AUTHORIZING A CHAPTER 380 ECONOMIC DEVELOPMENT LOAN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$564,000.00 IN ACCORDANCE WITH THE CITY'S INNER CITY INCENTIVE FUND (ICIF).**

\* \* \* \* \*

**WHEREAS**, in accordance with the Tax Increment Financing Act, Texas Tax Code Chapter 311, City Council through Ordinance No. 2008-12-11-1134 designated the Midtown Tax Increment Reinvestment Zone ("Midtown TIRZ") located in City Council District 1 to promote the development or re-development that would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, on February 16, 2018, ACG St. Mary's GP, LLC submitted: (1) a request for TIRZ funding in order to facilitate public improvements associated with the Museum Reach Lofts project ("Project"), to be located at 1500 N. St. Mary's St. and 405 W. Jones, San Antonio, Texas in City Council District 1 and within the Midtown TIRZ, and (2) a request for a Chapter 380 economic development loan from the City Center Development Operations (CCDO) department; and

**WHEREAS**, the Museum Reach Loft project comprises the construction of an apartment building with approximately 94 housing units, 8 which will be market-rate units and 86 which will be affordable units, and the Developer has agreed to maintain the affordability component of the Project for 35 years; and

**WHEREAS**, on June 15, 2018, the Midtown TIRZ Board approved a Resolution authorizing Staff to negotiate an appropriate agreement in an amount not to exceed TWO MILLION EIGHT HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,875,000.00) in TIRZ funding with ACG St. Mary's GP, LLC for the Museum Reach Lofts project, which shall consist of the reimbursement for land acquisition costs associated with the Project; and

**WHEREAS**, the total development cost of the project is approximately SEVENTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$17,500,000.00) and the Developer has been awarded Competitive 9% Housing Tax Credits through the Texas Department of Housing and Community Affairs; and

**WHEREAS**, on October 31, 2018, the Midtown TIRZ Board approved a Resolution authorizing the execution of the Development Agreement with ACG St. Mary's GP, LLC to provide reimbursement in an amount not to exceed TWO MILLION EIGHT HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,875,000.00) for eligible expenses associated with the Museum Reach Project, which shall consist of reimbursement for land acquisition costs, and approval of City Council is now required; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** City Council hereby authorizes the execution of a Development Agreement between the City of San Antonio, the Midtown TIRZ Board of Directors and with ACG St. Mary's GP, LLC. A copy of this Development Agreement is presented in substantial final form in **Attachment A**. A copy of the fully executed agreement will be substituted for **Attachment A** upon receipt of all signatures. City staff is authorized to amend the Midtown TIRZ Project and Finance Plans as necessary to include this Project.

**SECTION 2.** City Council hereby authorizes the execution of a Chapter 380 economic development loan from the City's Inner City Investment Fund to ACG St. Mary's GP, LLC. A copy of this Loan Agreement is presented in substantial final form in **Attachment B**. A copy of the fully executed agreement will be substituted for **Attachment B** upon receipt of all signatures.

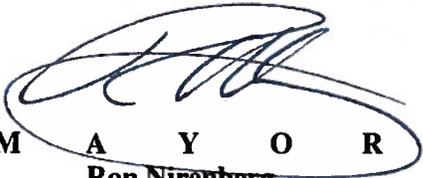
**SECTION 3.** A development agreement not to exceed \$2,875,000.00 is authorized with ACG St. Mary's GP, LLC ("Developer") and will be funded through SAP Fund 29086024, Midtown TIRZ #31.

**SECTION 4.** A loan agreement not to exceed \$564,000.00 is authorized with ACG St. Mary's GP, LLC ("Developer") and will be funded through the Inner City Incentive Fund, SAP Fund 29104000.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This Ordinance becomes effective immediately upon its passage by eight affirmative votes; otherwise it shall become effective on the tenth day after passage thereof.

**PASSED and APPROVED** this 15<sup>th</sup> day of November, 2018.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
Laticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
Andrew Segovia, City Attorney

# CITY COUNCIL MEETING

ITEM #21

DATE: November 15, 2018

TO APPROVE

NAME	ROLL CALL	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Roberto C. Treviño DISTRICT 1			✓		✓		
William "Cruz" Shaw DISTRICT 2					✓		
Rebecca J. Viagran DISTRICT 3					✓		
Rey Saldaña DISTRICT 4		✓			✓		
Shirley Gonzales DISTRICT 5							X
Greg Brockhouse DISTRICT 6					✓		
Ana E. Sandoval DISTRICT 7							X
Manny Peláez DISTRICT 8					✓		
John Courage DISTRICT 9					✓		
Clayton H. Perry DISTRICT 10					✓		
Ron Nirenberg MAYOR					✓		

COMMENTS:

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**AN ORDINANCE 2016-06-16-0468**

**AMENDING THE CENTER CITY HOUSING INCENTIVE POLICY  
(CCHIP) AND EXTENDING THE PROGRAM THROUGH JUNE 30, 2018.**

\* \* \* \* \*

**WHEREAS**, in June 2012, City Council adopted the Center City Housing Incentive Policy (CCHIP), an as-of-right housing incentive program designed to encourage the development of multifamily housing in the center city, particularly in targeted growth areas identified in the Downtown Strategic Framework Plan; and

**WHEREAS**, in accordance with the CCHIP, eligible projects can receive city fee waivers, SAWS impact fee waivers, real property tax reimbursement grants, low-interest loans, and mixed-use development forgivable loans based on a set criteria described in the CCHIP Program Guidelines; and

**WHEREAS**, the CCHIP is designed to encourage historic rehabilitation, adaptive reuse, brownfield redevelopment, transit oriented development, and mixed use/mixed income redevelopment in the center city and has achieved great success with over 40 housing projects approved through the CCHIP Program that have resulted in the creation of over 4,200 housing units and the private investment of approximately \$700 million; and

**WHEREAS**, in accordance with its adoption in 2012, the CCHIP Program was to be reevaluated four (4) years following its passage; and

**WHEREAS**, City staff is recommending a two year extension of the CCHIP Program through June 2018 and additional amendments to reduce the CCHIP Program boundaries, increase incentives in the downtown core, and improve administrative operations; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council hereby approves amendments to the CCHIP policy as provided in **Exhibit A** and approves an extension of the CCHIP Program through June 30, 2018.

**SECTION 2.** This Ordinance shall become effective on August 1, 2016.

**PASSED AND APPROVED** this 16<sup>th</sup> day of June, 2016.

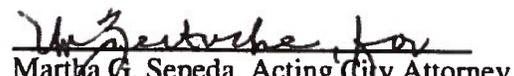


**M A Y O R**  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

**City of San Antonio  
Center City Housing Incentive Policy  
(Amended June 16, 2016)**

**Section 1. Background**

In spring 2011, Centro Partnership San Antonio initiated the creation of a Downtown Strategic Framework Plan. In an effort to ensure the execution of the Framework Plan, the Center City Development Office created the Center City Implementation Plan.

The Center City Implementation Plan provided recommendations on how to best implement the Downtown Strategic Framework Plan through increased public investment, creation of a housing finance strategy, coordinated management, and regulation of development. The Implementation Plan recommended that the City establish a predictable housing incentive system for housing in the Center City. Such a system would assist in normalizing land values, provide greater certainty, increase the speed of approvals, and reduce the risk associated with infill development. Therefore, the Center City Development Office developed the Center City Housing Incentive Policy (CCHIP).

The CCHIP incorporates the goals and objectives of the Implementation Plan and provides greater incentives to housing projects within targeted growth areas identified in the Downtown Strategic Framework Plan and prioritizes the Downtown Core. The Policy encourages historic rehabilitation, adaptive reuse, brownfield redevelopment, and transit-oriented development. Finally, the policy rewards good urban design and encourages Mixed-Use and mixed income development and redevelopment.

**Section 2. Eligibility**

The CCHIP applies to high density rental and for-sale housing projects (Projects) within the Greater Downtown Area (GDA). Eligible Projects may receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, Development Loans, and Mixed-Use Development Forgivable Loans based on the terms outlined in the CCHIP.

Projects with an approved building permit at time of agreement execution are not eligible for CCHIP incentives. All projects must receive approval from the Historic Design Review Commission prior to project commencement.

If a Project is a market rate rental project, it is required to maintain 10% of its housing units at the Project's first year rental rate per square foot, adjusted for inflation in accordance with the Consumer Price Index (CPI) for the 0300 South Urban area for the term of the Agreement.

Properties requiring rezoning from "Residential Single-Family" or "Residential Mixed District," per the Unified Development Code, are not eligible.

**Section 3. Definitions**

Adaptive Reuse – The reuse of a building or structure, usually for a purpose different from the original. The term implies that certain structural or design changes have been made to the building in order for it to function in its new use.

**Brownfield Redevelopment** – Abandoned or underutilized properties where expansion, renovation or redevelopment is complicated by real or perceived environmental contamination. Environmental site assessments for the property should suggest potential for environmental contamination.

**Community Use** – A Project that includes one or more of the following community-serving amenities: a plaza or open space that is accessible to the public and designed and maintained to the City's urban design standards; ground-floor retail space for neighborhood-supporting retail; office or other commercial space; or educational, health, recreational, or other essential neighborhood services.

**High-rise Residential Development** – A Project that is at least 75 feet in height.

**Historic Rehabilitation** – The process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property that are significant to its historic, architectural and cultural values.

**Inner City Reinvestment/Infill Policy (ICRIP)** – A Policy of the City of San Antonio to promote growth and development in the heart of the City, specifically in areas that are currently served by public infrastructure and transit, but underserved by residential and commercial real estate markets. It is the intent of this policy to coordinate public initiatives within targeted areas in order to stimulate private investment in a walkable urban community that are the building blocks of a sustainable region. The ICRIP identifies a range of public incentives, including regulatory, procedural, and financing incentives.

**Low Impact Development (LID)** – A sustainable design approach to managing stormwater runoff as close as possible to the source as defined by San Antonio's Unified Development Code. LID features emphasize the use of on-site natural drainage features, maintain or enhance the site's hydrologic characteristics after development, reduce overall imperviousness, and treat stormwater for quality. Examples may include bioretention facilities, rain gardens, vegetated rooftops, rain barrels and permeable pavements.

**Market-Rate Housing** – A Project in which more than 85% of the units are priced for rental or sale subject to market conditions, without temporary or permanent pricing restrictions.

**Mixed Income Housing** – A Project in which at least 15% of the housing units are priced for rental or sale to households or persons at or below 80% of the Area Median Income.

**Project** – A rental or for sale housing development that creates multiple housing units at a density of at least:

- 8 housing units per acre for adaptive reuse or historic rehabilitation projects
- 16 housing units per acre for all other projects

**Structured Parking** – Multilevel parking facilities that are constructed as part of a Project. Does not apply to surface parking.

**Student Housing** – A Project in which the majority of the housing units are occupied by full-time students registered at an accredited post secondary educational institution. Student enrollment

and tuition payment must be verified for units to qualify as student housing.

Transit-Oriented Development – A Project designed to maximize access to public transport that encourages transit ridership.

#### **Section 4. Geographic Area**

The level of incentives provided by the CCHIP is based on the Project's location within the Greater Downtown Area (GDA). The level of incentives will increase if the Project is within the Central Business District (CBD) as defined by the San Antonio Code of Ordinances: Chapter 19, Article I, Section 19-1. See attached map in Exhibit A for program areas.

#### **Section 5. Fee Waivers**

A Project within the GDA will receive City Fee Waivers as permitted by the Inner City Reinvestment Infill Policy.

A Project within the CBD is also eligible to receive a SAWS Impact Fee Waiver equal to 100% of the Project's SAWS water and impact fees. SAWS fee waivers for a Project within the GDA outside of the CBD may not exceed \$500,000. All Fee Waivers are subject to funding availability.

#### **Section 6. Real Property Tax Reimbursement Grant**

Eligible projects will receive a Real Property Tax Reimbursement Grant (Grant) disbursed over 15 years for projects in the CBD or 10 years for projects within the GDA but outside of the CBD. The City's real property tax increment generated as a result of the Project is the funding source of the Grant. If a Project is within a Tax Increment Reinvestment Zone it will receive a rebate up to 100% of the previous year's real property tax increment remitted to the City over a period of time that is determined based on the Projects geographic location or type. The rebate is based on the City's participation level in the Tax Increment Reinvestment Zone where the Project is located. If a Project is not within a Tax Increment Reinvestment Zone it will receive a rebate of the previous year's real property tax increment remitted to the City equal to the Operations & Maintenance portion of the City's tax revenue (approximately 62.6%). Rebate payments through the Real Property Tax Reimbursement Grant may be requested after Project completion on an annual basis, and payments will be disbursed annually as funds become available.

Additionally, if the Project qualifies for a Historic Tax Exemption or Historic Tax Credit per the Office of Historic Preservation, the Tax Rebate Grant and the Tax Credit or Exemption will be used together when possible in order to maximize the incentive.

#### **Section 7. Development Loan**

A Project qualifies for a Development Loan if the Project meets at least one of the following Project Categories:

1. Mixed Income
2. Community Use
3. Adaptive Reuse
4. Brownfield Redevelopment

5. Historic Rehabilitation
6. High-rise Residential Development
7. Student Housing
8. Transit Oriented Development within ¼ mile of Centro Plaza or the Robert Thompson Transit Center

If the Project meets the Mixed Income or Student Housing Category, it must remain Mixed Income or Student Housing for the term of the Real Property Tax Reimbursement Grant. The Development Loan amount is calculated per housing unit and varies based on Project location.

CBD – A Project in the CBD will receive \$3,000 per housing unit for each of the Categories it meets, up to two (2) Categories.

GDA – A Project in the GDA but outside of the CBD will receive \$1,500 per housing unit for each of the Categories it meets, up to two (2) Categories.

Additionally, a Project qualifies for a Development Loan bonus equal to \$1,000 per housing unit if it includes structured parking that supports the housing units and \$500 per housing unit for Low Impact Development projects. The Development Loan is a fixed 2% rate with interest compounding annually through the repayment in year seven (7). For Projects within the CBD, 15% of the total Development Loan is forgivable on an annual basis through year six (6) and 10% in the seventh year.

### **Section 8. Mixed-Use Forgivable Loan**

A Project that develops commercial office or retail space within the Project is eligible to receive an interest-free Mixed-Use Forgivable Loan (Mixed-Use Loan) for retail and commercial tenant finish-out improvements. Mixed-Use Loan amounts vary depending on the target area in which the project falls.

CBD – A Project in the CBD may receive a loan in an amount equal to \$25 per square foot of total first floor retail and \$20 per square foot of total commercial office space.

GDA – A Project in the GDA outside of the CBD may receive a loan in an amount equal to \$20 per square foot of total first floor retail and \$10 per square foot of total commercial office space.

20% of the entire Mixed-Use Loan amount will be forgiven annually over a 5-year period provided the space is leased for at least 80% each year and that the Mixed-Use Loan funds are a direct pass-through to the initial tenant of the space to be used exclusively for tenant finish-out improvements. Mixed-Use Loans are contingent upon available funding.

### **Section 9. Other Loan Details**

A Development Loan for a Project within the GDA but outside of the CBD may not exceed \$500,000. Any Development Loan incentives not requested within 90 days of the project completion date will be forfeited. All loans must be repaid upon sale or transfer of the Project to any unaffiliated entity other than the original signatory of the agreement. Development Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds through the annual budget process.

