RR
06/04/15
Item No. 4B

AN ORDINANCE 2015-06-04-0472

APPROVING THE TERMS AND CONDITIONS AND AUTHORIZING THE EXECUTION OF: (1) AN ECONOMIC DEVELOPMENT AGREEMENT WITH WESTON URBAN LLC ("WESTON URBAN") IN ACCORDANCE WITH THE CURRENT INNER-CITY REINVESTMENT AND INFILL POLICY (THE "ICRIP") AND CENTER CITY HOUSING INCENTIVE POLICY (THE "CCHIP") FOR THE REDEVELOPMENT OF REAL PROPERTY TO PROVIDE FOR 265 RESIDENTIAL HOUSING UNTIS IN THE CENTRAL BUSINESS DISTRICT; AND (2) AN ECONOMIC DEVELOPMENT AGREEMENT WITH WESTON URBAN FOR THE CONSTRUCTION OF A CLASS A OFFICE TOWER IN DOWNTOWN SAN ANTONIO IN ACCORDANCE WITH THE CITY'S ICRIP AND CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE.

* * * * *

WHEREAS, in accordance with Chapter 2267 of the Texas Government Code and the City's Public-Private Partnership Guidelines, the City Council approved a Comprehensive Development Agreement (the "CDA") among the City, Weston Urban LLC and Frost Bank; and

WHEREAS, as part of the CDA, Weston Urban will acquire certain City-owned property located at 400 N. Santa Rosa, 114 W. Commerce, and 319 W. Travis for the purpose of redeveloping such properties to facilitate the creation of 265 residential units in the central business district; and

WHEREAS, the City Council, through the passage of City Ordinance 2010-02-04-0084, established the Inner City Reinvestment and Infill Policy (the "ICRIP") and, through City Ordinance 2012-06-21-0501, established the Center City Housing Incentive Policy (the "CCHIP") to provide economic incentives to developers for the purpose of encouraging investment and redevelopment of the Inner-City; and

WHEREAS, the ICRIP and CCHIP provide certain defined incentives for developers whose projects meet the required criteria; and

WHEREAS, it is anticipated that the redevelopment of the properties formerly owned by the City will meet the criteria of the ICRIP and CCHIP; and

WHEREAS, the City desires to commit to Weston Urban that such incentives will be available at the time Weston Urban undertakes the redevelopment of the properties; and

WHEREAS, in addition to the creation of the 265 residential units, Weston Urban, under the terms and conditions of the CDA, will also undertake the construction of a Class A office tower on property located at the northwest corner of Flores and Houston St. that will serve as the corporate headquarters of Frost Bank; and

WHEREAS, it is anticipated that such a project would meet the criteria of the City's ICRIP and be considered for other economic incentives under the City's Chapter 380 Economic Development Program which authorizes the granting of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

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WHEREAS, the City desires to commit to Weston Urban that funds from the City's Chapter 380 Economic Development Program will be available at the time Weston Urban undertakes the construction of the Class A office tower and finds that the goals of Chapter 380 will be met by providing such incentives to Weston Urban to undertake and complete the office tower; **NOW, THEREFORE:**

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

SECTION 1. The City Council approves the terms and conditions of an Economic Development Agreement between the City and Weston Urban LLC for the redevelopment of property specified above to facilitate the creation of 265 residential units within the central business district in accordance with the City's ICRIP and CCHIP policies.

SECTION 2. The City Council also approves the terms and conditions of a separate Economic Development Agreement between the City and Weston Urban for the construction of a Class A office tower in downtown San Antonio to serve as the corporate headquarters of Frost Bank in accordance with the City's ICRIP and Chapter 380 Economic Development Program.

SECTION 3. The City Manager or her designee is authorized to execute the Economic Development Agreements, to include all ancillary agreements, documents, and exhibits in accordance with the purpose of this Ordinance. A copy of the Economic Development Agreements, in substantially final form, are attached to this Ordinance as "**Exhibit A**" and "**Exhibit B**." The final agreements shall be filed with this Ordinance upon execution.

