BMK/rg
9/16/10
#6

AN ORDINANCE 2010-09-16-0791

ESTABLISHING NEW FEES AND AMENDING FEES AS INCLUDED WITHIN THE FISCAL YEAR 2011 PROPOSED BUDGET WITHIN THE GENERAL FUND DEPARTMENTS OF FIRE, LIBRARY, AND PARKS AND RECREATION AND WITHIN THE RESTRICTED FUNDS OF AIRPORT OPERATING & MAINTENANCE, HOTEL OCCUPANCY TAX, MARKET SQUARE, PARKING, AND DEVELOPMENT SERVICES; AND AMENDING THE CITY CODE TO REFLECT SUCH CHANGES

* * * * *

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

SECTION 1. Fees within the General Fund Departments of Fire, Library, and Parks and Recreation and within the restricted funds of Airport Operating & Maintenance, Hotel Occupancy Tax, Market Square, Parking, and Development Services are hereby established or revised as provided for in Attachments A through I, inclusive, as follows:

Fees	Attachment
General Fund	
Fire Department	A
Library Department	B
Parks & Recreation	C
Airport Operating & Maintenance Fund	
Aviation Department	D
Hotel Occupancy Tax Fund	
Convention & Visitor's Bureau Department	E
Convention, Sports & Entertainment Facilities Department	F
Planning & Development Services Fund	
Development Services Department	G
Market Square Fund	
Downtown Operations Department	H
Parking Fund	
Downtown Operations Department	I

Attachments A through I are hereby incorporated herein for all purposes.

SECTION 2. The publisher of the City Code of San Antonio, Texas is hereby authorized to revise the City Code to reflect changes provided for in the Attachments, as applicable; to correct

typographical errors where necessary; and to format and number paragraphs to conform to the existing Code.

SECTION 3. Should any portion of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 4. It is officially found, determined and declared, as a matter of legislative finding, that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including consideration and adoption of this Ordinance was appropriately given, all as required by law, including Texas Government Code Chapter 551.

SECTION 5. This ordinance shall take effect October 1, 2010.

PASSED and APPROVED this 16th day of September, 2010.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 6

Name:	6
Date:	09/16/2010
Time:	10:55:44 AM
Vote Type:	Motion to Approve
Description:	Consideration of Ordinances establishing new fees and amending fees as included within the Fiscal Year 2011 Proposed Budget within the General Fund Departments of Fire, Library, and Parks and Recreation and within the restricted funds of Airport Operating & Maintenance, Hotel Occupancy Tax, Market Square, Parking, and Development Services; and amending the City Code to reflect such changes. [Sheryl Sculley, City Manager; Maria Villagomez, Director, Management and Budget]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

ATTACHMENT A

MODIFYING FEES ASSOCIATED WITH THE SAN ANTONIO FIRE DEPARTMENT

SECTION 1. Subsection 11-16(a)(13)(d) of the City Code of San Antonio, Texas is hereby established, as follows:

d. Fire Alarm Fast Track Permit. A fee of one hundred dollars ($100.00) is required to begin work prior to plan review. The permit shall have a 45-day expiration, with no renewal, unless approved by the Fire Marshal or his/her designee.

SECTION 2. Subsection 11-16(a)(14) of the City Code of San Antonio, Texas is hereby amended, in its entirety, as follows:

(14) Float and food booth permit:
a. per day, if prepaid: $30.00, plus the technology fee provided for in Section 21-161 of this code
b. per day, if collected on site: $40.00, which includes the technology fee provided for in Section 21-161 of this code

SECTION 3. Subsection 11-16(a)(22) of the City Code of San Antonio, Texas is hereby established, as follows:

(22) Permit Extension Fee. A permit extension fee of one half of the amount of the original permit fee is required for the extension of a valid construction-related permit (sprinkler, fire alarm, fixed extinguishing systems, etc.) for a period of no more than one hundred and eighty (180) days.

SECTION 4. Subsection 11-16(a)(15) of the City Code of San Antonio, Texas is hereby amended, in its entirety, as follows:

(15) Bonfire permit, per event: $264.50, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

SECTION 5. Subsection 11-16(a)(11)(d) of the City Code of San Antonio, Texas is hereby rescinded.

SECTION 6. Subsection 11-16(a)(16) of the City Code of San Antonio, Texas is hereby amended, in its entirety, as follows:

(16) Fireworks

a. Fireworks (large or 1.3G) display permit

i. per event: $264.50, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

b. Pyrotechnics (small, 1.4G or pyrotechnics special effects) display permit

i. per day: $150.00, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

ii. maximum, per event: $450.00, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

c. Flame effect (proximate audience) display permit

i. per day: $150.00, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

ii. maximum, per event: $450.00, plus the fire watch fees provided for in Subsection 11-16(k)(2) of this code

SECTION 7. Subsections 11-57(a) and 11-57(b) of the City Code of San Antonio, Texas are hereby amended, in their entirety, as follows:

(a) Any citizen of the city may give a public fireworks display, provided he secures a permit therefor from the Fire Marshal or his/her designee, as provided in this section. Application therefor shall be addressed to the Fire Marshal, shall state the name and residence of the applicant, the time and place of the proposed exhibition, a description of the kind, character and quantity of the fireworks intended to be displayed, and shall be accompanied by a cashier's or certified check for the amount of the fireworks permit fee.

(b) The Fire Marshal or his/her designee shall grant or reject such application as he sees fit in the reasonable exercise of his discretion. If same is rejected, the check for the amount of the fireworks permit fee shall be returned to the applicant; if it is granted, such check shall be retained as a fee for the permit.

SECTION 8. Subsection 11-57(e) of the City Code of San Antonio, Texas is hereby rescinded.

SECTION 9. Subsection 11-16(l) of the City Code of San Antonio, Texas is hereby rescinded.

SECTION 10. Section 11-19 of the City Code of San Antonio, Texas is hereby amended, in its entirety, as follows:

The fee for duplicating dispatch recordings of the emergency medical services division of the fire department shall be that amount authorized to be charged by the provisions of Chapter 552 of the Texas Government Code.

SECTION 11. Section 15-3 of the City Code of San Antonio, Texas is hereby amended, in its entirety, as follows:

(a) The fee for the transportation (transport) of patients requiring basic life support emergency medical services is four hundred ninety-five dollars ($495.00) per patient plus twelve dollars ($12.00) per mile. The fee for the transportation (transport) of patients requiring advanced life support level I emergency medical services is five hundred thirty dollars ($530.00) per patient plus twelve dollars ($12.00) per mile. The fee for the transportation (transport) of patients requiring advanced life support level II emergency medical services is seven hundred fifteen dollars ($715.00) per patient plus twelve dollars ($12.00) per mile. In addition to the transportation fee, a surcharge of one hundred dollars ($100.00) is assessed to each nonresident patient who is transported for emergency medical services. A nonresident is any person who does not permanently reside within the territorial limits of the city or who resides within the territorial limits of an adjoining incorporated city which does not have a contract with the city to provide emergency medical services.

(b) The fee for an emergency medical services call which does not require transportation (nontransport) is eighty-five dollars ($85.00) per patient.

(c) The fee for the transportation of a deceased person to the morgue is seventy dollars ($70.00).