## **Section 10. Exceptions**

Any exceptions to the CCHIP require City Council approval.

## **Section 11. Review and Term**

The City will initiate a housing study for the CCHIP area every two years to inventory the total number of housing units, monitor the rental rates and sales values, and identify any necessary adjustments to the policy. Unless the City Council extends and or amends the terms of the CCHIP, it will expire on June 30, 2018.

## **Section 12. Recapture Provisions**

CCHIP Agreements will include a provision for the recapture of the incentives (e.g. grants and loans) in the event Agreement terms and requirements are not met. These recapture provisions will survive any subsequent assignment of the Agreement.

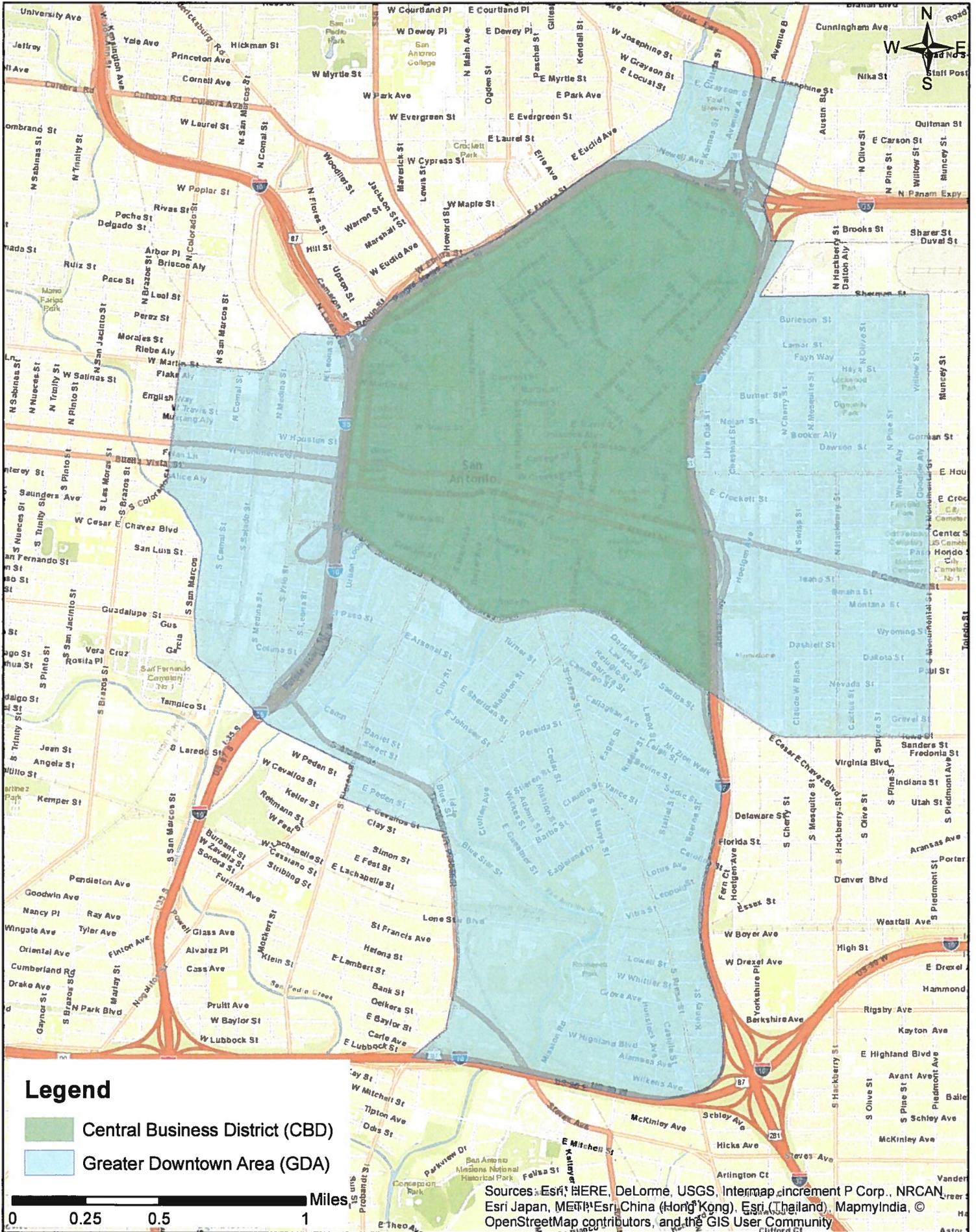
## **Section 13. Administration**

The Center City Development & Operations (CCDO) Department will administer the CCHIP and any associated program fees. The CCDO Director is authorized to make non-substantive program changes as necessary for administrative purposes.

## **Section 14. Legal Documents**

The legal documents used to officiate this policy include the CCHIP Application and the CCHIP Incentive Agreement as described in Exhibits B and C, which may be amended as necessary. The City Attorney's Office, in conjunction with the City Manager or her designee, may negotiate additional terms of the agreement as long as those terms do not change the total incentive amount. The City Manager or her designee will be the signatory of the agreement.

# Amended CCHIP Program Area



**EXHIBIT A**  
**Legal Description of Property**



**SURVEYOR'S NOTES:**

1. BASE OF RECORD IS THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4284).
2. THE SURVEYOR HAS RELIED UPON THAT COMMITMENT FOR TITLE INSURANCE AS PREPARED BY FIRST NATIONAL INSURANCE COMPANY OF MO. (2015) HAVING AN EFFECTIVE DATE OF FEBRUARY 28, 2016 AND AN ISSUED DATE OF FEBRUARY 27, 2016. ALL PLOTTABLE SCHEDULE B ITEMS ARE SHOWN HEREON OR NOTED OTHERWISE.
3. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 48060C0200, PANEL 64002, DATED SEPTEMBER 28, 2010, THE SUBJECT PROPERTY IS LOCATED IN ZONE X (SHARPLY) BEING DESIGNATED AS THOSE AREAS OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN.

**SCHEDULE B NOTES:**

(FIRE) ALARMMENT CREATED IN INSTRUMENT RECORDED IN VOLUME 12257, PAGE 55, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS, COVERING APPROX 0.285 ACRE TRACT 1, BLANKET IN NATURE)

Tract 1 (PER RECORD)  
Being 16,342 square feet or 0.376 of an acre of land out of Lots A-6, A-10 and A-11, Block G, New City Block 997, City of San Antonio, Bexar County, Texas, designated as Tract 1 in a deed conveyed to GMR International, Inc. as recorded in Volume 10426, Page 1326, Real Property Records of Bexar County, Texas, said 0.376 of an acre tract of land being more particularly described by metes and bounds description as follows:

Beginning at one iron pin found on the west right-of-way line of N. St. Mary's Street for the northwest corner of Lot A-12, Block G, New City Block 997, City of San Antonio, Bexar County, Texas, and also being the southwest corner of said Lot A-11 and the tract of land therein with said east right-of-way line of N. St. Mary's Street, same being the west boundary line of said Lot A-11, A-14 and A-15, North 0°42'20" East a distance of 216.00 feet thence to a 1/2" iron pin found for the north corner of Lot A-15, Block G, New City Block 997, City of San Antonio, Bexar County, Texas, and being the east corner of said Lot A-11 and the tract of land;

Thence with said east-southeast right-of-way line of W. Jones Ave., same being the east boundary line of said Lot A-6, A-10 and A-11, the following line (2) calls:

1. South 27°46'21" West for a distance of 27.25 feet thence to a South 27°46'21" East, 27.25 feet, in a "X" set in concrete for an angle point;

2. South 47°12'50" East for a distance of 162.85 feet thence to a South 47°12'51" East, 162.85 feet, in a "X" set in concrete for the north corner of Lot A-15, Block G, New City Block 997, City of San Antonio, Bexar County, Texas, and being the east corner of said Lot A-11 and the tract of land;

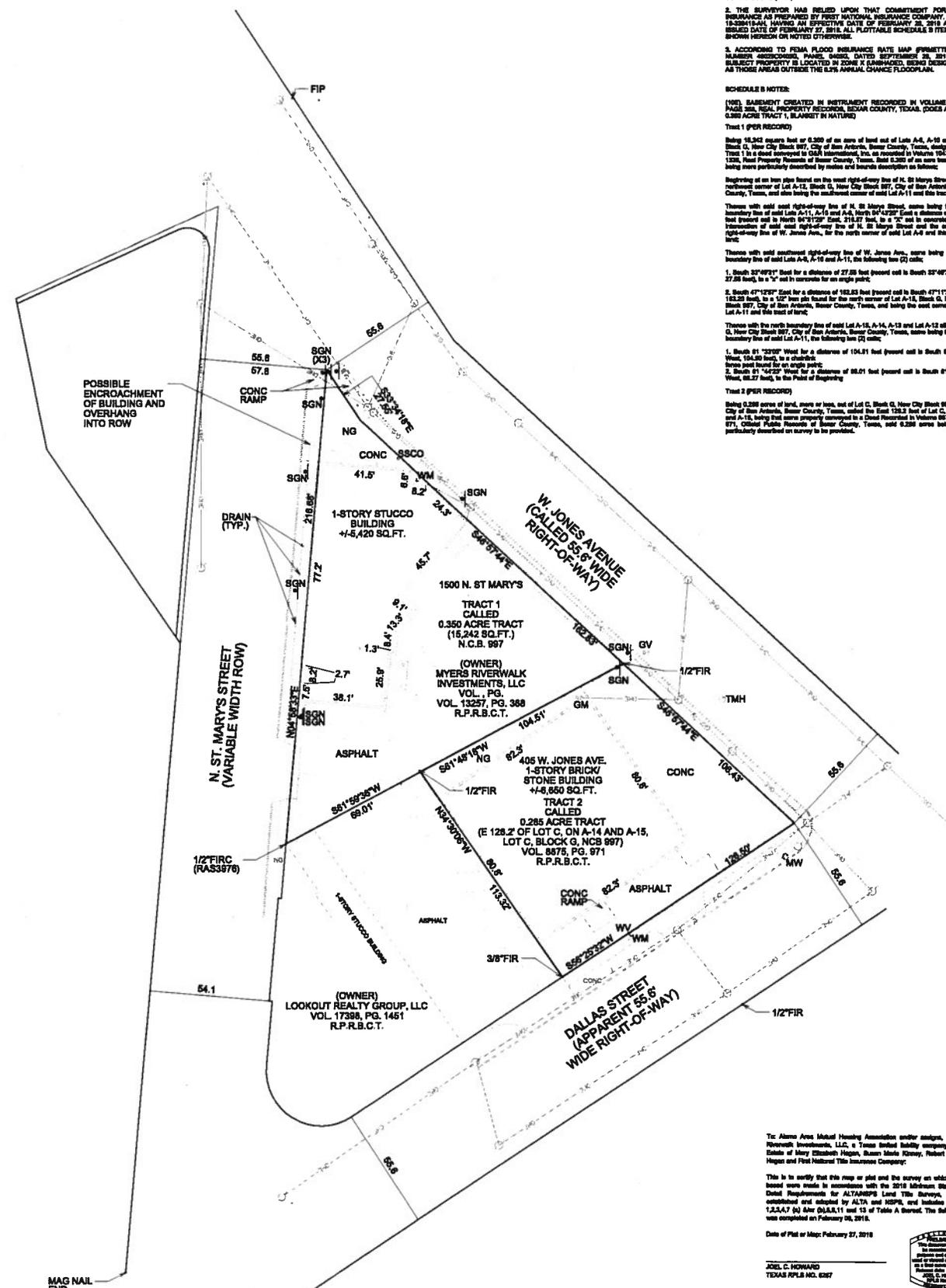
Thence with the north boundary line of said Lot A-15, A-14, A-13 and Lot A-12 all to Block G, New City Block 997, City of San Antonio, Bexar County, Texas, same being the north boundary line of said Lot A-11, the following line (2) calls:

1. South 01°23'20" West for a distance of 104.51 feet thence to a South 01°23'20" West, 104.50 feet, to a chainlink fence post found for an angle point;

2. The South 01°23'20" West for a distance of 88.01 feet thence to a South 01°23'20" West, 88.27 feet, in the Point of Beginning.

**Tract 2 (PER RECORD)**

Being 0.285 acres of land, more or less, out of Lot C, Block G, New City Block 997, in the City of San Antonio, Bexar County, Texas, said the East 128.2 feet of Lot C, on A-14 and A-15, being that same property conveyed in a Deed Recited in Volume 8678, Page 871, Official Public Records of Bexar County, Texas, said 0.285 acres being more particularly described as survey to be provided.



POSSIBLE ENCROACHMENT OF BUILDING AND OVERHANG INTO ROW

N. ST. MARY'S STREET (VARIABLE WIDTH ROW)

W. JONES AVENUE (CALLED 55.6' WIDE RIGHT-OF-WAY)

DALLAS STREET (APPARENT 55.6' WIDE RIGHT-OF-WAY)

1500 N. ST. MARY'S TRACT 1 CALLED 0.350 ACRE TRACT (16,242 SQ. FT.) N.C.B. 997

405 W. JONES AVE. 1-STORY BRICK/STONE BUILDING +45,650 SQ. FT. TRACT 2 CALLED 0.285 ACRE TRACT (E 128.2' OF LOT C, ON A-14 AND A-15, LOT C, BLOCK G, NCB 997) VOL. 8678 PG. 871 R.P.R.B.C.T.

LOOKOUT REALTY GROUP, LLC VOL. 17388, PG. 1461 R.P.R.B.C.T.

MYERS RIVERWALK INVESTMENTS, LLC VOL. 13257, PG. 368 R.P.R.B.C.T.

**LEGEND**

R.P.R.B.C.T.	REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS
BR	SET IRON ROD WITH CAP STAMPED "GEONAV"
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD WITH PLASTIC CAP
FIP	FOUND IRON PIPE
SQ.FT.	SQUARE FEET
VOL.	VOLUME
PG.	PAGE
N.C.B.	NEW CITY BLOCK
GM	GAS METER
BSCD	SEWAGE CLEANOUT
MW	MONITORING WELL
TMH	TELEPHONE MANHOLE
WM	WATER METER
WV	WATER VALVE
PH	FIRE HYDRANT
GV	GAS VALVE
SDN	SDN

FOUND "X"-CUT

The Alamo Area Mutual Housing Association under assigns, Myers Riverwalk Investments, LLC, a Texas limited liability company, The Estate of Mary Elizabeth Hagen, Bessie Marie Kinney, Robert Lewis Hagen and Paul Herbert Tils Insurance Company.

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2016 Minimum Standards Detail Requirements for ALTANSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1.2.2.4.7 (a) thru 04.1.11 and 13 of Table A Survey. The document was completed on February 28, 2016.