SECTION 4. The City Manager, in concurrence with the Chief Financial Officer and City Attorney, shall have the authority to finalize any and all outstanding terms of the Economic Development Agreement, to include all ancillary agreements, documents and exhibits, so long as such terms are in accordance with this Ordinance.

SECTION 5. This Ordinance shall be effective immediately upon its passage by eight (8) votes or after the 10th day of its passage by less than eight (8) affirmative votes.

PASSED AND APPROVED this 4th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**4B (in consent vote: 4A, 4B, 4C, 4D, 4E, 4F)**
Date:	06/04/2015
Time:	09:39:49 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the negotiation and execution of an Economic Development Agreement with Weston Urban LLC in accordance with current Center City Housing Incentive Policy and Inner City Reinvestment Infill Policy for the construction of residential housing in the central business district; and an Economic Development Agreement with Weston Urban LLC for the construction of a Class A office tower in downtown San Antonio in accordance with the current Inner City Reinvestment Infill Policy and Chapter 380 of the Texas Local Government Code.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x			x	
Alan Warrick	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT A

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (this "***Agreement***") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (the "***City***"), and WESTON URBAN, LLC ("***Weston Urban***"), a Texas limited liability company, to be effective as of the 29th day of June, 2015 (the "***Effective Date***") (the City and Weston Urban each sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***").

ARTICLE 1. RECITALS

A. **WHEREAS**, in conformance with the requirements of Chapter 2267 of the Texas Government Code and the City's adopted Public-Private Partnership Guidelines (the "City P3 Guidelines"), the San Antonio City Council, on June 4, 2015 by Ordinance Number 2015-06-04-____ approved that certain Comprehensive Development Agreement (the "***CDA***") among the City, Weston Urban and Frost Bank.

B. **WHEREAS,** the CDA provides for collaboration among the City, Weston Urban and Frost Bank on a multi-faceted project that includes the intended development by Weston Urban of not less than two hundred sixty-five (265) new residential housing units in the aggregate on certain property defined in the CDA as the City Real Estate and the Additional Frost Properties, all located within the City's Central Business District or Inner City Reinvestment and Infill Policy ("***ICRIP***") boundaries.

C. **WHEREAS**, the City established an "as-of-right" economic development incentive program known as the Center City Housing Incentive Program ("***CCHIP***") by Ordinance No. 2012-06-21-0501 to promote the development of residential housing units within the Central Business District by providing municipal grants and loans in accordance with Chapter 380 of the Texas Local Government Code and certain fee waivers customarily charged by the City and San Antonio Water System ("***SAWS***") to new residential development projects meeting certain required criteria for such incentives on a first-come first-serve basis.

D. **WHEREAS**, the City adopted the ICRIP program by Ordinance No. 2010-02-04-0084 to promote investment and development within the Central Business District and other targeted areas of San Antonio through the waiver and/or reduction of certain municipal fees associated with the development of real estate.

E. **WHEREAS,** as of the Effective Date of this Agreement, the residential and associated mixed-use development contemplated by Weston Urban qualifies for incentives under both CCHIP and ICRIP, and both Parties wish to ensure that such incentives will be available during the Term of this Agreement so as to encourage Weston Urban to develop at least two hundred sixty-five (265) residential units on the City Real Estate and the Additional Frost Properties.

F. **WHEREAS**, the CDA contemplates the execution of this Agreement for purposes of identifying incentives under both CCHIP and ICRIP that will be available during the Term of this Agreement to encourage the development of at least two hundred sixty-five (265) residential units on the City Real Estate and the Additional Frost Properties, subject to the terms, conditions and provisions hereof and certain future appropriation of funds by the City Council as identified herein.

G. **WHEREAS**, this Agreement was authorized by the City Council contemporaneously with the CDA.

H. **WHEREAS**, the City is authorized under Chapter 380 of the Texas Local Government Code to make grants and loans for the purpose of promoting local economic development.

I. **WHEREAS**, in accordance with City Ordinance No. 100684, the City created an Economic Development Program for the purpose of making grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380.