(d) There is hereby established the following schedule of fees to be paid to the city by each patient who is provided or administered the listed emergency medical supplies, medications, or services, per each use:

	Per Use
(1) Albuterol	$5.00
(2) Dextrose	$5.00
(3) Epinephrine	$5.00
(4) Atrophine	$5.00
(5) Naloxone	$10.00
(6) Normal saline	$5.00
(7) Bandaging	$10.00
(8) Intravenous line	$10.00
(9) Oxygen and related supplies	$15.00
(10) Electrocardiogram monitor and electrocardiogram related supplies	$35.00
(11) Amiodarone	$170.00
(12) Spinal immobilization (blocks, straps, cervical collar, and backboard)	$20.00
(13) Bag valve unit mask	$10.00
(14) Yellow blanket	$3.00
(15) Air splint	$10.00
(16) Laryngoscope blade	$5.00
(17) EZ-Intraosseus (IO) needle	$125.00
(18) Glucagon	$100.00
(19) Analgesic medication	$10.00

(20) CPAP mask & CPAP valve	$40.00
(21) Endo-tracheal tube checker	$15.00
(22) Endo-tracheal tubes	$15.00
(23) King tube	$40.00
(24) Diazepam	$175.00

SECTION 12. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT B

REVISING AND INCREASING FEES FOR THE LIBRARY DEPARTMENT

SECTION 1. Section 2-11(a) of the City Code of the City of San Antonio shall be amended to read as follows:

(a) The City of San Antonio Central Library meeting room rental and associated fees are hereby authorized shown in the following tables I and II:

Table I

Meeting Room Rental	Commercial			Non-Profit		
	0 – 3 hours	**3 – 5 hours**	5+ hours	**0 – 3 hours**	**3 – 5 hours**	5+ hours
Auditorium	$250.00	$450.00	$800.00	**$150.00**	**$250.00**	$600.00
Foyer	150.00	250.00	400.00	75.00	125.00	250.00
Auditorium/Foyer Combo	325.00	500.00	1,000.00	**175.00**	**325.00**	**650.00**
East Terrace	200.00	400.00	700.00	**125.00**	**250.00**	**500.00**
West Terrace	250.00	450.00	800.00	**150.00**	**300.00**	**600.00**
East/West Terrace	400.00	800.00	1,250.00	**250.00**	**500.00**	**1,000.00**
Fourth/Fifth Floor Terrace Combo	250.00	450.00	800.00	125.00	225.00	500.00
Chihuly Area	150.00	250.00	400.00	75.00	125.00	250.00
Gallery (after hours)	**200.00**	**450.00**	**750.00**	**125.00**	**250.00**	**500.00**
Board Room	**60.00 (0 - 2 hours)**	**120.00 (2 – 4 hours)**	**180.00 (4 plus hours)**	**40.00 (0 – 2 hours)**	**80.00 (3 – 4 hours)**	100.00 **(4 plus hours)**
Conference Room	30.00	60.00	100.00	15.00	30.00	60.00
Story Room (restricted availability)	50.00	100.00	175.00	25.00	50.00	100.00
Lawn	30.00	60.00	100.00	15.00	30.00	60.00

Entire Facility (after hours)	$3,000.00	$2,000.00

Table II

Associated Fees		
Equipment Services	LCD Projector/Auditorium	40.00
	LCD Projector/Conference Room	30.00
	LCD/PC combo	50.00
	TV/DVD combo	30.00
	TV/VCR combo	30.00
	Large Screen Television	50.00
	Portable Podium System	50.00
	5-CD Player/Receiver/Speakers	30.00
	Microphones	1st-free; $10.00 each additional
	Wireless Microphone	20.00
	Slide Projector	20.00
	Auditorium White Board	10.00
	Overhead	10.00
	Easel	5.00
	Coffee Service	30.00
	Portable Awnings	30.00
Additional Personnel/ Service Fees	Security	$20.00/hr
	Maintenance	**$20.00/hr**
	Outside/Off-List Catering Fee	20.00 convenience fee + 15% food and 20% beverage commission
	Libro the Lion Appearance	50.00

SECTION 2. Section 2-11(d) of the City Code of the City of San Antonio shall be amended to read as follows:

(d) Rental fees for branch library spaces are hereby authorized as shown below:

Landa Gardens and Igo Auditorium rentals	COMMERCIAL			NON-PROFIT		
	0 – 2 hours	**2 – 4 hours**	**4 plus hours**	**0 - 2 hours**	**2 – 4 hours**	**4 plus hours**
Landa Gardens (Grounds and Pavilion)	**$300.00**	**$625.00**	**$1000.00**	**$150.00**	**$400.00**	**$800.00**
Igo Auditorium (Entire)	80.00	140.00	260.00	30.00	60.00	120.00
Igo Auditorium (Half)	40.00	70.00	130.00	15.00	30.00	60.00

(1) The rental fee for Landa Terrace shall be forty dollars ($40.00) per hour for all users.

(2) The rental fee for all other branch meeting rooms shall be twenty dollars ($20.00) per hour for all users.

SECTION 3. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT C

AMENDING AND DELETING VARIOUS FEES CHARGED FOR PARKS AND RECREATION RELATED PROGRAMS, SERVICES, FACILITIES AND CLASSES THROUGH THE PARKS AND RECREATION DEPARTMENT

Chapter 22 PARKS AND RECREATION

SECTION 1. Section 22-2 of the City Code of the City of San Antonio, *Vendors operating in parks,* is hereby amended as follows:

The permit fee for each three-month period shown under subsections (a) (7) and (a) (8) shall be increased from $185.00 to $225.00.

SECTION 2. Section 22-8 of the City Code of the City of San Antonio, *Party facilities rental fees,* is hereby amended as follows and all other fees contained in Section 22-8 shall remain unchanged:

(1) Olmos Party House: One hundred dollars ($100.00) for four (4) hours and thirty dollars ($30.00) for each additional hour.
(2) Woodlawn Lake Island House: One hundred dollars ($100.00) for four (4) hours and thirty dollars ($30.00) for each additional hour.
(3) Community event facility reservation fee: One hundred fifty dollars ($150.00) for four (4) hours and thirty dollars ($30.00) for each additional hour.

SECTION 3. Section 22-10 of the City Code of the City of San Antonio, *Fee for use of park pavilions,* is hereby amended as follows and all other fees contained in Section 22-10 shall remain unchanged:

(a) A reservation use fee of fifty dollars ($50.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour on Monday through Thursday; and One hundred dollars ($100.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour on Friday, Saturday, Sunday and holidays for park pavilions is hereby authorized. Users may reschedule use of the pavilion one (1) time with no charge by giving a minimum of thirty (30) days notice. One-half (½) of the reservation use fee will be refunded if use of the pavilion is canceled prior to thirty (30) days of the scheduled use. No refunds will be made if less than thirty (30) days notice of cancellation is given.

(b) Koehler picnic area and pavilion reservation fees are as follows:

(1) Monday through Thursday before 5:00 p.m.: Seventy dollars ($70.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour.

(2) Monday through Thursday after 5:00 p.m.: One hundred twenty dollars ($120.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour.

(3) Friday through Sunday or holidays: One hundred twenty dollars ($120.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour.

(c) Graff Pavilion reservation fees are as follows:

(1) Monday through Thursday 8:00 a.m. to 5:00 p.m... $70.00

(2) Monday through Thursday after 5:00 p.m... $120.00

(3) Friday, Saturday, Sunday and Holidays, anytime...$120.00

(4) Organized special events, anytime...$150.00

(5) Youth, senior and school groups, anytime...$60.00

(6) Additional per use fee of the kitchen area in connection with any reservation, anytime...$90.00

(d) Cypress Pavilion reservation fees are as follows:

(1) Monday through Thursday before 5:00 p.m.: Fifty dollars ($50.00) for the first four (4) hours and thirty dollars ($30.00) per hour for each additional hour.

(2) Monday through Thursday after 5:00 p.m.: One hundred dollars ($100.00) for the first four (4) hours and thirty dollars ($30.00) per hour additional hour.

(3) Friday through Sunday or holidays: One hundred dollars ($100.00) for the first four (4) hours and thirty dollars ($30.00) per hour additional hour.