Date of Plot or Map: February 27, 2016

JODEL C. HOWARD  
TEXAS RPLS NO. 6267



# GEONAV

SURVEYING • MAPPING • SCANNING

2081 HUTTON DRIVE, SUITE 107 CARROLLTON, TEXAS 75006  
SCALE 1"=20' (672) 243-3408 PROJECT NUMBER: 1320  
TBLPS FIRM NO. 10194208

DATED: FEBRUARY 15, 2016 DRAWN BY: JCH

**ALTANSPS SURVEY**  
OF  
**1500 N. ST. MARY'S &  
405 W. JONES AVE**  
IN  
**SAN ANTONIO**  
TOWN TRACT SURVEY  
ABSTRACT NO. 20  
BEXAR COUNTY, TEXAS

**EXHIBIT B**  
**Center City Housing Incentive Policy**

ORDINANCE 2018-12-13-0996

**AMENDING THE CENTER CITY HOUSING INCENTIVE POLICY (CCHIP) AND EXTENDING THE CCHIP PROGRAM FOR A PERIOD OF TWO (2) YEARS; AND REPLACING THE CITY'S INNER CITY REINVESTMENT/INFILL POLICY (ICRIP) WITH THE CITY OF SAN ANTONIO FEE WAIVER POLICY.**

\* \* \* \* \*

**WHEREAS**, in 2010, the ICRIP was approved by City Council to encourage infill activity and the creation of sustainable neighborhoods that are safe, walkable, mixed-use, compact and well-designed; and

**WHEREAS**, in June 2012, City Council adopted the CCHIP, an as-of-right housing incentive program designed to encourage economic development in the center city; and

**WHEREAS**, the CCHIP was renewed with amendments in 2016, reducing the program boundary, improving administrative operations, and extending the program through June 2018; and

**WHEREAS**, on October 2, 2017, a Council Consideration Request was issued requesting a review of City incentives for residential and commercial developments to include the City's CCHIP and ICRIP programs; and

**WHEREAS**, on January 11, 2018, City Council approved a temporary moratorium on administrative approvals of CCHIP agreements, directing staff to reevaluate the existing program and to prepare recommendations to present to City Council; and

**WHEREAS**, City staff is recommending amendments to both the CCHIP and ICRIP programs in accordance with **Exhibit A**; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Council hereby approves amendments to the CCHIP and ICRIP programs as provided in **Exhibit A** and approves an extension of the CCHIP Program for an additional two year period.

**SECTION 2.** This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes or effective ten (10) days after its passage by fewer than eight (8) votes.

RR  
12/13/18  
Item No. 4

PASSED AND APPROVED this 13<sup>th</sup> day of December, 2018.



**M A Y O R**  
Ron Nirenberg

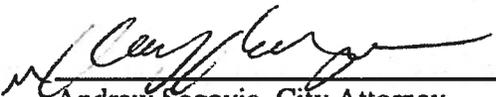
ATTEST:



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Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	4						
<b>Date:</b>	12/13/2018						
<b>Time:</b>	01:44:28 PM						
<b>Vote Type:</b>	Motion to Cont/Post						
<b>Description:</b>	Ordinance adopting amendments to the Center City Housing Incentive Policy (CCHIP) and Inner City Reinvestment/Infill Policy (ICRIP) [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
<b>Result:</b>	Failed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor			x			
Roberto C. Treviño	District 1			x			
William Cruz Shaw	District 2			x			
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6			x			
Ana E. Sandoval	District 7		x				x
Manny Pelaez	District 8	x					
John Courage	District 9			x			
Clayton H. Perry	District 10			x			

<b>Agenda Item:</b>	4						
<b>Date:</b>	12/13/2018						
<b>Time:</b>	02:13:20 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance adopting amendments to the Center City Housing Incentive Policy (CCHIP) and Inner City Reinvestment/Infill Policy (ICRIP) [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4			x			
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7			x			
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

# **City of San Antonio Fee Waiver Program Guidelines**

## **Effective January 2, 2019**

### **1. Policy Statement**

It is the policy of the City of San Antonio to encourage responsible development in the city. The City of San Antonio Fee Waiver Program specifically addresses these goals by encouraging the development and preservation of affordable/workforce housing, the rehabilitation of historic properties, and to foster business development. The policy becomes effective January 2, 2019.

### **2. Program Description**

Eligible projects under this program may receive a full or partial waiver of City development fees and/or SAWS water and sewer impact fees. Fee waivers are funded by annual appropriations from the General Fund and from the San Antonio Water System, respectively. All fee waivers are subject to funding availability and are administered by the Center City Development and Operations Department (CCDO).

### **3. Program Goals**

Fee waivers will support the overall policy goals of the COSA Fee Waiver Program as outlined below:

1. Support the creation and preservation of affordable/workforce housing citywide.
2. Increase redevelopment of underutilized buildings through the rehabilitation, upgrade, and adaptive reuse of existing structures.
3. Encourage the development and expansion of small businesses, legacy businesses, and targeted industry development projects.

### **4. Eligibility**

Fee waivers will support eligible projects through one of four (4) categories: Affordable Housing, Owner-Occupied Rehabilitation, Historic Rehabilitation, and Business Development. In no case shall City fee waivers exceed the total cost of fees incurred by the project. SAWS fee waivers shall not exceed \$150,000.00 per project (\$250,000.00 for projects qualifying under the Affordable Housing category), except where approved by City Council. Unless otherwise noted, criteria and waiver amounts for one category of the Fee Waiver Program will not apply to another category.

1. For the purposes of this program, a project is defined as a development on a contiguous property or properties consisting of new construction, rehabilitation, repair or maintenance of existing structures, or any combination thereof. A project may include multiple structures (e.g. a multifamily complex) or a single structure (e.g. a single-family house). For developments consisting of multiple phases on adjacent or nearby parcels, each phase may be considered one project.
2. The following projects are NOT ELIGIBLE for fee waivers:
  - a. Projects over the Edwards Aquifer Recharge or Contributing Zones that result in additional impervious cover (does not apply to residential projects that include at least 75 percent affordable housing units).
  - b. Projects within a FEMA-designated 100-year floodplain.
  - c. Religious or sectarian facilities.
  - d. Surface parking lots that are not part of a larger development or expansion project.

- e. 100% publicly-funded projects. This includes bond-funded projects and projects on military installations.
  - f. Schools, including all public, private, and charter institutions.
  - g. Hotels, motels, pawn shops, nightclubs, bars, gun shops, liquor stores, tattoo parlors, tanning salons, tobacco/tobacco-like related establishments, specified financial institutions (see UDC Section 35-A101), kiosks, sexually-oriented businesses, and non-permanent structures such as manufactured homes.
  - h. Projects located outside the current city limits, including the extraterritorial jurisdiction and areas of limited-purpose annexation.
3. Projects must be appropriately zoned for the intended use at the time the application is submitted. Fee waivers shall not be used to cover the cost of rezoning a property to allow for its intended use.
  4. For a period of five (5) years following Certificate of Occupancy or other appropriate proof of project completion, projects participating in this program shall not be eligible to receive a Short Term Rental permit that results in an entire unit being offered for rent on STR platforms such as Airbnb or VRBO.

**A. Affordable Housing**

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Neighborhoods and Housing Services Department as needed.

1. The project must include at least 25% percent affordable housing units, and an additional 25% of units in the project must either be affordable or workforce housing units. Affordable units and workforce units are defined as follows:
  - a. Affordable Rental units reserved for households earning at or below 60% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, rents charged for affordable units shall not exceed approximately 30% of the household's gross monthly income.
  - b. Workforce Rental units reserved for households earning between 61% - 80% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, rents charged for affordable units shall not exceed approximately 30% of the household's gross monthly income.
  - c. For-sale units reserved for households earning at or below 120% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, homes sold to income-qualified households must be the owner's primary residence.
2. All affordable rental housing units that receive fee waivers through this program must demonstrate affordability for a minimum of fifteen (15) years and be qualified through a local, state, or federal affordable housing program that includes a minimum affordability term and regular compliance requirements (e.g. Housing Tax Credits, HOME, etc.). For-sale units must demonstrate affordability to a qualified homebuyer at the time of sale and include a resale restriction for a minimum of five (5) years following the initial sale.

3. The unit mix of affordable housing units shall be comparable to the unit mix of any market-rate units provided in the same project (*for example, if 20 percent of market-rate units contain two bedrooms, 20 percent of affordable units shall also contain two bedrooms*).

**B. Owner Occupied Rehabilitation**

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Neighborhoods and Housing Services Department as needed.

1. Recipients of housing repair/rehabilitation programs administered by the Neighborhood and Housing Services Department (NHSD) or an eligible nonprofit organization are considered eligible under the Fee Waiver Program.
  - a. Eligible NHSD programs include, but are not limited to, Owner-Occupied Rehabilitation, Minor Repair, Under 1 Roof, Let's Paint, and Green & Healthy Homes.
  - b. Eligible nonprofit organizations include, but are not limited to, certified Community Housing Development Organizations (CHDOs).

**C. Historic Rehabilitation**

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Office of Historic Preservation as needed.

1. The project must qualify for the Local Tax Exemption for Substantial Rehabilitation, i.e. the property must be a national, state, or locally designated historic landmark or be located within a national or local historic district, and the owner must invest substantial rehabilitation efforts that prolong the life of the building.
2. For residential structures, the incentive must result in the property retaining its residential use. Commercial structures receiving fee waivers may remain commercial in use or may be converted to residential use. All improvements must be coordinated with the Office of Historic Preservation.

**D. Business Development**

Project eligibility shall be determined using the criteria below and will be confirmed by the Economic Development Department or, for the Legacy Business component, the Center City Development and Operations Department with input from the Office of Historic Preservation and/or World Heritage Office as needed.

1. Targeted-industry and exceptional project eligibility:
  - a. As defined in the Economic Development Business Fee Waiver Program Guidelines.
2. Small business development eligibility:
  - a. As defined in the Economic Development Business Fee Waiver Program Guidelines.
3. Legacy business development eligibility:
  - a. The project must qualify for the Legacy Business Program offered through the Office of Historic Preservation, i.e. the business has been operational for 20 years or more and contributes to the history, culture, and authentic identity of San Antonio.

## **5. Waiver Amounts**

City Fee Waivers are made available on an annual basis through the City's General Fund. For Fiscal Year 2019 the amount is \$2,500,000.00. Of this allocation, \$1,500,000.00 will be made available to projects meeting the criteria herein; the actual amount available to projects may be prorated based on the actual amount of City Fee Waivers available for the given fiscal year and may be adjusted based on demand with administrative approval by the Director of the Center City Development & Operations Department.

SAWS Fee Waivers have been made available to the City through Ordinance 2014-05-29-0363 that covers a six-year period from FY 2015 to FY 2020, in an annual amount of approximately \$3,000,000.00. Of this annual allocation, \$1,500,000.00 will be made available to projects meeting the criteria herein; the actual amount available to projects may be prorated based on the actual amount of SAWS Fee Waivers available for the given fiscal year. All Fee Waivers are subject to funding availability.

On an annual basis, \$800,000.00 in City Fee Waivers and \$700,000.00 in SAWS Fee Waivers will be made available for projects meeting the Affordable Housing, Owner-Occupied Rehabilitation, Historic Rehabilitation, and Legacy Business criteria, subject to proration based on total annual allocations. A total of \$500,000.00 in City Fee Waivers and \$500,000.00 in SAWS Fee Waivers will be made available for projects meeting the targeted industry and exceptional project Business Development criteria, and \$200,000.00 in City Fee Waivers and \$300,000.00 in SAWS Fee Waivers will be made available for projects meeting the small business project criteria (excluding Legacy Business projects), subject to proration based on total annual allocations.

### **A. Affordable Housing**

Projects meeting the Affordable Housing eligibility criteria per Section 4.A may receive fee waivers as follows:

1. City fee waivers granted under this Section 5.A are not limited in amount per project.
2. SAWS impact fee waivers granted under this Section 5.A.2 are limited to \$250,000 per project and at the following per-unit rates:
  - a. Up to 1.0 Equivalent Dwelling Unit (EDU) per residential affordable unit.
  - b. 0.5 EDU per any other residential unit not qualifying as affordable under this program.
3. SAWS impact fee waiver requests of more than \$250,000 require City Council approval, not including waivers granted under Section 6.4 below.

### **B. Owner-Occupied Rehabilitation**

Projects meeting the Owner-Occupied Rehabilitation eligibility criteria per Section 4.B may receive fee waivers as follows:

1. City fee waivers granted under this Section 5.B are not limited in amount per project.
2. SAWS impact fee waivers granted under this Section 5.B.2 are limited to \$10,000 or 1.0 Equivalent Dwelling Unit (EDU), whichever is lower.

### **C. Historic Rehabilitation**

Projects meeting the Historic Rehabilitation eligibility criteria per Section 4.C may receive fee waivers as follows:

1. City fee waivers granted under this section 5.C are not limited in amount per project.

2. SAWS impact fee waivers granted under this Section 5.C.2 up to 1.0 Equivalent Dwelling Unit (EDU) per residential unit or 100 percent of total impact fees incurred for commercial projects, up to \$150,000 per project.
3. SAWS impact fee waiver requests of more than \$150,000 require City Council approval, not including waivers granted under Section 6.4 below.

**D. Business Development**

Projects meeting eligibility criteria may receive fee waivers as follows:

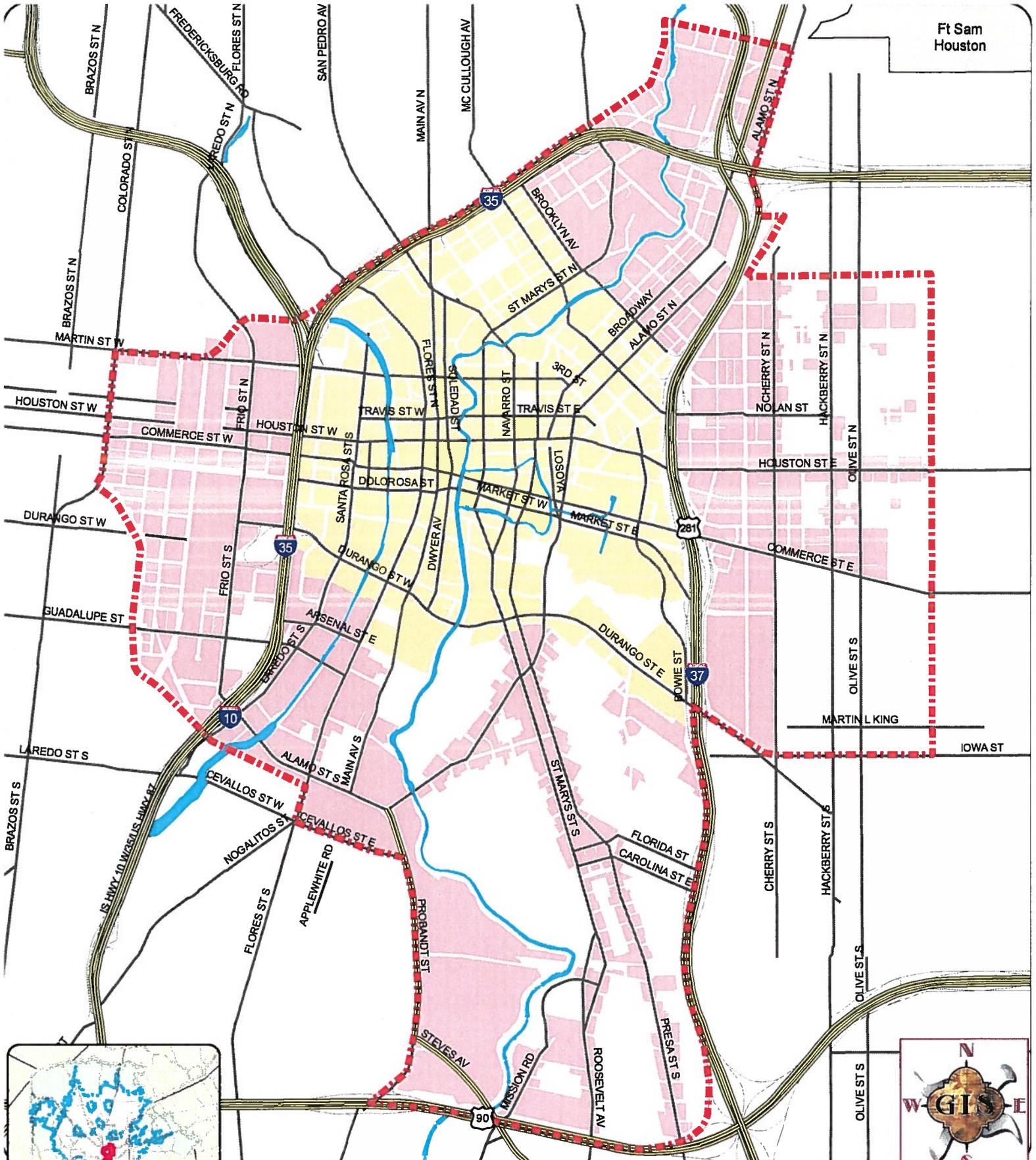
1. City fee waivers granted under this Section 5.D are not limited in amount per project.
2. Targeted-industry and exceptional projects:
  - a. Eligible projects per Section 4.D.1 may receive SAWS impact fee waivers, up to a maximum waiver of \$150,000.
  - b. SAWS impact fee waivers exceeding \$150,000 awarded under this Section 5.D.2 require City Council approval.
3. Small business development:
  - a. SAWS impact fee waivers for small businesses will be determined based on the eligibility criteria in Tier 1, Tier 2, and Tier 3 as defined in the Small Business Section of the Economic Development Business Fee Waiver Guidelines.
4. Legacy business development:
  - a. SAWS fee waivers granted under this section 5.D.4 may be up to 100 percent of the total impact fees incurred, up to \$150,000 per project.

**6. Additional Requirements and Conditions**

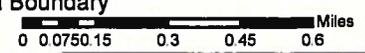
1. All projects awarded waivers are subject to verification of project investment.
2. SAWS impact fee waiver requests exceeding \$50,000 must be accompanied by an official SAWS Impact Fee Estimate.
3. Waivers are not retroactive. Reimbursements will not be granted for fees already paid.
4. Waivers awarded for housing projects under the Center City Housing Incentive Policy (CCHIP) will be granted per the terms of the CCHIP.
5. An administrative processing charge of \$100 is required to activate any fee waivers awarded under this program. This charge applies to each waiver, City or SAWS, or \$200 for both.
  - a. Exceptions.
    - i. Eligible participants in a repair/rehabilitation program administered by NHSD or an eligible nonprofit organization are exempt from this processing charge.
    - ii. Eligible small businesses participating in the Business Development component of this program are exempt from this processing charge.
    - iii. For a subdivision consisting of multiple single-family lots, only one administrative processing charge shall apply.
6. City fee waivers are valid for one year. SAWS fee waivers are valid for six (6) months. Each waiver is eligible for one renewal at no additional cost. The administrative fee of \$100 will apply for each renewal thereafter as defined in Section 6.5 above. Projects are limited to two (2) renewals per waiver type.
7. The processing charge outlined in Sections 6.5 and 6.6 above are non-refundable. No exceptions. This includes failure to use a waiver before it expires.

## **7. Application Process**

1. Applications will be received by the Center City Development and Operations Department (CCDO). Eligibility will be determined by the department responsible for the Fee Waiver category for which the application is received. CCDO will administer the issuance of Waiver IDs and all subsequent renewals.
2. Each applicant must complete an online application. Applicants may contact CCDO for assistance if needed.
3. If approved, applicant will be notified and receive a Waiver ID which will be activated upon payment of the applicable administrative fee.
4. Notifications are primarily through email. Alternative notification methods can be made by contacting CCDO.
5. Upon activation, the Waiver ID can be presented to the appropriate staff person to waive the applicable development/impact fees.



-  Existing CCHIP Boundary (2016)
-  Level 1
-  Military Bases
-  San Antonio River
-  Level 2
-  Cosa Boundary



Data Source: City of San Antonio Enterprise GIS, Base Map 911 (Base Address) District  
 This Geographic Information System Product provided by the City of San Antonio is provided "as is" without warranty of any kind, and the City of San Antonio expressly disclaims all liability and shall not be held liable for the content, accuracy, or completeness of any data, or the results of the use of the information provided to you by the City of San Antonio in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise. The user will be responsible for the results and performance of any information obtained from the City of San Antonio is solely assumed by the user.  
 \*Where content the copyright City of San Antonio Department for specific information.  
 Maps may be released at 2:00 PM-7:00 PM  
 Map Path: C:\Users\jrd02584\Desktop\CCHIPRedesign\_11202018\CCCHIP Redesign\_11202018.mxd  
 Date/Time Saved: 11/20/18 at 8:53:47 AM  
 PDF Filename: CCCHIP Redesign\_11202018.pdf

## 2018 City of San Antonio CCHIP Redesign

**City of San Antonio**  
 Information Technology Services Department  
 GIS Public Service Unit

Riverview Towers  
 111 Selected St, 9th Floor, Suite 900  
 San Antonio, TX 78205





**EXHIBIT C**  
**Developer's CCHIP Application**



# Center City Housing Incentive Program (CCHIP) Application

## Applicant Information

Name: Jennifer Gonzalez Title: Executive Director  
 Company: Alamo Community Group  
 Project Role: Developer / Owner  
 Address, City, ST, ZIP: 4100 E. Piedras Drive, Suite 200, San Antonio, Texas 78228  
 Phone: 210-731-8030 Fax: 210-731-8025 Email: jgonzalez@alamocommunitygroup.org

## Project Information

Project Owner / Developer: ACG St. Marys Place Lofts GP LLC  
 Other Associated Entities and Roles: John Wright - Construction Consultant, GRG Architects - architect, BIG RED Dog - Civil Engineer, BBVA Compass - Construction/Permanent lender, LISC/NEF - tax credit Equity investor  
 Project Name: Museum Reach Lofts  
 Project Site Address: 405 W. Jones Avenue and 1500 N. St. Mary's Street, San Antonio, TX 78215  
 Start Date of Construction: May 2019 Completion Date: November 2020  
 Cost of public improvements: \$ 450,000  
 Estimated total project cost: \$ 17,748,983 (including public improvements)  
 Housing units planned: 95  Rentals  For Sale  
 Housing units per acre: 150.3/acre  
 Affordable housing units planned:  
 Units to be reserved for households earning ≤ 120% AMI (for-sale only): N/A  
 Units to be reserved for households earning ≤ 80% AMI: \_\_\_\_\_  
 Units to be reserved for households earning ≤ 60% AMI: 77  
 Units to be reserved for households earning ≤ 30% AMI: 9  
 Target rental price per square foot: \$ .93 / Target sale price per square foot: \$ N/A  
 Square feet of retail space: NONE Square feet of commercial office space: NONE  
 Estimated number of new jobs to be created, if any: 6

## Site Information

City Council District #: 1 Current Zoning: FBZD T5-1 RIO-2 AHOD  
 Current Site Uses None, Vacant Building

\*Projects that must be rezoned from "Residential Single-Family" (e.g. R1-R6) are not eligible.

Bexar County Appraisal District Information ([www.bcad.org](http://www.bcad.org))

Property ID(s)#: 111109 & 111104 /GEO ID 00997-001-0050 & 0097-001-0010 Total Acreage: 0.632

Current Value: Land: \$ 353,660 & \$439,090 Improvements: \$ 204,350 & \$202,420

**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: #34 Hemisfair

**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.):

Workforce housing in the Midtown Regional Center per the new SA Comp Plan

**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: \$ 295,988 per Big Red Dot (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (month/ year) 12 months

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

- Equity
- Conventional Bank Financing
- Other: Funding CoSA TIRZ # 31 Midtown, CCHIP 380 Loan Agreement both approved by City Council
- Housing Tax Credits
- HUD Loans

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

## **Museum Reach Lofts – 1500 N. St. Mary’s St. & 405 W. Jones Ave.**

### **Project Narrative**

The lots at the intersection of St. Mary’s / Jones & the intersection of Jones / Dallas currently contain surface parking in addition to the non-contributing one-story office & warehouse buildings constructed in the 1950’s. The existing facilities & surface parking will be replaced with a 5-story multi-family building with an open parking garage, interior courtyard & community/leasing space at the ground floor. The upper 4 stories will contain 95 apartments, including 39 efficiencies, 44 one-bedroom & 12 two-bedroom units.

The proposed development was awarded by the Texas Department of Housing and Community Affairs as the highest ranked project in the San Antonio area for the 9% Competitive Housing Tax Credit Application. Of the 95 units, 86 will be affordable apartments that are both income-restricted and rent-restricted under this program, which supports the goals of the UDC Form-Based Zoning District.

Since the project site is within the RIO-2 overlay district & the Museum Neighborhood of the River North Master Plan, the concept design focuses on the pedestrian experience & taking advantage of the opportunity to feature the St. Mary’s / Jones intersection as a major entrance to the San Antonio Museum of Art. The building itself will feature brick details relating to the SAMA on Jones & Central Catholic on St. Mary’s, while the introduction of color will be created by a rainscreen panelized system that achieves the proposed pixelated facades.

PERSPECTIVE - SOUTHEAST ON N ST MARY'S ST AT W JONES AVE

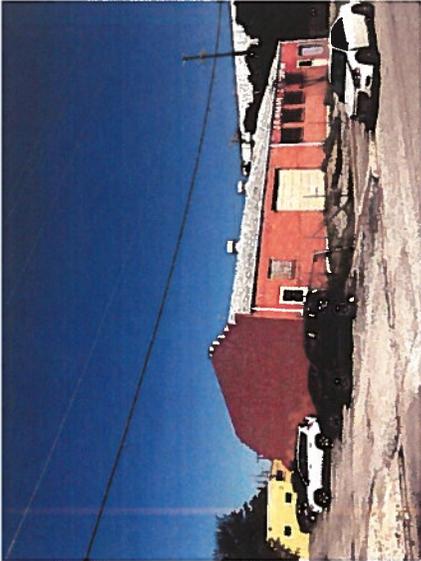


Preliminary  
concepts  
11.16.2018

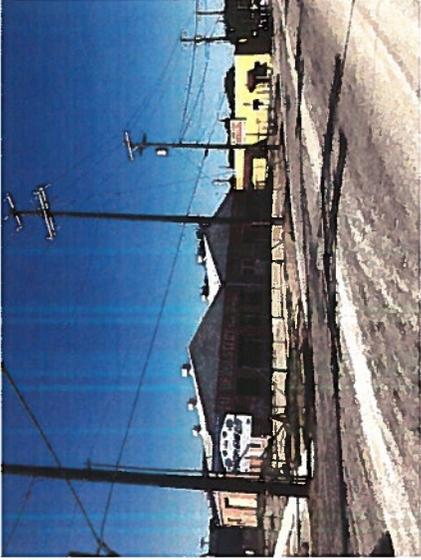
CONCEPTUAL MODEL  
**MUSEUM REACH**  
**LOFTS**

**Alamo**  
architects  
**MP**  
STUDIO

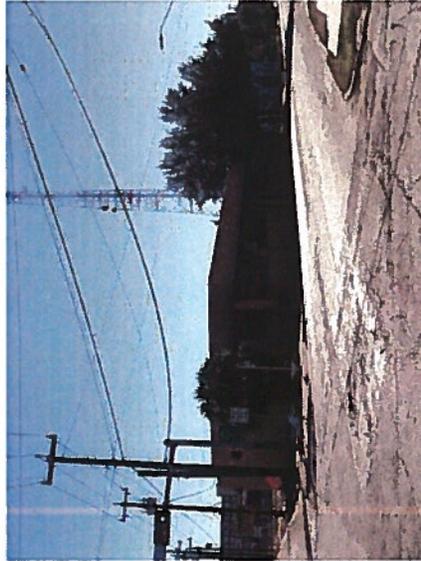
EXISTING SITE



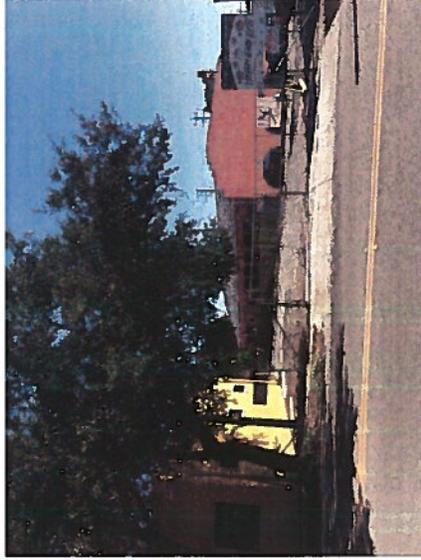
LOOKING NORTH



LOOKING WEST



LOOKING SOUTH



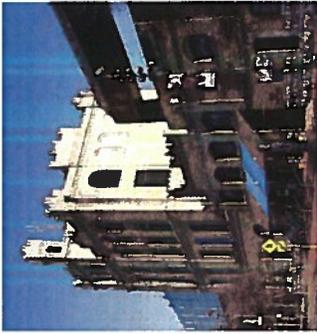
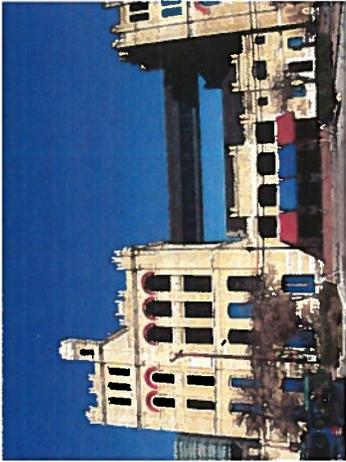
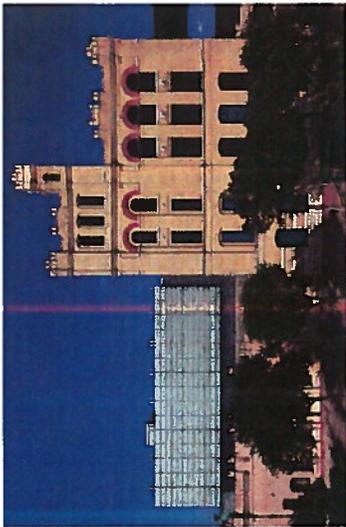
LOOKING EAST