SECTION 4. Section 22-11 of the City Code of the City of San Antonio, *Fee for use of Mateo Camargo Park,* is hereby amended as follows and all other fees contained in Section 22-11 shall remain unchanged:

(a) Fees for use of Mateo Camargo Park shall be as follows:

(1) Attendance four hundred (400) or less: $375.00

(2) Attendance four hundred and one (401) to one thousand (1,000): $700.00

(3) Attendance one thousand and one (1,001) or more: $1,100.00

(4) Pavilion only: $275.00

SECTION 5. Section 22-12 of the City Code of the City of San Antonio, *Fee for use of Rosedale Park mass picnic facility,* is hereby amended as follows and all other fees contained in Section 22-12 shall remain unchanged:

(a) Fees for the use of Rosedale Park mass picnic facility shall be as follows:

(1) Attendance four hundred (400) or less: $575.00

(2) Attendance four hundred and one (401) to one thousand (1,000): $1,100.00

(3) Attendance one thousand and one (1,001) or more: $1,700.00

(4) Pavilion only: $275.00

SECTION 6. Section 22-13 of the City Code of the City of San Antonio, *Admission fees for San Antonio Natatorium,* is hereby amended to include the following new and increased fees and all other fees contained in Section 22-13 shall remain unchanged:

(a) The parks and recreation department is hereby authorized to charge the fees set by the following schedule for admission to San Antonio Natatorium.

(2) Persons aged eighteen (18) to fifty-nine (59) years ...$3.00

(3) Persons aged sixty (60) years and over. . . $2.00

(b) The parks and recreation department is hereby authorized to charge the following special group rates for use of the San Antonio Natatorium:

(3) Special group rate, exclusive use, eight hour minimum, per day...$200.00

(4) A group rate damage/cleanup deposit of five hundred dollars ($500.00) is hereby authorized to be collected at the time reservation for aforesaid facilities is made. Said damage/cleanup deposit is refundable to the user in whole or in part based on the condition rented premises are in after a reserved event. The amount of damage/cleanup deposit refunded to the user shall be determined by the director of parks and recreation or his designee and shall be based on policies established for each facility.

(g) Adults [age eighteen (18) to fifty-nine (59)] may purchase an adult swim pass good for twenty (20) admissions to the San Antonio Natatorium for fifty dollars ($50.00). The adult swim pass must be used within ninety (90) days of issuance and will expire ninety (90) days after the date of issuance regardless of the number of admissions utilized.

SECTION 7. Section 22-14 of the City Code of the City of San Antonio, *Admission fees for San Antonio Botanical Center*, is hereby amended as follows:

(a) The parks and recreation department is hereby authorized to charge admission fees to the San Antonio Botanical Center and use fees for said facility as follows:

(1) General admission, ages three (3) through thirteen (13)... $5.00

(2) General admission, fourteen (14) through sixty-four (64)... $8.00

(3) General admission, age sixty-five (65) and over...$6.00

(4) Group rate (fifteen (15) or more persons), ages three (3) through thirteen (13)... $4.00

(5) Group rate (fifteen (15) or more persons), age fourteen (14) and over... $7.00

(6) Student/active military...$6.00

SECTION 8. Section 22-16 of the City Code of the City of San Antonio, *Adult athletic participation fee*, is hereby amended to include the following new and increased fees and all other fees contained in Section 22-16 shall remain unchanged:

In table inset:

Adult Softball	Four hundred dollars ($400.00)
Youth Softball	Three hundred fifty dollars ($350.00)
Adult Kickball	Two hundred eighty-five dollars ($285.00)

- **Adult Basketball in table inset is hereby deleted.**

SECTION 9. Section 22-17 of the City Code of the City of San Antonio, *Park usage fee for special events*, is hereby amended to include the following new and increased fees and all other fees contained in Section 22-17 shall remain unchanged:

(b) A park usage fee for special events within city parks shall be charged per day per event. These fees are as follows:

(1) Small events with minimum set up requirements:

(a) Family events. . . $50.00

(b) Organization/company events. . . $75.00

SECTION 10. Section 22-18 of the City Code of the City of San Antonio, *Stage facility user fees,* is hereby amended as follows:

The parks and recreation department is hereby authorized to charge the stage facility user fees set by the following schedule:

(1) Showmobile and stagemobile, per 8 hours…$650.00, plus $50.00 for each hour over 8

(2) Reserved

(3) Reserved

(4) Mini-stage (no sound equipment or technician), per day…$275.00

(5) Audio equipment rental, per set up…$300.00

(6) Stage extension fee…$175.00

SECTION 11. Section 22-21.1 of the City Code of the City of San Antonio, *Participation Fees*, is hereby amended to include the following new and increased fees and all other fees contained in Section 22-21.1 shall remain unchanged, except as stated in SECTION 17:

(a) Reserved

(b) A supply fee of six dollars ($6.00) will be charged per sport to each participant enrolled in an organized youth sports program.

(d) A youth league participation fee of six dollars ($6.00) will be charged to each participant per league season registration.

(e) The fee for cultural based instructional classes shall be sixty dollars ($60.00) per Adult (age 18 to 59) per participant per class; thirty dollars ($30.00) per Youth and persons age 60 and over, per participant per class; fifteen dollars ($15.00) per Youth each additional class, same youth; and, twenty-five dollars ($25.00) for each additional youth family member.

(f) Reserved

(g) Recreation program holiday/spring break camp supply fee of three dollars ($3.00) per day per participant per class.

(h) Adult and senior program participation fee of ten dollars ($10.00) per participant per year for persons 18 to 59, and five dollars ($5.00) per participant per year for persons 60 and over.

(i) Reserved

(j) Reserved

(l) Annual registration fee for each participant in the therapeutic recreation program summer youth day program of ten dollars ($10.00) per week, per participant, per event.

(m) Reserved

(o) Fitness room fees: One hundred twenty dollars ($120.00) per Adult (18 to 59) per year per participant; thirty dollars ($30.00) per Youth per year per participant; and twenty-five dollars ($25.00) for persons 60 and over per year per participant.
(p) Adaptive sports program fees: Twenty dollars ($20.00) per Adult (18 to 59) per sport per participant; twelve dollars ($12.00) per Youth, per sport per participant; and ten dollars ($10.00) for persons 60 and over, per sport per participant.
(q) Swim team youth participation fee: Six dollars ($6.00) per year, per participant.

SECTION 12. Section 22-22 of the City Code of the City of San Antonio, *Rental rates for use of space in the Garden Center Building of Mahncke Park* - Delete

SECTION 13. Section 22-24 of the City Code of the City of San Antonio, F*ees for use of Eisenhower Park picnic facilities,* is hereby amended as follows and all other fees contained in Section 22-24 shall remain unchanged:

a) Fees for the use of Eisenhower Park mass picnic facility shall be as follows:
(1) Attendance four hundred (400) or less: $575.00
(2) Attendance four hundred and one (401) to one thousand (1,000): $1,100.00
(3) Attendance one thousand and one (1,001) or more: $1,700.00
(4) Pavilion only: $275.00

SECTION 14. Section 22-25 of the City Code of the City of San Antonio, *Overnight camping fees* , is hereby amended as follows:
(c) Fees for overnight camping in parks with approved, designated camping facilities shall be as follows:
(2) One night: Twenty dollars ($20.00).

SECTION 15. Section 22-35 of the City Code of the City of San Antonio, M*iscellaneous fees and charges,* is hereby amended as follows and all other fees contained in Section 22-35 shall remain unchanged:
(a) Reserved
(b) Reserved
(d) Private tours of park facilities, per tour...$50.00

SECTION 16. Section 22-89 of the City Code of the City of San Antonio, *Public swimming pool splash party rentals,* is hereby amended to include the following new fees as follows:

There is hereby established a rental fee for the private use of the city's indoor and outdoor swimming pools for private splash parties. Said rentals will only occur before or after normal operating hours when the pools are not open to the public and will be for two (2) hour period only. In addition to the rental fee indicated below, persons renting city pools shall be required to pay the city for the cost of providing life guards for the event. The number of lifeguards required for this use will be determined by parks and recreation department staff based on the number of individuals utilizing the facility and the pool being utilized. Rental fees for said use shall be as follows:

In Table Inset:

Number of Users	Indoor/Outdoor Pools
1 to 75 persons	$150.00
76 to 150 persons	$200.00
151 to 250 persons	$250.00

SECTION 17. Section 22-136 of the City Code of the City of San Antonio, *McFarlin Tennis Center fees,* is hereby amended to include the following new and increased fees and all other fees contained in Section 22-136 shall remain unchanged:

(a) The parks and recreation department is hereby authorized to charge the following court fees before 5:00 p.m. at McFarlin Tennis Center.
(1) Student (per person, per hour) $1.50
(3) Adult (18 to 49) (per person, per hour) $3.50
(b) Court fees after 5:00 p.m.:
(1) Student (per person, per hour) $2.50
(3) Adult (18 to 49) (per person, per hour) $4.50
(e) Tennis league participation fee:
(1) Per individual participant per league, $50.00;
(2) Reserved

SECTION 18. Section 22-137 of the City Code of the City of San Antonio, *Fairchild Park Tennis Center Fees*- Delete

SECTION 19. The following items shall be deleted as old unused fees:

22-16 Table inset: Adult Basketball, **delete**

22-18 (2) Maxi-stage, delete; (3) Middle stage, **delete**

22-21.1 (a) annual supply fee of five dollars ($5.00) charged to each participant enrolled in an after school program, **delete**; (f) fee for botanical garden education classes of thirty dollars ($30.00) per participant per class for educational programs and activities, **delete**; (i) specialty workshop clinic fee for cultural program classes of twenty-five ($25.00) for a one-day (four hour) workshop and forty dollars ($40.00) for a two-day workshop (four hours per day), **delete**; (j) Weekly specialty camp fee for cultural program classes, which will offer four (4) separate classes each day throughout a given week, with participants having the option of attending the entire camp or only selected classes within the camp as follows: Community center classes: One hundred dollars ($100.00) per week or forty dollars ($40.00) per class. Downtown classes: One hundred fifty dollars ($150.00) per week or thirty-five dollars ($35.00) per day. – **delete**; (m) monthly participation fee for each participant in the therapeutic recreation program adult day program of fifty dollars ($50.00) per participant, per month, **delete**.

22-22 of the City Code of the City of San Antonio, *Rental rates for use of space in the Garden Center Building of Mahncke Park* – **delete**

22-35 (a) Sale of firewood, per cord: mixed wood, per cord; oak or mesquite wood, per cord: - **delete**; (b) Delivery of display plants: all listed, **delete;**

22-136 (e) (2) per team per league, $200.00 - **delete**

22-137 of the City Code of the City of San Antonio, *Fairchild Park Tennis Center Fees*- **delete.**

SECTION 20. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT D

INCREASING EXISTING FEES FOR PARKING, BADGING, AND SECURITY; EXPANDING THE FEES FOR FUEL INSPECTIONS; ESTABLISHING FEES FOR PROPERTY APPRAISALS AT SAN ANTONIO INTERNATIONAL AIRPORT

SECTION 1. Parking Fees. Chapter 3, Section 3-42 of the City Code of San Antonio, Texas, is amended to delete the stricken-through language and add the underlined language below (only portions which have changes are shown below). Changes to this section are effective October 1, 2010 unless otherwise noted:

(1) *Long-term parking area:*
~~0 – ½ hour~~ 0 – ¼ hour or fraction thereof $0.00
~~½ – 1 hour~~ ¼ – 1 hour or fraction thereof $2.00
Each additional hour or fraction thereof $2.00
Maximum, twenty-four (24) hours $10.00

(3) *Hourly parking area:*
~~0 – ½ hour~~ 0 – ¼ hour or fraction thereof $0.00
~~½ – 1 hour~~ ¼ – 1 hour or fraction thereof $1.00
1—1½ hour or fraction thereof $2.00
1½—2½ hour or fraction thereof $3.00
2½—3½ hour or fraction thereof $4.00
Each additional hour or fraction thereof $2.00
Maximum, twenty-four (24) hours ~~$22.00~~ $24.00

(5) *Employee parking:*
a. Issuance of parking access card/tag $15.00
b. Terminal building employees (per month) ~~$10.00~~ $20.00, effective December 1, 2010; $30.00 effective October 1, 2011.
c. Employees of passenger airlines serving the City but based elsewhere (per month) ~~$20.00~~ $50.00
d. Replacement of lost/damaged parking access cards:
1. Blue (commuter parking) $15.00
2. Red, yellow or green $25.00
e. Reserved parking, (eligibility, number of spaces and location to be determined by Aviation Director) (per month) ~~$40.00~~ $50.00, effective December 1, 2010.
f. Late payment of employee parking fees 5.00
Employee monthly parking charges shall be payable on a monthly basis, in advance. ~~quarterly basis, at the beginning of each calendar quarter, in advance for individuals and invoiced for the prior quarter for the tenants paying for its employees.~~ Full monthly rates apply unless usage begins after the fifteenth of the month, in which case, one-half (½) the monthly rate will be charged. ~~Refunds will be for full months only.~~ Charges for the

issuance or replacement of parking access cards shall be paid at the time of issuance or replacement.

SECTION 2. Chapter 3, Section 3-24 of the City Code of San Antonio, Texas is amended as follows:

Sec. 3-24. Rates and charges.
(a) The following fees shall be authorized:
Airport security access ID badge . . . ~~$25.00~~ $35.00
Non-returned security access ID . . . $75.00
Lost sterile area access ID badge . . . $25.00
FBI fingerprint-based criminal history records check . . . ~~$50.00~~ $65.00

(b) The Aviation Department shall implement the following rates and charges for security access and badging at San Antonio International Airport, which are set out below. These rates shall remain in effect unless amended by the City Council as may be necessary from time to time. Such charges are inclusive of sales tax payable to the State and are as follows:

SECURITY ACCESS AND CONTROL FEES
(1) FBI fingerprint-based criminal history records check . . . $27.00
Administrative fee payable to SAIA . . . ~~$23.00~~ $38.00
(2) Airport security access ID badge . . . ~~$25.00~~ $35.00
(3) Air operations area parking permit . . . $5.00

SECTION 3. Inspection Fees for Fuel Storage and Dispensing. Chapter 3, Section 122.5 of the City Code of San Antonio, Texas, is amended as follows:

Sec 3-122 ~~Aircraft refueling vehicles.~~ Fuel Storage and dispensing equipment.
~~Aircraft refueling vehicles ("aircraft refuelers")~~ Fuel storage tanks, vehicles and equipment used for the storage and/or dispensing of fuel shall be subject to ARFF inspection on an annual basis or as often as deemed advisable by the Aviation Director. The following fees are established in connection with such inspections:

(a) Initial inspection or inspection to maintain valid inspection decal – no fee
(b) Reinspection, after initial failed inspection – $25.00
(c) Fine for operating without a valid inspection decal – $500.00

SECTION 4. Commercial Permits Fee. The following section is approved for inclusion in the City Code of San Antonio, Texas:

Sec. 3-141 Commercial Permits.
The Aviation Director may issue permits to persons or businesses who seek to conduct commercial activities at the Airport and do not have a contract with the City. Permits shall be for terms of one-year. The permit fee shall equal five percent (5%) of all gross sales generated by the permittee's business activities at the Airport, payable monthly.

Proof of insurance and payment security satisfactory to the City must be provided before a permit is granted. The Aviation Director may impose other permit requirements to ensure the proper operation of Airport facilities and proper reporting of revenue. This section is not meant for businesses engaged in the following activities: transportation of passengers, automobile rental, catering and food preparation, and construction services.

SECTION 5. **Cost of Appraisals of real property.** The following section is approved for inclusion in the City Code of San Antonio, Texas:

Appraisals for ground leases. If an appraisal must be performed to set the initial rental rates for the lease of Airport real property, the cost of the appraisal shall be equally shared by the Airport and the proposed Lessee.