Preliminary  
concepts  
11.16.2018

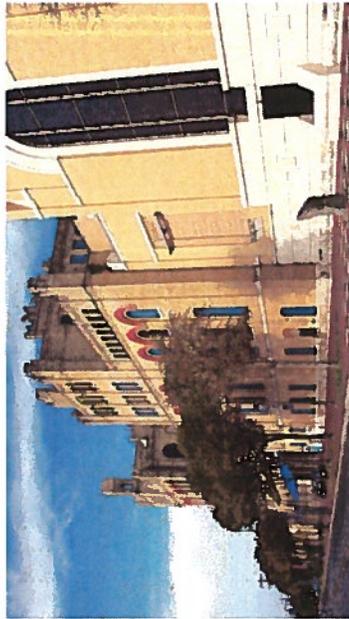
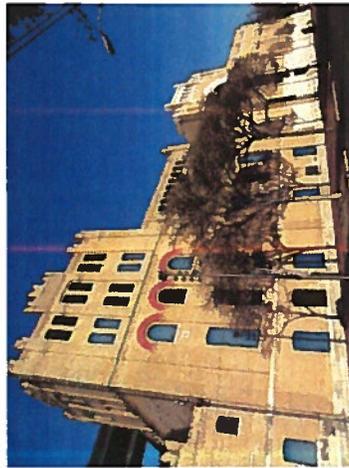
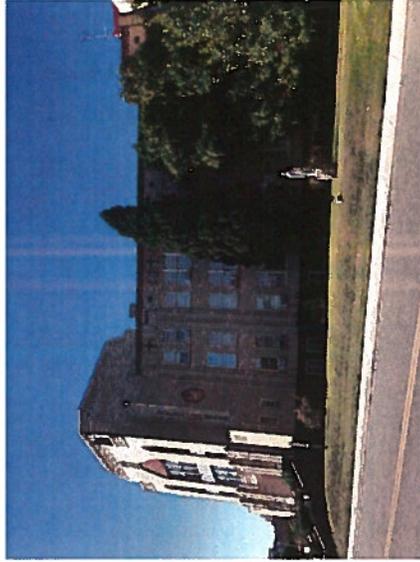
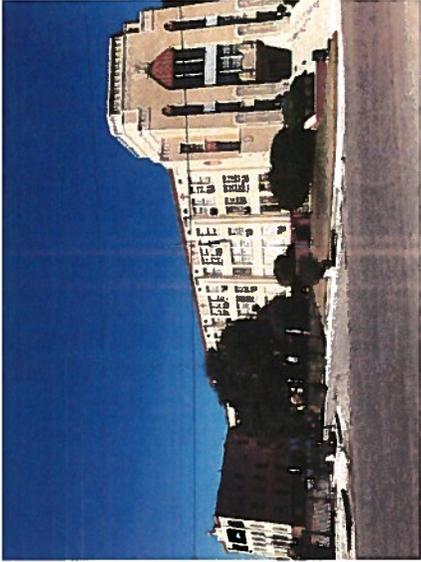
DISCOVERY-**MUSEUM REACH**  
SITE CONTEXT  
**LOFTS**

PRECEDENT STUDY

SAN ANTONIO MUSEUM OF ART



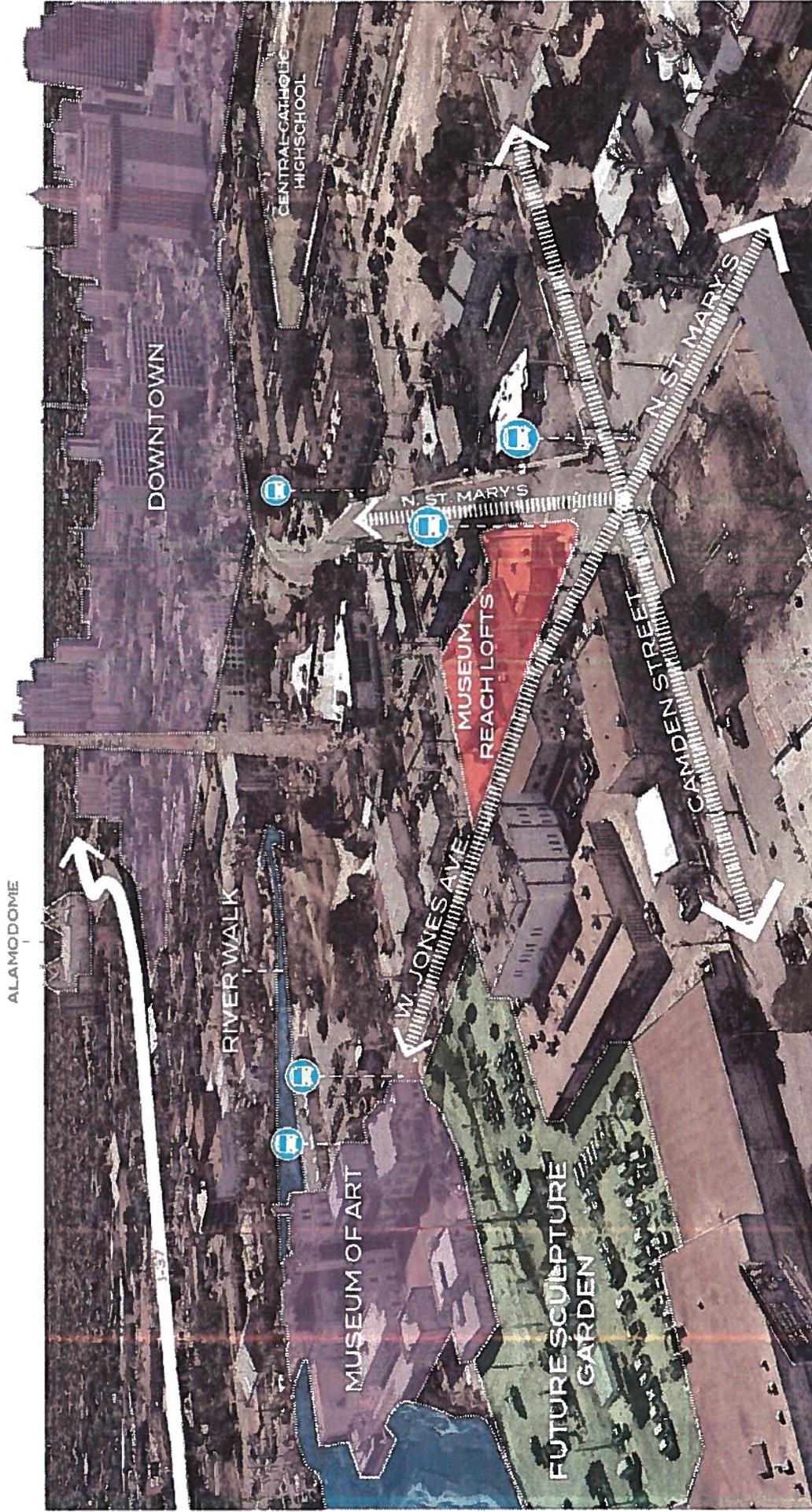
CENTRAL CATHOLIC HIGH SCHOOL



Preliminary  
concepts  
11.16.2018

DISCOVERY-  
SITE CONTEXT  
**MUSEUM REACH  
LOFTS**

SITE CONTEXT



Preliminary  
concepts  
11/15/2018

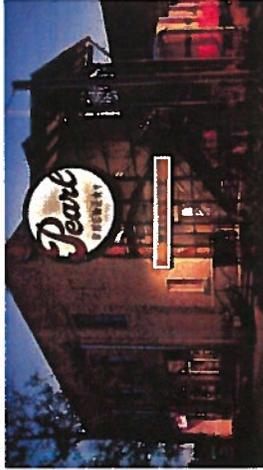
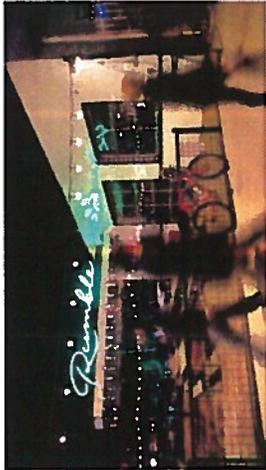
DISCOVERY-  
SITE CONTEXT  
**MUSEUM REACH  
LOFTS**

**Alamo**  
architects

**MP**  
STUDIO

CUES FROM THE NEIGHBORHOOD

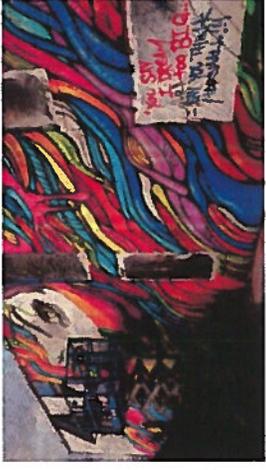
 DESTINATION



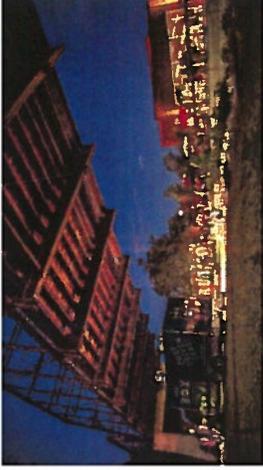
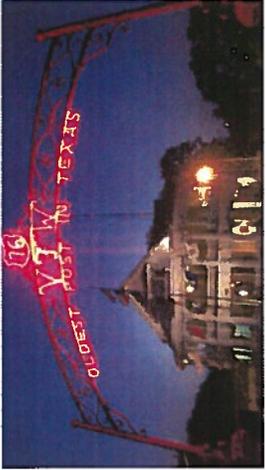
 CONNECTION



 ENRICHMENT



 FRIENDSHIP

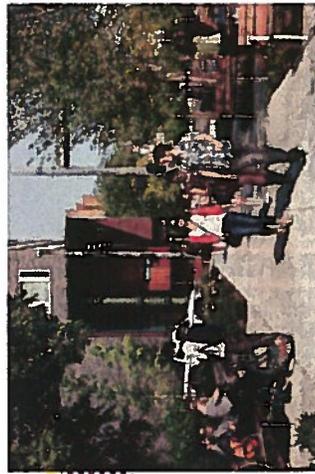
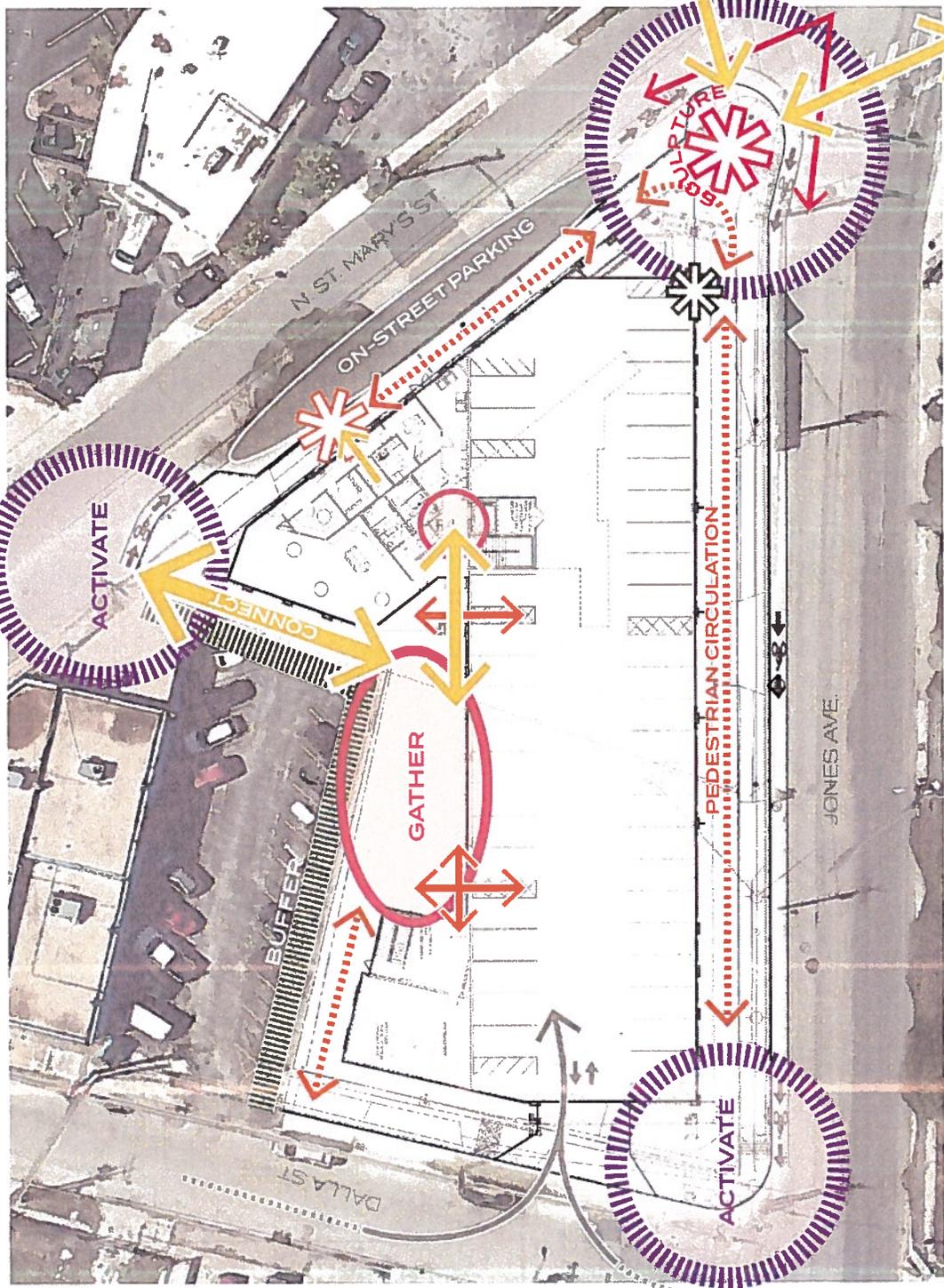