SECTION 6. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT E

ESTABLISHING A MARKETING AND SALES PARTNERSHIP PROGRAM MARKETING FEE AND A BOOKING FEE FOR HOTELS OUTSIDE THE CITY LIMITS RESULTING IN ADDITIONAL FUNDS TO THE CONVENTION & VISITORS BUREAU FUND; AND AUTHORIZING THE EXECUTION OF MARKETING AND SALES PARTNERSHIP AGREEMENTS WITH SUCH HOTELS

SECTION 1. The City Code of the City of San Antonio is amended by adding the following fees as Section 22-35.5, or in such appropriate section as determined by the Municipal Code Corporation:

Marketing and Sales Partnership Program Marketing Fee	(Minimum fee: $1,000.00) Less than 250 guest rooms: $10.00 per room 251-500 guest rooms: $15.00 per room 501-750 guest rooms: $20.00 per room More than 750 guest rooms: $25.00 per room
Marketing and Sales Partnership Program Booking Fee	$5.00 per room night booked

SECTION 2. The Director of the CVB, or his designee, is authorized to execute Marketing and Sales Partnership Agreements in a form similar to the template attached to this Ordinance as Exhibit 1.

SECTION 3. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT F

AMENDING EXISTING FEES FOR RENTAL SPACE AT THE HENRY B. GONZALEZ CONVENTION CENTER RESULTING IN ADDITIONAL FUNDS TO THE COMMUNITY & VISITOR FACILITIES FUND

SECTION 1. The City Code of San Antonio, Texas, Section 22-35.1 is hereby amended to reflect the following increases in fees for rentals and services at the City's Convention Sports & Entertainment Facilities:

	FY 2011 Rate
Establish Rental Rates for Lonesome Dove Room	Half-Day Rental Charge: $2,500.00 Full Day Charge: $4,000.00
Increase Rental Rates for Convention Center Exhibit Halls "A" & "D"	Class I-(For-Profit Organizations/Public Events): $0.27/Net Sq Ft. of Space Min Daily Charge: $9,270 Max Daily Charge: $12,950 Move-In/Move-Out: $4,635.00
	Class II-(Non-Profit Organizations): $0.21/Net Sq. Ft of Space Min Daily Charge: $8,400 Max Daily Charge: $10,075.00 Flat Charge for Non-Exhibit Events: $8,400 Move-In/Move-Out: $4,200.00
	Class III-(Meetings & Conventions): $0.21/Net Sq. Ft of Space Min Daily Charge: $3,300 Max Daily Charge: $10,075 Move-In/Move-Out: $3,150

Increase Rental Rate for Convention Center Ballroom "A"	Class I-(For-Profit Organizations / Public Events): Flat Charge: $4,600 (Move-In/Out: $2,300) Min Daily Charge: $4,310 Max Daily Charge: $6,470 (Move In/Out: $2,155), $0.26/Net Sq Ft. of Space Class II-(Non-Profit Organizations): Flat Charge: $3,165 (Move In/Out: $1,580) Min Daily Charge: $3,165 Max Daily Charge: $4,745 (Move In/Out: $1,580 Class III-(Meetings & Conventions) Flat Charge: $2,015 (Move In/Out: $1,005)
Increase Rental Rate for Convention Center Meeting Rooms	Room #004: $1,075.00/Day Room #005: $650.00/Day
Increase Rental Rate for Convention Center Ballroom "B"	Class I-(For-Profit Organizations/Public Events): Flat Charge: $3,165 (Move In/Out: $1,580) Min Daily Charge: $2,875 Max Daily Charge: $3,595 (Move In/Out: $1,795) Class II-Non-Profit Organizations): Flat Charge: $2,300 (Move In/Out: $1,150) Min Daily Charge: $2,300 Max Daily Charge: $4,315 Class III-(Meetings & Conventions) Flat Charge: $1,725 (Move In/Out: $865)
Increase Rental Rate for Convention Center Ballroom "C"	Class I-(For-Profit Organizations/Public Events): Flat Charge: $7,475 (Move In/Out: $3,735)

Min Daily Charge: $7,475
Max Daily Charge: $8,195 (Move In/Out: $3,735) Per Section Rate: $3,595 (Move In/Out: $1,795)

Class II (Non-Profit Organizations): Flat Charge: $6,040 (Move In/Out: $3,020) Min Daily Charge: $6,040 Max Daily Charge: $6,469 (Move In/Out: $3,020) Per Section Rate: $2,875 (Move In/Out: $1,440)

Class III- (Meetings & Conventions) Flat Charge: $4,600 (Move In/Out: $2,300) Per Section Rate: $1,725 (Move In/Out: $865)

Increase Rental Rates for Convention Center Exhibit Hall "B"

Class I (For-Profit Organizations/Public Events):
$0.27/Net Sq Ft. of Space
Min Daily Charge: $7,415
Max Daily Charge: $9,875
Move-In/Move-Out: $3,708

Class II-(Non-Profit Organizations):
$0.21/Net Sq. Ft of Space
Min Daily Charge: $6,650
Max Daily Charge: $7,680
Flat Charge for Non-Exhibit Events: $6,650
Move-In/Move-Out: $3,325

Class III-(Meetings & Conventions)
$0.21/Net Sq. Ft. of Space
Min Daily Charge: Flat Charge: $4,900.00
Max Daily Charge: $7,680.00
Move In/Out: $2,450.00

Increase Miscellaneous Facility Fees & Charges	Compactor Pull Fee: $600 Minimum Daily Contractor Fee: $450.00 Lost Key Charge: $200 Rekeying/Recording Charge: $100.00
Increase Rental Rates for Convention Center Exhibit Hall "C"	Class I-(For-Profit Organizations/Public Events): $0.27/Net Sq Ft. of Space Min Daily Charge: $12,360 Max Daily Charge: $17,700 Move-In/Move-Out: $6,180 Class II-(Non-Profit Organizations): $0.21/Net Sq. Ft of Space Min Daily Charge: $11,200 Max Daily Charge: $13,770 Flat Charge for Non-Exhibit Events: $11,200 Move-In/Move-Out: $5,600 Class III-(Meetings & Conventions) $0.21/Net Sq. Ft of Space Min Daily Charge: $8,400 Max Daily Charge: $13,770 Move-In/Move-Out: $4,200
Increase Rental Rates for Convention Center Bridge Hall/Gallery	Class I-(For-Profit Organizations/Public Events): $0.27/Net Sq Ft. of Space Min Daily Charge: $1,730 Max Daily Charge: $2,245 Move-In/Move-Out: $865 Class II-(Non-Profit Organizations): $0.21/Net Sq. Ft of Space Min Daily Charge: $1,400 Max Daily Charge: $1,745 Flat Charge for Non-Exhibit Events: $1,400 Move-In/Move-Out: $700

	Class III-(Meetings & Conventions) $0.21/Net Sq. Ft of Space Min Daily Charge: $1,120 Max Daily Charge: $1,745 Move-In/Move-Out: $560
Increase Rental Rates for Use of Exhibit Hall space for General Session	Flat Rate Charge: $7,380.00 Move-In/Move-out: $3,690
Wolff Stadium Facility Access Fee	$45,000.00

SECTION 2. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by other provisions of this ordinance.

ATTACHMENT G

ESTABLISHING AND AMENDING FEES CHARGED FOR DEVELOPMENT SERVICES RELATED INSPECTIONS, REVIEWS AND PERMITTING

SECTION 1. The City Code of San Antonio, Texas is hereby amended by adding language that is underlined (added) and deleting the language that is stricken (~~deleted~~) to the existing text as set forth in this Ordinance. All other text remains unchanged.

SECTION 2. Chapter 2, Section 2-502 entitled "Automatic notification fee" of the City Code of San Antonio, Texas, is hereby amended to add a 6th fee:

Sec. 2-502. Automatic notification fee.

The following fees are imposed for automatic inspection notification:

(6) Event Notification	$1.00

SECTION 3. Chapter 6 of the City Code of San Antonio, Texas is hereby amended as follows with all other sections remaining as written:

Sec. 6-22 ~~[– 6-35. Reserved]~~

San Antonio Building Codes Academy Refund Fee	$50.00 (if canceled within one week of the event)

Sec. 6-23 – 6-35. Reserved.

Sec. 6-38. Building code fee schedule.

Development Services ~~[Planning and Development Services]~~ establishes minimum values for the cost of commercial construction based upon the costs per square foot as published and updated by the International Code Council and used with the Army Corp of Engineers' modifier for the city. This value is established at the time the building plans are submitted. Additional valuation checks may be performed by the plans examiners during their review of the plans.

Document Management Fee	Walk Through Plans - $10.00; School Districts – Interior Finishout - $10.00; Retaining Walls - $10.00; Demolition - $10.00; 10 Day Plans - $25.00; Site Plans - $30.00; 20 Day Plans - $50.00; 35 Day Plans - $150.00/Roll; School Districts – New - $150/Roll ~~[$1.31 for each plan sheet and $0.14 for each legal size or smaller page]~~

Special Services Fees—Building Plan Review and Inspection	
After-hour Inspection Fee (per hour with 1 [2] hour minimum)	$100.00
Inspection for which no fee is specifically indicated (per hour with 1 hour minimum)	$100.00
Miscellaneous Building Development Fees	
Building Permit ready/status letter	$50.00
Link child-parent permits in Hansen	$10/commercial permit
Permit Refund Fee	$50.00 [25.00]
Permit Amendment Fee	$10.00
Building/Suite assignment fee	$100.00/Building; $20.00/Suite

*****

Sec. 6-69. Mechanical code fee schedule.

Special Heating and Air Conditioning (Mechanical) Fees	
After-hour Inspection Fee (per hour with 1 [2] hour minimum)	$100.00
Inspection for which no fee is specifically indicated (per hour with 1 [2] hour minimum)	$100.00
Permit Refund Fee	$50.00 [25.00]
Permit Amendment Fee	$10.00

Sec. 6-632. Residential code fee schedule

Residential Swimming Pool Permit [Plan Review] Fee	Based upon valuation with $30,000/minimum value
Inspection for which no fee is specifically indicated (per hour with 1 [2] hour minimum)	$100.00
After-hour Inspection Review- per Reviewer per Hour (1 hour minimum)	$100.00
Link child-parent permits to Hansen	$5/residential permit
Permit Refund Fee	$50.00 [25.00]
[Residential Swimming Pool Plan Review Fee]	[Based upon valuation]
Permit Amendment Fee	$10.00

SECTION 4. Chapter 10, entitled "Electrical" of the City Code of San Antonio, Texas, is amended as follows:

Sec. 10-404. Fees

Sec. 10-404.1 Payment of fees. A permit, registration or license shall not be valid until fees prescribed by City Ordinance have been paid. Nor shall an amendment to a permit or license be released until the additional fee, if any, has been paid.

Sec. 10-404.2 Schedule of permit, registration and license fees. A fee for each permit, registration and license shall be paid as required, in accordance with the fee schedule as established below. ~~[by City Ordinance.]~~

Sec. 10-404.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the fee schedule as established below. ~~[by City Ordinance.]~~

Sec. 10-404.4 Related fees. The payment of the fee for a registration, a license or the construction, alteration, removal or demolition work done in connection with, or concurrently with, the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law or City Ordinance.

Sec. 10-404.5 Refunds. The code official is authorized to establish a refund policy.

Sec. 10-404.6 Fee Schedule

Electrical

Electrical License and Registration Fees

Master	
Renewal – City License (2 year renewal)	$300.00
Annual State License Registration and Renewal	$85.00
DBA Change on Master Electrical License	$20.00
Journeyman – Renewal of City License (2 year renewal)	$200.00
Restricted Residential Wireman – Renewal of City License (2 year renewal)	$60.00
Maintenance Electrician Fee	$60.00
Maintenance Technician – Annual (may only perform work not requiring a permit)	$35.00

Electrical Inspection Fee

Electrical Inspection Permit Fee (Basic Fee)	$50.00
Service Rating	
0-200 amps	$3.25

201-600 amps	$6.50
601-1000 amps	$8.65
1001-2500 amps	$10.80
Over 2500 amps	$12.50
Temporary Meter Loop (TML)	$2.15
Temporary on Permanent Set (TOPS)	$2.15
Work with CPS	$2.15
Gear Items	
Switchboards up to 4 handles	$10.25
Switchboards each additional handle	$1.60
Panelboards/Loadcenters	$4.85
Xmfr 1-50 kva	$4.30
Xmfr over 50 kva	$9.70
Safety Switch or Circuit Breaker 30 amps & over	$1.10
Miscellaneous Items	
Underground work per 100 linear ft	$1.60
Outside overhead work per 100 linear ft	$1.60
Foundation/Concrete Encased Electrode	$1.60
Controls/Low Voltage Systems over 50 volts	$1.60
Commercial/Industrial Repair	$9.75
Light Fixtures	
HID Fixtures	$1.60
Ceiling Fans	$1.60
Fluorescent Fixtures/Ballast Retrofits	$.16
Sign Circuit	$1.10
General Purpose Outlets/Devices/Equipment less than 1 hp	$.16
Dedicated Equipment/Appliance Outlets 20 amps and over	$1.50
Motors	
1-7.5 hp	$2.15
7.5-25 hp	$3.25
25-50 hp	$8.10
Over 50 hp	$10.80
UPS/Generator/Distributed Generation/Storage Batteries	

1-5 kw	$1.60
5-50 kw	$3.25
51-300 kw	$4.85
Over 301 kw	$6.50
Temporary Wiring	
Power/Lights (Per Every 10 outlets)	$3.25
Festival Booths	$5.00
Carnival Rides	$5.00
Special Occupancies	
Class 1, 2, or 3, of Article 500 (per each circuit)	$1.00
Medical Equipment (MRI, X-Ray, Scanners, etc…) each circuit	$1.00
Miscellaneous Electrical Permits	
Reconnect	
Reconnect Inspection	$50.00
30 day (Cleaning)	$2.15
180 day (Leasing)	$12.90
Maintenance Permit Fee (electric only)	
Basic Permit Fee	$50.00
Plus per Residential Apartment Unit	$0.21
Plus per 10,000 sq. ft. of Commercial Space	$7.00

Electrical Appeals Fee

Electrical Examining and Supervising Board of Appeals	$155.00
Appeal of Electrical Board of Appeals to City Council	$155.00

Special Services for Electrical

After-hour Inspection Fee (per hour with 1 hour minimum)	$100.00
Electrical Plan Review only (without building plan number) – (per hour with 1 hour minimum)	$100.00
Inspection for which no fee is specifically indicated (per hour with 1 hour minimum)	$100.00
Inspection Schedule Fee (Free on-line)	$3.00
Permit Processing Fee	$10.00
Permit extension fee	50% of permit (plus cost of permit)

Re-inspection Fee	$50.00
Permit Refund Fee	$50.00
Open Permit Review Fee	$3.00/Permit
Permit Amendment Fee	$10.00
Rental of Facility Fees	$125/hr (daily min. fee of $250; Max fee of $1000); Security Personnel - $15/hour/staff (with 1 hour minimum); DSD Staff - $30/hour/staff (with 1 hour min.); Custodian Service – 15/hour (with 2 hour min.)

SECTION 5. Chapter 24, entitled "Plumbing and Fuel Gas Code" of the City Code of San Antonio, Texas, is amended as follows:

Sec. 24-14. Plumbing Code Fee Schedule

After-hour Inspection Fee (per hour with 1 ~~[2]~~ hour minimum)	$100.00
Inspection for which no fee is specifically indicated (per hour with 1 ~~[2]~~ hour minimum)	$100.00
Permit Refund Fee	$50.00
Permit Amendment Fee	$10.00

SECTION 6. Chapter 29, entitled "Streets and Sidewalks" of the City Code of San Antonio, Texas, is amended by adding a subsection "(k)":

Sec. 29-168. Fees.