Preliminary  
concepts  
11/15/2018

DISCOVERY-  
CONTEXT  
MUSEUM REACH  
LOFTS

**Alamo**  
architects  
**MP**  
STUDIO

FUNCTIONAL USE DIAGRAM

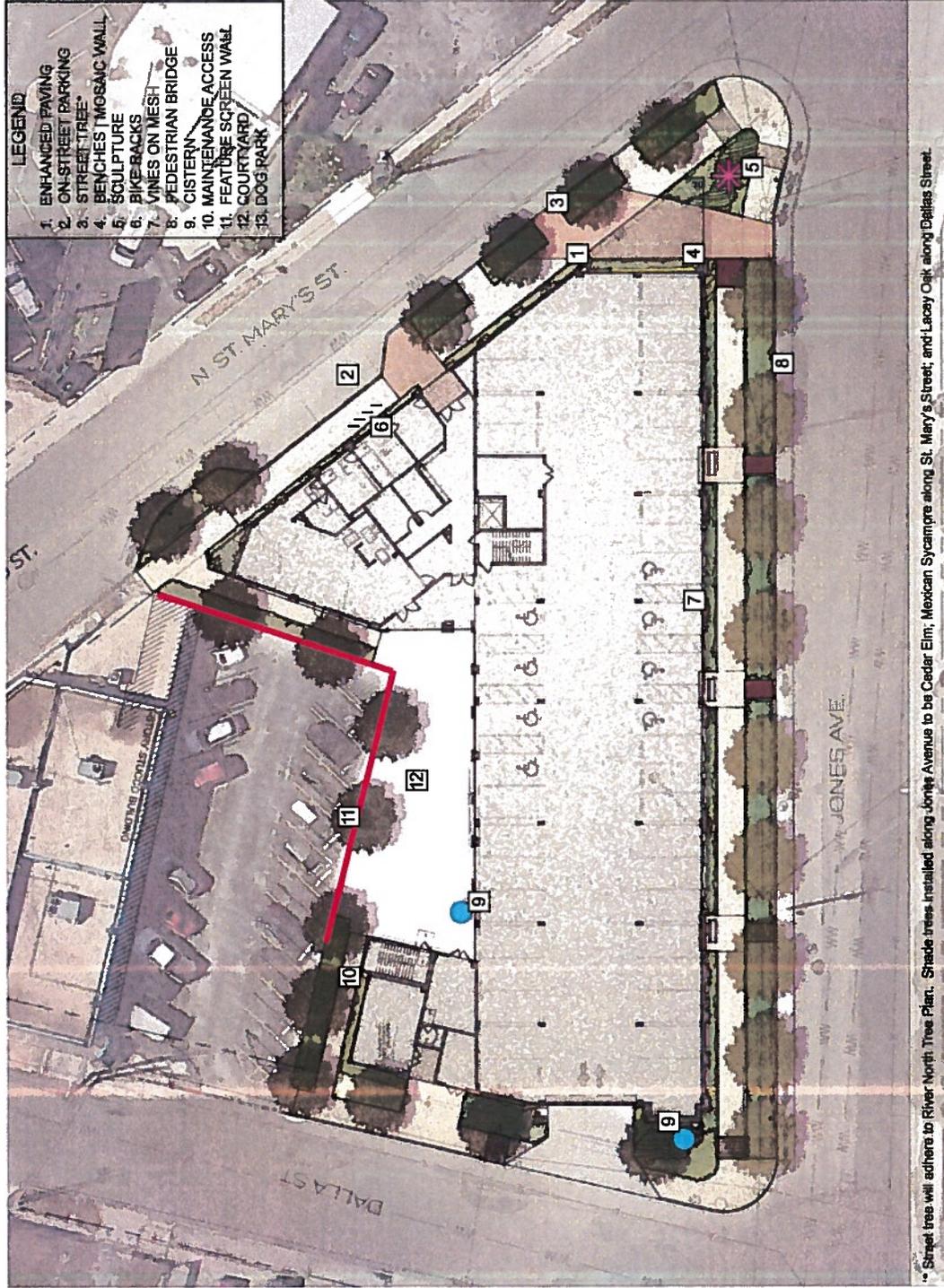


Preliminary  
concepts  
11/15/2018

DISCOVERY-  
MUSEUM REACH  
FUNCTIONAL USE  
DIAGRAM  
LOFTS

Alamo architects  
MP STUDIO  
SCALE: 1-30

FUNCTIONAL USE DIAGRAM



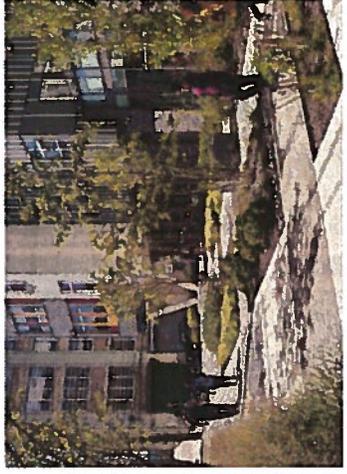
- LEGEND**
- 1. ENHANCED PAVING
  - 2. ON-STREET PARKING
  - 3. STREET TREE
  - 4. BENCHES / MOSAIC WALL
  - 5. SCULPTURE
  - 6. BIKE RACKS
  - 7. VINES ON MESH
  - 8. PEDESTRIAN BRIDGE
  - 9. CISTERN
  - 10. MAINTENANCE ACCESS
  - 11. FEATURE SCREEN WALL
  - 12. COURTYARD
  - 13. DOG PARK

\*\* Street trees will adhere to River North Tree Plan. Shade trees installed along Jones Avenue to be Cedar Elm; Mexican Sycamore along St. Mary's Street; and Lacey Oak along Dallas Street.

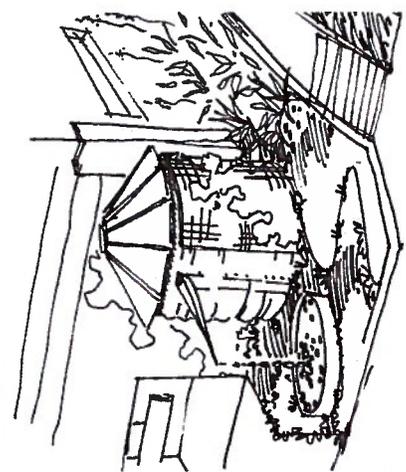
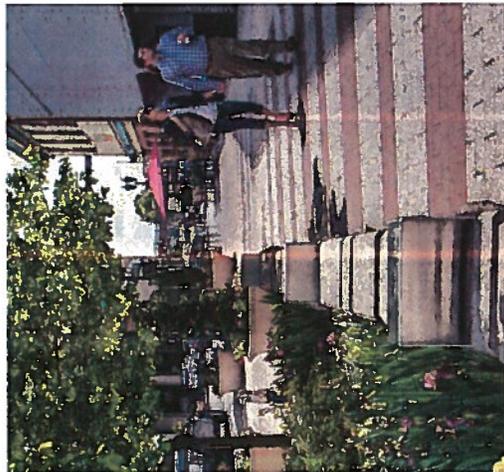
Preliminary  
concepts  
11/15/2018

DISCOVERY-**MUSEUM REACH**  
SITE CONCEPT  
PLAN **LOFTS**

Alamo architects  
MP STUDIO  
SCALE 1-30



STREET CHARACTER



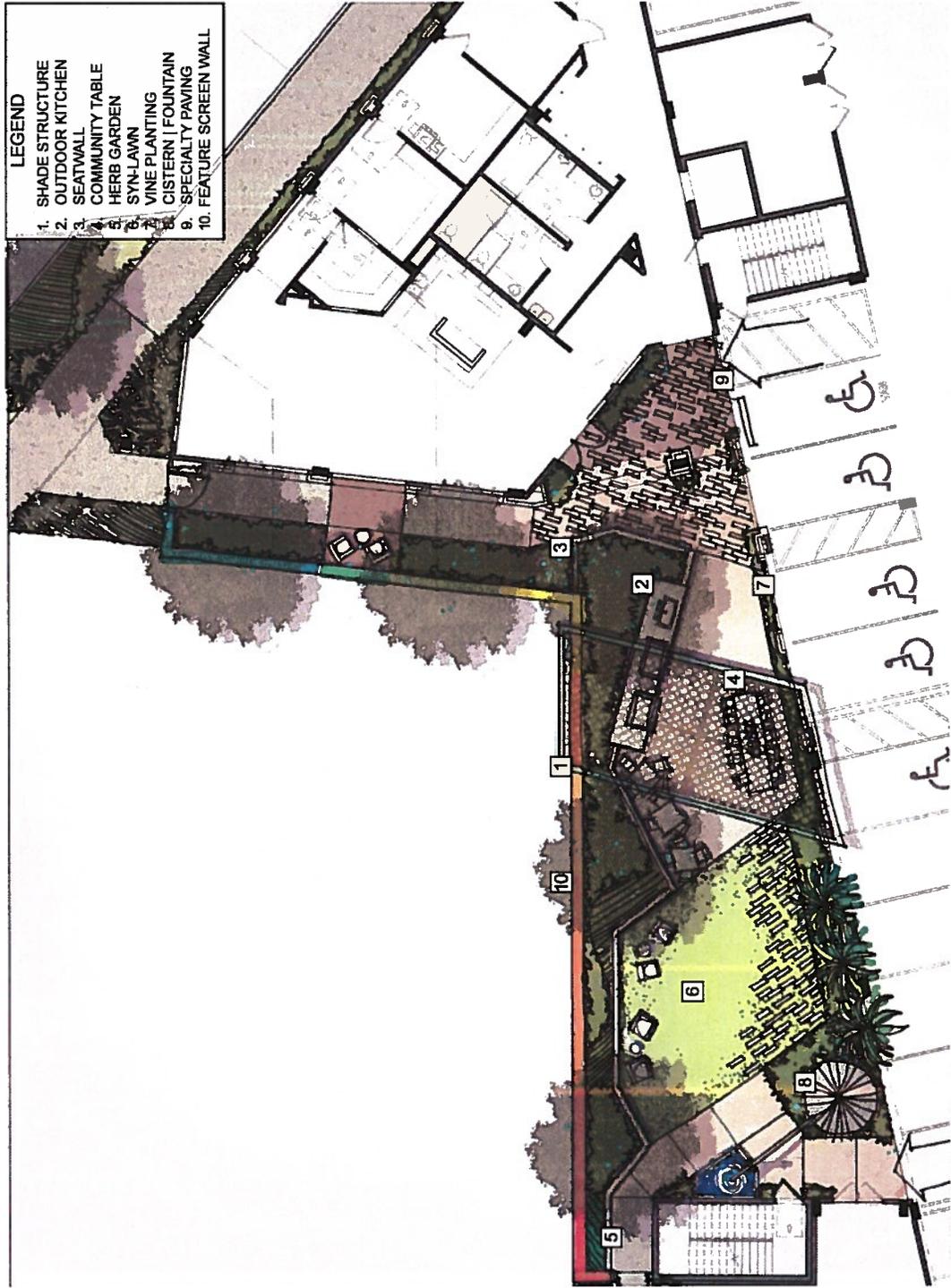
Preliminary  
concepts  
11.15.2018

CONCEPTUAL  
DEVELOPMENT  
**MUSEUM REACH**  
**LOFTS**

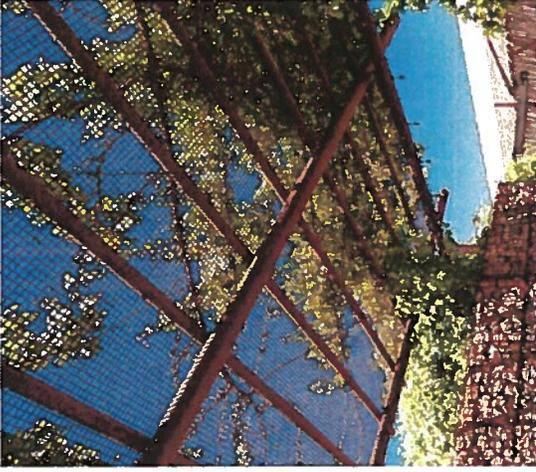
**Alamo**  
architects  
**MP**  
STUDIO



COURTYARD- COLORATIONS



- LEGEND**
- 1. SHADE STRUCTURE
  - 2. OUTDOOR KITCHEN
  - 3. SEATWALL
  - 4. COMMUNITY TABLE
  - 5. HERB GARDEN
  - 6. SYN-LAWN
  - 7. VINE PLANTING
  - 8. CISTERN / FOUNTAIN
  - 9. SPECIALTY PAVING
  - 10. FEATURE SCREEN WALL