(k) Minimum inspection fee for sidewalks and curb permit $50.00

SECTION 7. Chapter 35, sections 35-C102 "Zoning Fees" is hereby amended to include a Neighborhood, Community, and Perimeter Plan Amendment Refund Fee:

Sec. 35-C102. Zoning Fees.

* * * * *

(A) Permit, Development Order, Document or Action	(B) Fee Amount
Neighborhood, Community, and Perimeter Plan Amendment Refund Fee	$100.00

SECTION 8. Chapter 35, sections 35-C103 "Subdivision and Platting Fees" and 35-C110 "Tree Preservation Fees" are hereby amended to include two (2) new fees each:

Sec. 35-C103. Subdivision and Platting Fees.

* * * * *

(A) **Permit, Development Order,** **Document or Action**	**(B)** **Fee Amount**
Inspection for which no Fee is Specifically Indicated (per hour, 1 hour minimum	$100.00
After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Additional Plan Review (i.e. revised) – per Reviewer – 1 hour minimum)	$100.00

Sec. 35-C110. Tree Preservation Fees.

The following fees are established for purposes of issuing permits or taking related actions for purposes of the tree preservation standards. All fees shall be paid prior to issuance or certification of the action taken, and shall be earmarked as provided in section 35-C101, above.

Miscellaneous Fees

After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Inspection for which no fee is specifically indicated (per hour, 1 hour minimum)	$100.00

SECTION 9. Wherever a fee amended or established for a specific code section by this Ordinance is reflected in the Fee Schedule for the Development Services Department, the Fee Schedule shall be amended to reflect the new or amended fee.

SECTION 10. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

ATTACHMENT H

REVISING CHARGES RELATED TO THE MARKET SQUARE PARKING LOT

SECTION 1. A portion of section 19-199 of the City Code of San Antonio, Texas is hereby amended to read as indicated below. Additions are underlined, and deletions are ~~struck through~~. Portions not reproduced below are not changed by this ordinance.

Sec. 19-199. Rates at city parking facilities.

. . .

(h) *Market Square lot:*

	Rate
First 1/2 hour	~~$1.00~~ 2.00
1 hour	~~2.00~~ 3.00
1 1/2 hour	~~3.00~~ 4.00
2 hours	~~4.00~~ 5.00
2 1/2 hours	~~5.00~~ 6.00
3 hours	~~6.00~~ 7.00
Lost ticket	~~12.00~~ 14.00

. . .

SECTION 2. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

ATTACHMENT I

REVISING CHARGES RELATED TO CITY-OWNED PARKING LOTS, GARAGES AND PARKING METERS

SECTION 1. Portions of section 19-199 of the City Code of San Antonio, Texas are hereby amended to read as indicated below. Additions are underlined, and deletions are ~~struck through~~. Portions not reproduced below are not changed by this ordinance.

Sec. 19-199. Rates at city parking facilities.

. . .

(c) Hourly parking (except Market Square Lot and Library Garage):

	Rate
First 1/2 hour	~~$1.50~~ 2.00
1 hour	~~2.75~~ 3.00
1 1/2 hour	~~4.00~~ 5.00
2 hours	~~5.25~~ 7.00
2 1/2 hours	~~6.50~~ 8.00
3 hours	~~8.00~~ 9.00
Lost ticket	~~16.00~~ 18.00

(d) *Daily parking:*

	Rate
Houston/Nolan lot	~~2.00~~ $2.50
IH-35 lots	~~2.00~~ 2.50
Municipal court/Frio lots	3.00
Convention Center lot	6.00

. . .

(f) *Event rate parking:*

	Rate
Houston/Nolan lots	$8.00
Municipal Court/Frio lots	8.00
IH-37 lot	10.00

IH-35 lots	10.00
Continental lot	10.00
Crockett Lot	5.00
Dolorosa Lot	10.00
Durango Lot	10.00
ITC Lot	10.00
Market Square Lot	10.00
Houston Street Garage	10.00
Library Garage	5.00
Marina Garage	10.00
St. Mary's Street Garage	10.00
Hemisfair	8.00

(g) *Monthly parking:*

	Rate
IH-35 lots	$37.00
Houston/Nolan lot	35.00
Library garage	37.00
Frio Street lot	35.00
ITC lot	35.00
Market Square lot	45.00
Dolorosa lot	50.00
Resident parking (all garages)	50.00
Marina Garage	70.00
Convention Center lot	55.00
St. Mary's garage	87.00
Houston Street garage (upper level)	97.00
Houston Street garage (basement)	110.00
Continental Lot	40.00
Hemisfair	35.00

. . .

(i) *Library garage:*

	Rate
First 1/2 hour	$1.00
1 hour	~~1.75~~ 2.00
1 1/2 hour	~~2.50~~ 3.00
2 hours	~~3.25~~ 4.00
2 1/2 hours	~~4.00~~ 5.00
3 hours	~~5.25~~ 6.00
Lost ticket	~~10.50~~ 12.00

SECTION 2. Portions of section 19-221 of the City Code of San Antonio, Texas are hereby amended to read as indicated below. Additions are underlined, and deletions are ~~struck through~~. Portions not reproduced below are not changed by this ordinance.

(a) *One-hour parking meters:* The required amount of money for the use of a parking meter space within the maximum sixty (60) minutes parking zone shall be:

Length of Time	Money Amount
~~12~~ 10 minutes	25 cents
~~24~~ 20 minutes	50 cents
~~36~~ 30 minutes	75 cents
~~48~~ 40 minutes	100 cents
~~60~~ 50 minutes	125 cents
60 minutes	150 cents

(b) *Two-hour parking meters:* The required amount of money for the use of a parking meter space within the maximum one hundred twenty (120) minutes parking zone shall be:

Length of Time	Money Amount
~~12~~ 10 minutes	25 cents
~~24~~ 20 minutes	50 cents
~~36~~ 30 minutes	75 cents
~~48~~ 40 minutes	100 cents

~~60~~ 50 minutes	125 cents
~~72~~ 60 minutes	150 cents
~~84~~ 70 minutes	175 cents
~~96~~ 80 minutes	200 cents
~~108~~ 90 minutes	225 cents
~~120~~ 100 minutes	250 cents
110 minutes	275 cents
120 minutes	300 cents

SECTION 3. All other provisions of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

EXHIBIT 1

SACVB Marketing & Sales Partnership Agreement
For Lodging & Tourism Partners outside COSA

Parties to Agreement

The parties to this agreement are the San Antonio Convention & Visitors Bureau, hereafter referred to as "City" and the specific hotel member identified in the Agreement Signatures section of this agreement, hereafter referred to as "Hotel" together referred to as "the Parties." For this agreement, the term Hotel applies to any hotel located outside the Hotel Occupancy Tax (HOT) zone in San Antonio and/or is not required to remit HOT to the City of San Antonio.

Purpose of Agreement

The City receives financial support from the Hotel Occupancy Tax. Only hotels located within the City of San Antonio contribute to this fund. Two of the most valuable benefits of partnership for hotels properties located inside San Antonio city limits are receiving marketing services and leads for events, meetings and conventions, which have been identified and pre-qualified by the City. Since Hotels located outside of the City do not pay into the Hotel Occupancy Tax, a separate policy has been established for these Hotels. In order to participate in the Marketing and Sales Partnership Agreement, a required annual base fee associated to the size of Hotel has been established and allows the CITY to provide marketing services. In addition, Hotel agrees to pay an assessment for each room night booked by the Hotel from business that originated through the City's Booking Assessment Program. The election to participate in the Booking Assessment program is strictly at the option of the Hotel and no other benefits are affected by this agreement. The parties hereto agree as follows:

Agreement Provisions

Annual Marketing Agreement Base fee for Hotel (lodging properties) outside of San Antonio:

(Minimum fee: $1,000)
Less than 250 guest rooms: $10/room
251-500 guest rooms: $15/room
501-750 guest rooms: $20/room
More than 750 guest rooms: $25/room

1. **Marketing & Advertising programs include (but are not limited to):**
   - **SACVB websites:**
     Listing and advertising opportunities on websites: visitsanantonio.com, meetings.visitsanantonio.com, espanol.visitsanantonio.com;

   - **Print publications:**
     Listings and advertising opportunities in: Destination Guide for Meeting & Travel Professionals, San Antonio Official Pocket Guide, San Antonio Travel & Leisure Guide;

   - **S.A.V.E. (San Antonio Vacation Experience):**
     Opportunity to participate in the integrated co-op marketing program primarily sponsored by the San Antonio Convention & Visitors Bureau;

   - **Mexico Co-op marketing program:**
     Opportunity to participate in advertising and marketing program in key Mexico cities;

   - **Hotel Packages:**
     Promotion of special bundled vacation packages on visitanantonio.com and through online marketing;

   - **Collateral Distribution:**
     Access to SACVB maps and brochures for use by stakeholders; and

   - **Advertising Requirements:**
     - All advertising content and designs are subject to approval by the San Antonio Convention & Visitors Bureau and its publishing partner Miles Media.
     - The SACVB reserves the right to refuse marketing participation by entities that do not reflect the SACVB brand.
     - The SACVB assumes no liability for the products and services of advertisers.
     - Real estate and timeshare advertising are not accepted (unless they contribute to the H.O.T.).
     - Marketing messages for entities outside of the city of San Antonio must complement the San Antonio brand.
     - SAVCB reserves the right to update these requirements as needed.

2. **Basis for Booking Assessment Program:** Hotels will be assessed on room nights successfully booked by the Hotel from City qualified leads.

3. **Qualified Leads:** Qualified leads are leads on future meetings originated through the City's lead system.

4. **Booking Assessment:** The assessment is $5.00 per room night booked by Hotel. Once both parties sign an agreement to book an event, meeting and/or convention through the Booking Assessment Program, Hotel will owe City 50% of the assessment fee. The remaining 50% will be due 30 days after the event, meeting and/or convention occurs. Should the actualized number of room nights change from what was signed on the event, meeting and/or convention agreement, Hotel would owe City the difference based on the actualized room nights.

   On or before ninety (90) days prior to the expiration of the term of this Agreement, and each subsequent renewal option period, City shall have the option to reexamine the

assessment rate charged to Hotel and inform Hotel of any changes to the rate. Hotel will have thirty (30) days to accept and/or negotiate the new rate and advise the City of its decision to renew the Agreement at any time on or before sixty (60) days before the expiration date of the term, if the terms are so renewed and extended

5. **Contesting Lead:** Hotel may contest the potential future assessment only in those instances when Hotel was already soliciting the specific meeting prior to the date that the City's lead was issued. To contest a lead, Hotel must issue the dispute in writing to the City within ten (10) working days after the City issues the lead. The submission must include the source of the lead, the Name/Title of the meeting planner or other meeting official with whom contact has been made and the status of the solicitation for the meeting in question. If the lead is not contested within the ten (10) day period, a subsequent booking, for that meeting, will be considered an assessable account for this agreement. The City reserves the right to verify any leads contested with the meeting planner or other officials.

6. **Room Night Pickup:** For those meetings, booked from qualified leads issued from the City, Hotel must report to the City the actual daily room pick up. This information must be supplied to the City within five (5) working days after completion of the convention. If the information is not supplied, the assessment will be calculated using the City's projected pick up.

7. **Term of Agreement:** Unless sooner terminated by either party, the term of this Marketing and Sales Partnership Agreement is effective for one year starting _____ and ending _____. Both parties acknowledge and agree that events, meetings and/or conventions are frequently booked far in advance thus Hotel is responsible for paying any applicable assessment fee(s) for any booking garnered during the term of this agreement regardless of when the actual events, meetings and/or conventions are held. If this Agreement is not terminated earlier, parties may renew the Agreement for additional one-year terms if Hotel provides notice at any time on or before sixty (60) days before the term expires.

8. **Cancelation:** Should an event, meeting or convention booked through the City's Program be officially cancelled, Hotel will not be responsible for paying this specific $5 per room night assessment fee and City shall issue a full refund to Hotel of any portion of the assessment fee paid in advance of the specific event, meeting and/or convention after confirming the cancelation.

9. **Termination:** Either party to this Agreement may terminate the Agreement within sixty (60) days with prior written notice. All leads issued prior to termination of this Agreement will be subject to future assessment for meetings that are successfully booked regardless of how this Agreement is terminated.

10. **Unresolved Disputes:** Both parties agree to cooperate with each other to minimize the incident of unresolved disputes. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the Director of the Managing City Department, as representative of the City, the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation. If a solution cannot be achieved, the Convention and Visitors Bureau's Executive Committee

will review the issue and to the extent possible make a determination based on third party verification.

11. **Delinquent Accounts:** For purposes of this agreement, the assessment is to be treated as additional partner dues. The City's internal policy provides that Hotels who are sixty (60) days or more delinquent in their dues or other obligations are suspended from and forfeit all of their partner benefits, including, but not limited to, the right to participate in the City's Booking Assessment Program and Marketing Services. Partner benefits will be restored when the City certifies that Hotel has paid all delinquent accounts.

12. **Notice:** For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:	City of San Antonio Convention and Visitors Bureau 203 South St. Mary's Street Suite 200 San Antonio, Texas 78205	Hotel:	Name of Hotel General Manager Address

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

13. **INDEMENITY: HOTEL covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to HOTEL'S activities under this AGREEMENT, including any acts or omissions of HOTEL, any agent, officer, director, representative, employee, consultant or subcontractor of HOTEL, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT HOTEL AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
HOTEL shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or HOTEL known to HOTEL related to or arising out of Hotel's activities under this Agreement.

14. **Assignment:** Hotel may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of the City. Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Hotel assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement. The violation of this provision by Hotel shall in no event release Hotel from any obligation under the terms of this Agreement, nor shall it relieve or release Hotel from the payment of any damages to City, which City sustains as a result of such violation.

15. **Independent Contractor:** Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto. Hotel shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement. Hotel agrees that the City shall not be obligated to any third parties.

16. **Law Applicable and Venue:** Hotel and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in the City of San Antonio, Bexar County, Texas.

17. **Nonwaiver of Performance:** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved in writing, as described below. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

18. **Amendments:** No amendment, modification, or alteration of the terms hereunder shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. City may consider additional addendum(s) to this Agreement on a case-by-case basis.

19. **Conflict of Interest:** Hotel acknowledges that it is informed that the City of San Antonio Ethics Ordinance prohibits contracts between the City and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City agencies, such as City-owned utilities and certain City boards and commissions, and to contracts involving a business entity in which the official has a substantial

interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Hotel certifies (and this Agreement is made on reliance thereon) that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this Agreement, is an officer or employee of the City or any of its agencies.

20. **Examination of Hotel Records:** Upon request, all contracts, correspondence, books, accounts, and other records created, maintained or related directly to Hotel's performance under this Agreement shall be open to inspection and examination by an authorized representative of City during regular business hours. Should City request, Hotel shall provide all such records to City upon termination of this Agreement. Hotel agrees that it shall not, release any records created during the course of performance of the Agreement to any entity without first notifying the Director of the Managing City Department.

21. **Severability:** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

AGREEMENT SIGNATURES

It is the election of Hotel to receive convention sales leads and participate in the Booking Assessment Program. The parties to this agreement agree to comply with all the provisions stated herein. The signers of this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement and bind Hotel to all of the terms, conditions, provisions and obligations herein contained.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, BUT BOTH OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT, THIS THE _____ DAY OF _____, _____, TO BE EFFECTIVE _____.

CITY OF SAN ANTONIO CONVENTION &VISITORS BUREAU	**HOTEL NAME**
_____	_____
Name	Name
Title	Title

APPROVED AS TO FORM:

_____

City Attorney