Preliminary  
concepts  
11.15.2018

CONCEPTUAL DEVELOPMENT  
**MUSEUM REACH  
LOFTS**

SCALE 1:10

**Aiamo**  
architects

**MP**  
STUDIO



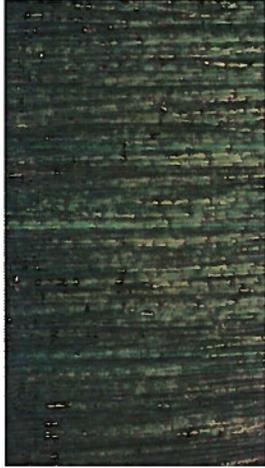
Preliminary  
concepts  
11.15.2018

COURTYARD GARDEN  
**MUSEUM REACH  
LOFTS**

SCALE: 1:10

**A**lamo  
architects

**MP**  
STUDIO

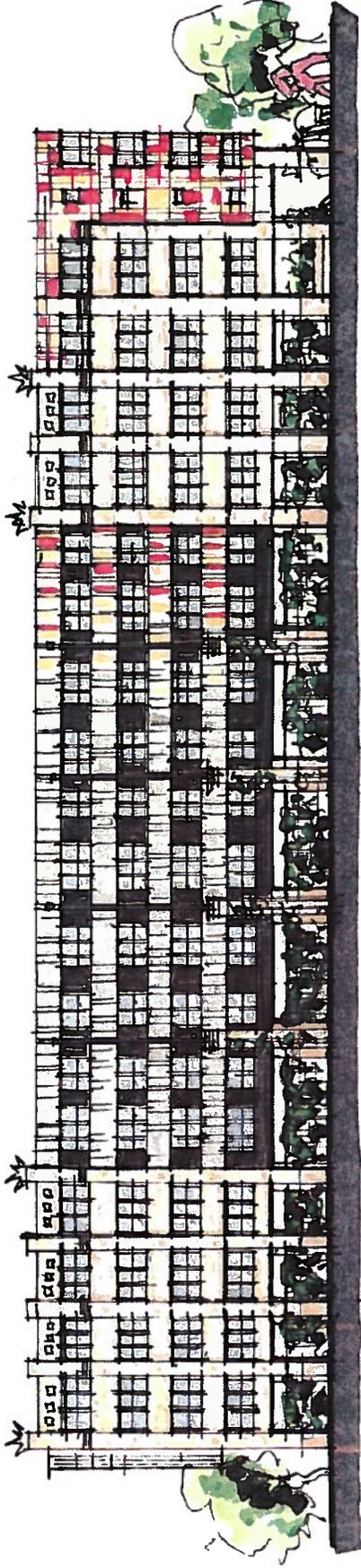


**Alamo**  
architects  
**MP**  
STUDIO

PLANT MUSEUM REACH  
PALETTE  
LOFTS

Preliminary  
concepts  
11.15.2018

CONCEPTUAL SKETCH

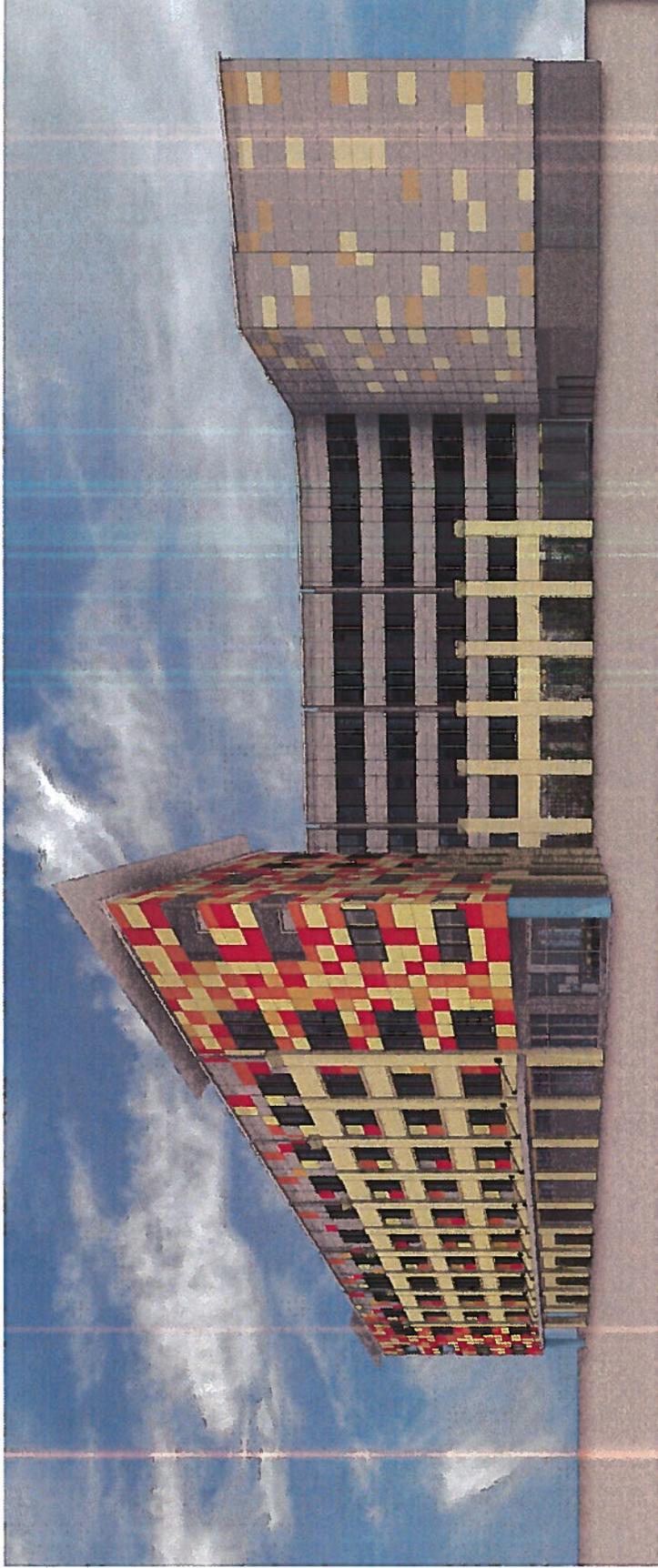


Preliminary  
concepts  
11.16.2018

CONCEPTUAL DEVELOPMENT  
**MUSEUM REACH**  
**LOFTS**



PERSPECTIVE - NORTH BOUND ON N ST MARY'S ST

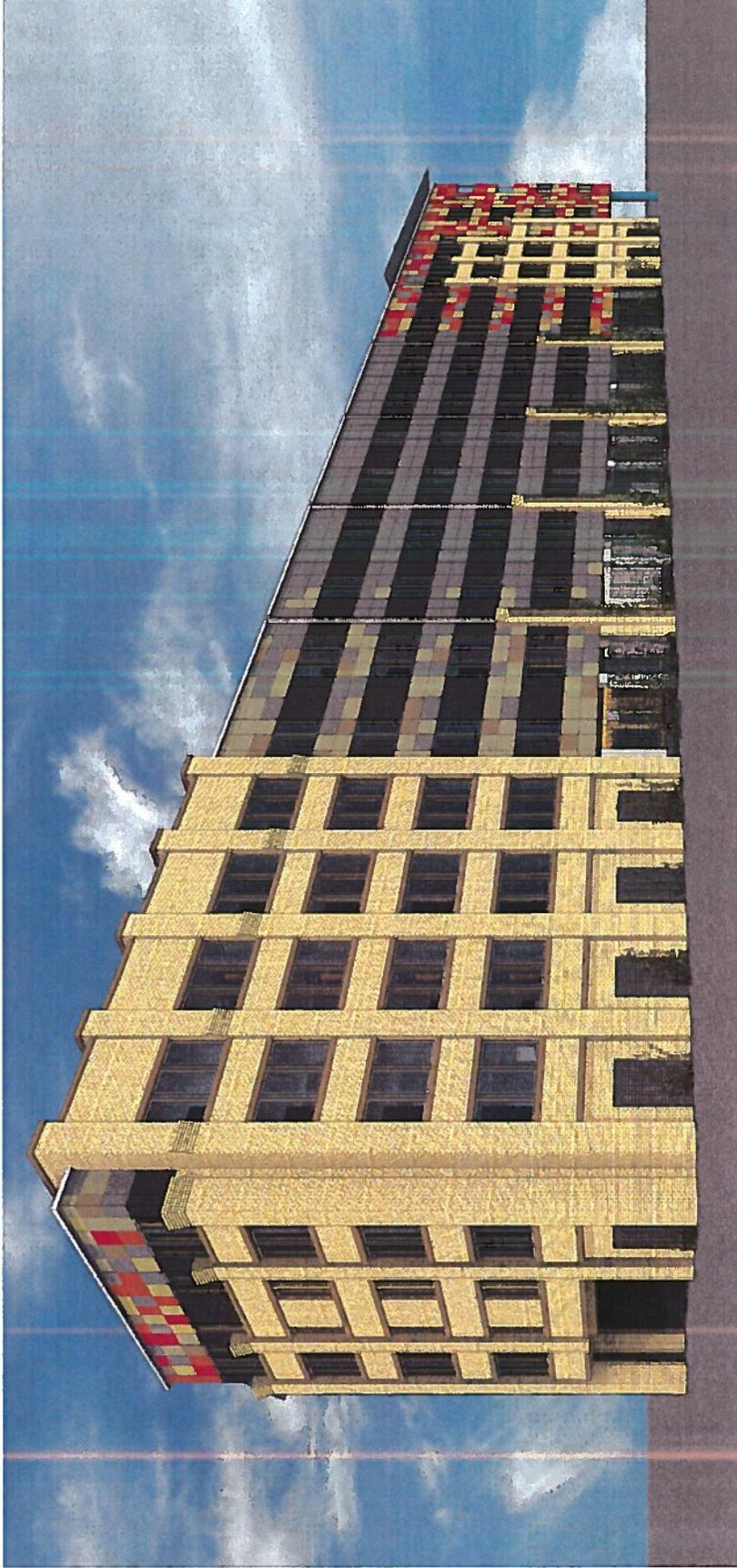


Preliminary  
concepts  
11.16.2018

CONCEPTUAL MODEL  
**MUSEUM REACH  
LOFTS**



PERSPECTIVE - NORTHWEST ON W JONES AVE AT DALLAS ST

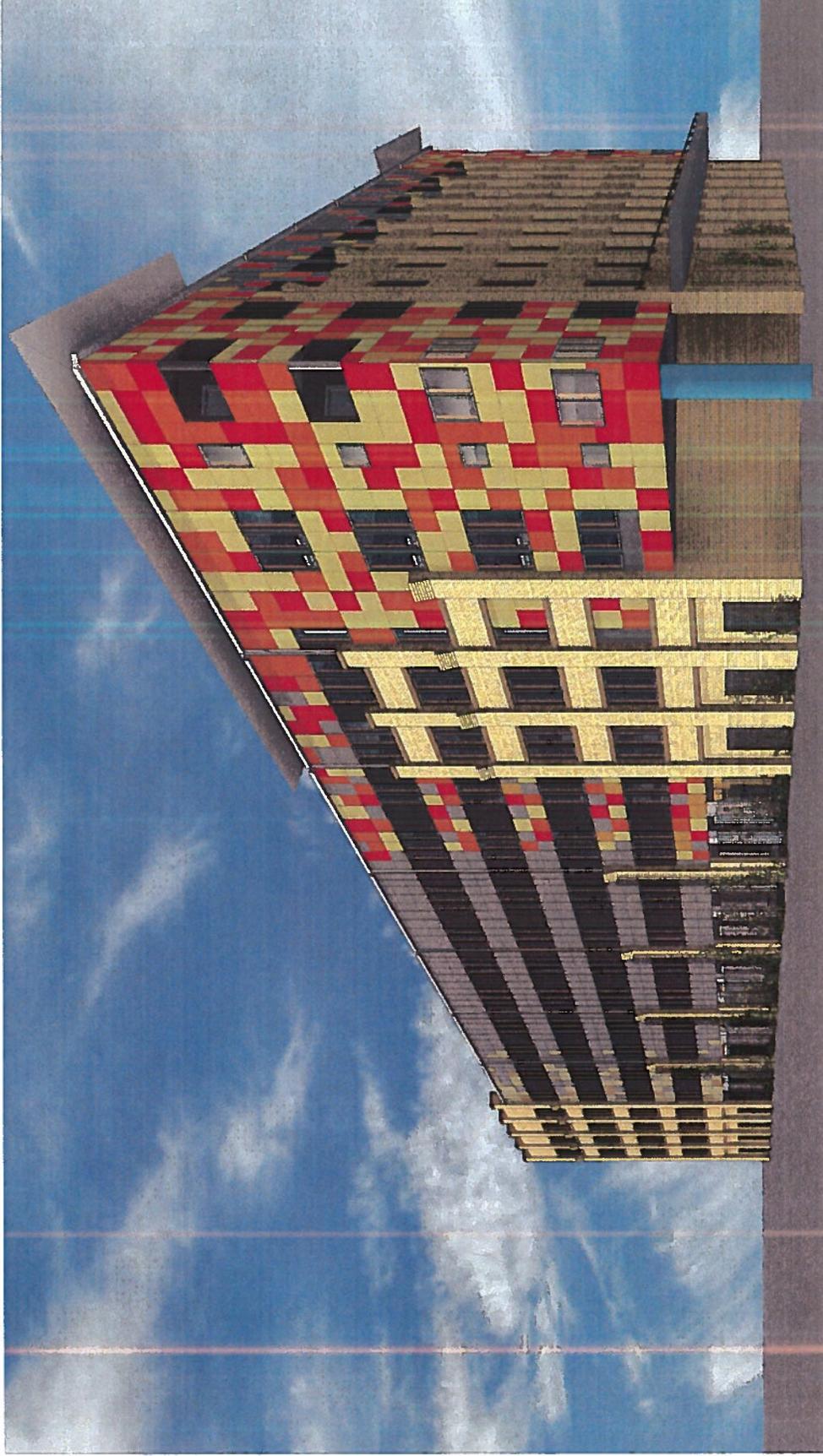


Preliminary  
concepts  
11.16.2018

CONCEPTUAL MODEL  
**MUSEUM REACH**  
**LOFTS**



PERSPECTIVE - SOUTHEAST ON W JONES AVE



Preliminary  
concepts  
11.16.2018

CONCEPTUAL MODEL  
**MUSEUM REACH**  
**LOFTS**

**Alamo**  
architects  
**MP**  
STUDIO



# SAWS IMPACT FEE ESTIMATE

March 26, 2019

Applicant Alamo Community Group For: ACG St. Mary's Place, LP.

Phone No. \_\_\_\_\_

Museum Reach MultiFamily Plat # 18-900005 recorded March 13, 2019 - 95 units- 1514 N St. Marys

WASTEWATER EDUs			
TYPE	Criteria	#	EDU

	DATE	ZONE	METER	EDU	Total
Domestic	Rate 7	Low	4"	50.00	\$229,850.00
Killing			2 - 5/8"	2	\$9,194.00
Irrigation	Rate 7	Low	1"	2.00	\$9,194.00
Fireline					\$0.00
Wastewater	Rate 7	Lower		48.5	\$72,992.50
Local Benefit					\$0.00

Total Service Cost Estimate \$302,842.50

*Remark: Requesting an estimate for 95 unit MultiFamily Unit with 1" irrigation meter. Impact Fee Rate is changing June 2019.*

*Sewer Calculations: 95 unit MultiFamily (master meter) X .5 = 47.5 + 1 EDU Office Bldg = 48.5 sewer EDUs.*

*Will be killing two existing water services ( 5/8" water meter each) and installing 4" domestic meter and if the water service lines are killed to the main then credits can be applied. Plans would need to state which service lines will be killed.*

*All installation charges shall be in accordance with current San Antonio Water System Regulations for water and wastewater service. This estimate is not intended to be an invoice for fees due to SAWS for water/wastewater service. Final costs may include other fees not identified in this estimate.*

Jackie Kneupper  
 San Antonio Water System  
 Counter Services  
[Jaclyn.Kneupper@saws.org](mailto:Jaclyn.Kneupper@saws.org)  
 210-233-3731

**EXHIBIT D**  
**CCHIP Agreement Term Sheet**



**CCHIP Agreement Term Sheet**  
**Museum Reach Lofts**

**Project Name and location:** Museum Reach Lofts is located at 1500 N. St. Mary's and 405 W. Jones within the Midtown TIRZ, and Council District 1.

**Project Description:** Construction of 95 new apartments (86 affordable units and 9 market-rate units) and structured parking for a total project cost of \$17,748,983. Construction is scheduled to commence in May 2019 and be complete by November 2020.

**Project Developer and POC:** Michael Shackelford, ACG St. Mary's GP, LLC  
 210-731-8030

<u>Incentive Package</u>	<u>Amount</u>	<u>Program Fees</u>
City Fee Waiver.....	27,431.00.....	100.00
SAWS Fee Waiver.....	295,988.00.....	100.00
10-year tax increment reimbursement grant .....	461,954.00.....	1,500.00
- Approximate value of reimbursement: \$923,907.00 less 50% CHDO property tax exemption		
- Subject to 25% contribution to affordable housing fund (not calculated above)		
Infrastructure Grant .....	0.00.....	0.00
- \$10,000 per affordable unit (Level 1 projects only)		
<b>TOTAL INCENTIVES AND PROGRAM FEES</b>	<b>\$785,373.00</b>	<b>\$1,700.00</b>

Program fees must be paid before execution of the final CCHIP agreement. All funding is subject to availability at the time of disbursement. The estimated tax reimbursement grant will be funded by the ad valorem tax increment generated by the project over the term of the grant. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation. The infrastructure grant is funded by the Inner City Incentive Fund and is subject to availability.

**Quoted incentives will be reserved for this project for up to 90 calendar days pending the execution of a CCHIP Incentive Agreement. If an Agreement has not been executed within 90 days from the receipt of this term sheet, then all quoted incentives will be forfeited and made available to other projects.**

Approvals:

  
 Christopher Lazaro, Redevelopment Officer      1/19/2019  
 \_\_\_\_\_  
 Date

  
 John Jacks, Director      1/19/2019  
 \_\_\_\_\_  
 Date

**EXHIBIT E**  
**Evidence of Base Year Ad Valorem Property**  
**Taxes**

Property Identification #: 111104	Property Information: 2019	Owner Identification #: 3135905
Geo ID: 00997-001-0010 Situs: 1500 N SAINT MARYS ST Address: SAN ANTONIO, TX 78215 Property Type: Real State Code: F1	Legal Description: NCB 997 BLK G LOT 1A 2A B2 Abstract: S00997 Neighborhood: NBHD code10063 Appraised Value: \$1,073,210.00 Jurisdictions: 06, 21, 57, CAD, 09, 08, 11, 10, SA031	Name: ACG ST MARYS PLACE LOFTS GP LLC Exemptions: DBA: Future Museum Reach Lofts (%)



Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

# Bexar CAD

Property Search > 111104 ACG ST MARYS PLACE LOFTS GP LLC for Year 2019 Tax Year:

## Property

### Account

Property ID:	111104	Legal Description:	NCB 997 BLK G LOT 1A 2A B2
Geographic ID:	00997-001-0010	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

### Protest

Protest Status:  
 Informal Date:  
 Formal Date:

### Location

Address:	1500 N SAINT MARYS ST SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

### Owner

Name:	ACG ST MARYS PLACE LOFTS GP LLC	Owner ID:	3135905
Mailing Address:	4100 E PIEDRAS DR STE 200 SAN ANTONIO, TX 78228-1415	% Ownership:	100.000000000000%

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$615,830	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$457,380	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
-----			
(=) Market Value:	=	\$1,073,210	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$1,073,210	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$1,073,210	

## Taxing Jurisdiction

Owner: ACG ST MARYS PLACE LOFTS GP LLC

% Ownership: 100.0000000000%

Total Value: \$1,073,210

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.023668	\$1,073,210	\$1,073,210	\$254.01	
08	SA RIVER AUTH	0.018580	\$1,073,210	\$1,073,210	\$199.40	
09	ALAMO COM COLLEGE	0.149150	\$1,073,210	\$1,073,210	\$1,600.69	
10	UNIV HEALTH SYSTEM	0.276235	\$1,073,210	\$1,073,210	\$2,964.58	
11	BEXAR COUNTY	0.277429	\$1,073,210	\$1,073,210	\$2,977.40	
21	CITY OF SAN ANTONIO	0.558270	\$1,073,210	\$1,073,210	\$5,991.41	
57	SAN ANTONIO ISD	1.562600	\$1,073,210	\$1,073,210	\$16,769.98	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,073,210	\$1,073,210	\$0.00	
SA031	San Antonio TIF #31 Midtown	0.000000	\$1,073,210	\$1,073,210	\$0.00	
Total Tax Rate:		2.865932				
					Taxes w/Current Exemptions:	\$30,757.47
					Taxes w/o Exemptions:	\$30,757.47

### Improvement / Building

**Improvement #1:** Commercial State Code: F1 Living Area: 5173.0 sqft Value: \$599,980

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - G	CB	1954	2896.9
300	RESEARCH/ENGINEERING	C - G	CB	1954	2276.1
CNP	Canopy	* - A		2009	60.0
CNP	Canopy	* - A		2009	198.7
CNP	Canopy	* - A		2009	33.0

**Improvement #2:** Commercial State Code: F1 Living Area: sqft Value: \$2,780

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	390.0

**Improvement #3:** Commercial State Code: F1 Living Area: sqft Value: \$13,070

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	8512.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.3500	15246.00	0.00	0.00	\$457,380	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$615,830	\$457,380	0	1,073,210	\$0	\$1,073,210
2018	\$202,420	\$439,090	0	641,510	\$0	\$641,510
2017	\$306,040	\$335,410	0	641,450	\$0	\$641,450
2016	\$261,000	\$335,410	0	596,410	\$0	\$596,410
2015	\$106,050	\$304,920	0	410,970	\$0	\$410,970

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/31/2018	GWD	General Warranty Deed	MYERS RIVERWALK INVESTMENTS LLC	ACG ST MARYS PLACE LOFTS GP LLC			20180152236
2	12/24/2008	WD	Warranty Deed	DRJJ PROPERTIES LP	MYERS RIVERWALK INVESTMENTS LLC	13805	0166	20080271866
3	12/7/2007	WD	Warranty Deed	G & R INTRNL INC	DRJJ PROPERTIES LP	13257	0368	20070285167

**2019 data current as of Apr 2 2019 12:42AM.**

**2018 and prior year data current as of Mar 8 2019 5:08PM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**

Property Identification #: 111109	Property Information: 2019	Owner Identification #: 3135905
Geo ID: 00997-001-0050 Situs: 405 W JONES AVE SAN Address: ANTONIO, TX 78215 Property Type: Real State Code: F1	Legal Description: NCB 997 BLK G LOT E 126.2 FT. OF C OR A-14 & A-15 Abstract: S00997 Neighborhood: NBHD code10063 Appraised Value: \$587,470.00 Jurisdictions: 06, 10, 09, 11, CAD, 57, 21, 08, SA031	Name: ACG ST MARYS PLACE LOFTS GP LLC Exemptions: DBA: Future Museum Reach Lofts (%)



BCAD, Texas Parks & Wildlife, Esri.

Bexar CAD Map Search

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# Bexar CAD

Property Search Results > **111109 ACG ST MARYS PLACE** Tax Year:   
**LOFTS GP LLC for Year 2019**

## Property

### Account

Property ID:	111109	Legal Description:	NCB 997 BLK G LOT E 126.2 FT. OF C OR A-14 & A-15
Geographic ID:	00997-001-0050	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

### Protest

Protest Status:  
 Informal Date:  
 Formal Date:

### Location

Address:	405 W JONES AVE SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

### Owner

Name:	ACG ST MARYS PLACE LOFTS GP LLC	Owner ID:	3135905
Mailing Address:	4100 E PIEDRAS DR STE 200 SAN ANTONIO, TX 78228-1415	% Ownership:	100.0000000000%
		Exemptions:	

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$219,070	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$368,400	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
-----			
(=) Market Value:	=	\$587,470	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$587,470	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$587,470	

## Taxing Jurisdiction

Owner: ACG ST MARYS PLACE LOFTS GP LLC  
 % Ownership: 100.000000000000%  
 Total Value: \$587,470

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$587,470	\$587,470	\$139.04
08	SA RIVER AUTH	0.018580	\$587,470	\$587,470	\$109.15
09	ALAMO COM COLLEGE	0.149150	\$587,470	\$587,470	\$876.21
10	UNIV HEALTH SYSTEM	0.276235	\$587,470	\$587,470	\$1,622.80
11	BEXAR COUNTY	0.277429	\$587,470	\$587,470	\$1,629.81
21	CITY OF SAN ANTONIO	0.558270	\$587,470	\$587,470	\$3,279.67
57	SAN ANTONIO ISD	1.562600	\$587,470	\$587,470	\$9,179.81
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$587,470	\$587,470	\$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	\$587,470	\$587,470	\$0.00
Total Tax Rate:		2.865932			
Taxes w/Current Exemptions:					\$16,836.49
Taxes w/o Exemptions:					\$16,836.49

**Improvement / Building**

**Improvement #1:** Commercial State Code: F1 Living Area: 6724.0 sqft Value: \$210,660

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - G	CB	1950	6724.0

**Improvement #2:** Commercial State Code: F1 Living Area: sqft Value: \$7,480

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	4000.0

**Improvement #3:** Commercial State Code: F1 Living Area: sqft Value: \$930

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	800.0

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.2819	12280.00	0.00	0.00	\$368,400	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$219,070	\$368,400	0	587,470	\$0	\$587,470
2018	\$204,350	\$353,660	0	558,010	\$0	\$558,010
2017	\$186,430	\$270,160	0	456,590	\$0	\$456,590
2016	\$89,340	\$270,160	0	359,500	\$0	\$359,500
2015	\$39,080	\$245,600	0	284,680	\$0	\$284,680

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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1	7/31/2018	GWD	General Warranty Deed	HAGAN ROBERT L & KINNEY SUSAN M	ACG ST MARYS PLACE LOFTS GP LLC	20180152556
2	9/8/1991	WL	Will	HAGAN ROBERT L & KINNEY SUSAN M	HAGAN ROBERT L & KINNEY SUSAN M	
3	5/10/2001	Deed	Deed		HAGAN, ROBERT L &	8875 0971 0

**2019 data current as of Apr 2 2019 12:42AM.**

**2018 and prior year data current as of Mar 8 2019 5:08PM**

**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 > 111109 HAGAN ROBERT L & KINNEY SUSAN M for Year 2018

Tax Year:

### Property

#### Account

Property ID:	111109	Legal Description:	NCB 997 BLK G LOT E 126.2 FT. OF C OR A-14 & A-15
Geographic ID:	00997-001-0050	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

#### Protest

Protest Status:  
 Informal Date:  
 Formal Date:

#### Location

Address:	405 W JONES AVE SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

#### Owner

Name:	HAGAN ROBERT L & KINNEY SUSAN M	Owner ID:	3075393
Mailing Address:	& HAGAN MARY E EST OF 405 W JONES AVE SAN ANTONIO, TX 78215-1407	% Ownership:	100.0000000000%

Exemptions:

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$204,350	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$353,660	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
-----			
(=) Market Value:	=	\$558,010	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$558,010	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$558,010	

### Taxing Jurisdiction

Owner: HAGAN ROBERT L & KINNEY SUSAN M  
 % Ownership: 100.0000000000%  
 Total Value: \$558,010

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$558,010	\$558,010	\$132.07
08	SA RIVER AUTH	0.018580	\$558,010	\$558,010	\$103.68
09	ALAMO COM COLLEGE	0.149150	\$558,010	\$558,010	\$832.27
10	UNIV HEALTH SYSTEM	0.276235	\$558,010	\$558,010	\$1,541.42
11	BEXAR COUNTY	0.277429	\$558,010	\$558,010	\$1,548.08
21	CITY OF SAN ANTONIO	0.558270	\$558,010	\$558,010	\$3,115.20
57	SAN ANTONIO ISD	1.562600	\$558,010	\$558,010	\$8,719.47
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$558,010	\$558,010	\$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	\$558,010	\$558,010	\$0.00
Total Tax Rate:		2.865932			
Taxes w/Current Exemptions:					\$15,992.19
Taxes w/o Exemptions:					\$15,992.19

### Improvement / Building

**Improvement #1:** Commercial State Code: F1 Living Area: 6724.0 sqft Value: \$196,270

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - G	CB	1950	6724.0

**Improvement #2:** Commercial State Code: F1 Living Area: sqft Value: \$7,190

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	4000.0

**Improvement #3:** Commercial State Code: F1 Living Area: sqft Value: \$890

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	800.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.2819	12280.00	0.00	0.00	\$353,660	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$219,070	\$368,400	0	587,470	\$0	\$587,470
2018	\$204,350	\$353,660	0	558,010	\$0	\$558,010
2017	\$186,430	\$270,160	0	456,590	\$0	\$456,590
2016	\$89,340	\$270,160	0	359,500	\$0	\$359,500
2015	\$39,080	\$245,600	0	284,680	\$0	\$284,680

### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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1	7/31/2018	GWD	General Warranty Deed	HAGAN ROBERT L & KINNEY SUSAN M	ACG ST MARYS PLACE LOFTS GP LLC	20180152556
2	9/8/1991	WL	Will	HAGAN ROBERT L & KINNEY SUSAN M	HAGAN ROBERT L & KINNEY SUSAN M	
3	5/10/2001	Deed	Deed		HAGAN, ROBERT L &	8875 0971 0

**2019 data current as of Apr 2 2019 12:42AM.**

**2018 and prior year data current as of Mar 8 2019 5:08PM**

**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 > 111104 MYERS RIVERWALK INVESTMENTS LLC for Year 2018

Tax Year:

### Property

#### Account

Property ID:	111104	Legal Description:	NCB 997 BLK G LOT 1A 2A B2
Geographic ID:	00997-001-0010	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	40134
Property Use Code:	400		
Property Use Description:	OFFICE		

#### Protest

Protest Status:  
 Informal Date:  
 Formal Date:

#### Location

Address:	1500 N SAINT MARYS ST SAN ANTONIO, TX 78215	Mapsc0:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

#### Owner

Name:	MYERS RIVERWALK INVESTMENTS LLC	Owner ID:	2745360
Mailing Address:	1500 N SAINT MARYS ST SAN ANTONIO, TX 78215-1412	% Ownership:	100.000000000000%

Exemptions:

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$202,420	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$439,090	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>
-----			
(=) Market Value:	=	\$641,510	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$641,510	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$641,510	

### Taxing Jurisdiction

Owner: MYERS RIVERWALK INVESTMENTS LLC

% Ownership: 100.0000000000%

Total Value: \$641,510

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.023668	\$641,510	\$641,510	\$151.83	
08	SA RIVER AUTH	0.018580	\$641,510	\$641,510	\$119.19	
09	ALAMO COM COLLEGE	0.149150	\$641,510	\$641,510	\$956.81	
10	UNIV HEALTH SYSTEM	0.276235	\$641,510	\$641,510	\$1,772.08	
11	BEXAR COUNTY	0.277429	\$641,510	\$641,510	\$1,779.74	
21	CITY OF SAN ANTONIO	0.558270	\$641,510	\$641,510	\$3,581.35	
57	SAN ANTONIO ISD	1.562600	\$641,510	\$641,510	\$10,024.24	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$641,510	\$641,510	\$0.00	
SA031	San Antonio TIF #31 Midtown	0.000000	\$641,510	\$641,510	\$0.00	
Total Tax Rate:		2.865932				
					Taxes w/Current Exemptions:	\$18,385.24
					Taxes w/o Exemptions:	\$18,385.24

### Improvement / Building

All improvements valued at income

Improvement #1: Commercial State Code: F1 Living Area: 5173.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - G	CB	1954	2896.9
300	RESEARCH/ENGINEERING	C - G	CB	1954	2276.1
CNP	Canopy	* - A		2009	60.0
CNP	Canopy	* - A		2009	198.7
CNP	Canopy	* - A		2009	33.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	390.0

Improvement #3: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	8512.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.3500	15246.00	0.00	0.00	\$439,090	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$615,830	\$457,380	0	1,073,210	\$0	\$1,073,210
2018	\$202,420	\$439,090	0	641,510	\$0	\$641,510
2017	\$306,040	\$335,410	0	641,450	\$0	\$641,450
2016	\$261,000	\$335,410	0	596,410	\$0	\$596,410

2015	\$106,050	\$304,920	0	410,970	\$0	\$410,970
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**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/31/2018	GWD	General Warranty Deed	MYERS RIVERWALK INVESTMENTS LLC	ACG ST MARYS PLACE LOFTS GP LLC			20180152236
2	12/24/2008	WD	Warranty Deed	DRJJ PROPERTIES LP	MYERS RIVERWALK INVESTMENTS LLC	13805	0166	20080271866
3	12/7/2007	WD	Warranty Deed	G & R INTRNL INC	DRJJ PROPERTIES LP	13257	0368	20070285167

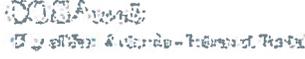
**2019 data current as of Apr 2 2019 12:42AM.**

**2018 and prior year data current as of Mar 8 2019 5:08PM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**

**EXHIBIT F**  
**Fee Waiver Transmittal**



Monday, March 11, 2019

sanantonio.gov

Report a Problem | Help

ICRIP Home | Search | Active SAWS Waivers Report | About To Expire Report

Fee Waiver Program Admin Welcome Karla

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
8/9/2018 9:21:12 AM	1/1/2019	Approved	8/15/2018 1:59:35 PM	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> SAWS <input checked="" type="checkbox"/> Council Approved <input type="checkbox"/> Homeowner <input 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):

Zoning Verification 8/9/18.ZV 8/15/18.The subject property is zoned FBZ T5-1 and multi-family is allowed 8/15/18. Pending SAWS Waiver for \$295,988 upon Council Approval. Non payment subject to cancellation 8/21/18. Paid 8/21/18.Initial request \$70,735.00.

Save Back To Home

[Activity History](#)

SAWS

SAWS Waived Amount: Update SAWS Waiver Admin Fee- Date Paid: Renewal:  1st(No cost)  2nd  3rd

CITY

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

Fee Waiver Program Form Information WaiverId 2546

No attachment record was found.

City Status: ACTIVE  
SAWS Status: EXPIRED

APPLICANT INFORMATION

Project Owner: Alamo Area Mutual Housing Association, DBA Alamo Con

Project Type: Non-profit Organization

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: 8/9/2018 9:21:12 AM

Last Modified By: 135119

Last Modified Date: 3/11/2019 3:34:44 PM

Request Status: Approved

Status Date: 8/15/2018 1:59:35 PM

Ordinance Number:

Zoning Verification 8/9/18.ZV 8/15/18.The subject property is zoned FBZ T5-1 and multi-family is allowed 8/15/18. Pending SAWS Waiver for \$295,988 upon Council Approval. Non payment subject to cancellation 8/21/18. Paid 8/21/18.Initial request \$70,735.00.

Status Reason: 8/15/18. Pending SAWS Waiver for \$295,988 upon Council Approval. Non payment subject to cancellation 8/21/18. Paid 8/21/18.Initial request \$70,735.00.

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: Yes

Est. Claim Date: 1/1/2019

City Approved: Yes

SAWS Approved: Yes

City Expiration Date:

SAWS Expiration Date:

Homeowner: No

ED Industry: No

CCHIP Project: No

Other CCDO Project: No

ED Small Business: No

Historic Rehab: No

CCHIP Project 2018: No

Legacy Business: No