J. **WHEREAS**, the City believes that the development of new residential units in the Central Business District on the City Real Estate and Additional Frost Properties will contribute to the economic development of the City by promoting local economic development.

NOW, THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 2. ELIGIBLE PROJECTS

Section 2.01 Eligible Project.

For purposes hereof, an "***Eligible Project***" shall mean any project that (a) is located on some portion of the Eligible Property (as defined below), (b) results in the creation of five (5) or

more housing units through either construction of new buildings, renovation and repurposing of existing buildings or a combination thereof, and (c) is commenced (such commencement being evidenced by the issuance of a building permit by the City) during the Development Period (as defined below).

Section 2.02 Eligible Property.

For purposes hereof, "***Eligible Property***" means collectively the City Real Estate (as defined in the CDA and depicted on Exhibit A to this Agreement) and the Additional Frost Properties (as defined in the CDA and depicted on Exhibit B to this Agreement).

Section 2.03 Development Period.

For purposes hereof the "***Development Period***" shall mean the period of time between: (i) the Effective Date hereof, and (ii) the fifth (5th) anniversary of the last City Move Completion Date (as defined in the CDA) for any portion of the City Real Estate.

Section 2.04 Priority of Development.

While an Eligible Project may be commenced at any time during the Development Period, Weston Urban shall use commercially reasonable efforts to initiate the redevelopment of that certain City Real Estate commonly known as "Municipal Plaza" located at 114 W. Commerce Street ("***Municipal Plaza***") as soon as reasonably practicable under the circumstances during the Development Period; provided, however, that the failure to initiate redevelopment of Municipal Plaza shall not be a default under this Agreement but incentives for such redevelopment will only be available to the extent an Eligible Project of Municipal Plaza is commenced during the Development Period.

ARTICLE 3. PROJECT OPERATORS

Section 3.01 Project Operators.

For purposes of this Agreement, the person or entity that owns an Eligible Property or Eligible Project at a particular moment in time may be referred to sometimes as the "***Project Operator***" and the City hereby acknowledges that Eligible Projects may be owned or developed

from time to time by persons other than Weston Urban (which may also be a Project Operator hereunder) but that the incentives set forth herein shall accrue to the benefit of such Project Operators so long as they comply with the terms, conditions and provisions of this Agreement and its Exhibits.

Section 3.02 Real Property Taxes.

In order for a Project Operator to receive the incentives provided under Article 4 of this Agreement for a particular Eligible Project, the Project Operator shall pay all ad valorem taxes owed on the real property comprising the Eligible Project, subject to the owner's right to protest taxable valuations as permitted by law. Ad valorem taxes levied against a property shall be determined by the Bexar County Appraisal District.

Section 3.03 Compliance with Law.

In order for a Project Operator to receive the incentives provided under Article 4 of this Agreement for a particular Eligible Project, such Eligible Project must be in compliance with all Applicable Laws (as defined in the CDA).

ARTICLE 4. CITY INCENTIVES

The City shall provide the following incentives to the Project Operator of each Eligible Project that is in compliance with the requirements set forth under Article 3 above:

Section 4.01 CCHIP Housing Incentives.

For each Eligible Project, the City shall provide to the Project Operator the grants, loans and fee waivers described in Exhibit C (collectively, the "***CCHIP Housing Incentives***") that are applicable to the Eligible Project; provided, however, that all of the CCHIP Housing Incentives, except for the ad valorem property tax rebates, are subject to future appropriation by the City Council.

Section 4.02 ICRIP Fee Waivers.

For the development of each Eligible Project and each Eligible Project's related infrastructure improvements, the City shall waive and/or discount (in accordance with the City's

ICRIP, as may be amended) those certain fees that are customarily levied by the City in connection with land development and construction for projects located in the ICRIP boundaries. Should the City discontinue the ICRIP or reduce the extent or amount of those fee discounts and/or waivers provided under the ICRIP as of the Effective Date, then those waivers and discounts listed in Exhibit D shall apply to the development of each Eligible Project that would qualify for ICRIP incentives, subject to the City's appropriation of funds.

Section 4.03 SAWS Impact Fee Waiver.

Subject to the appropriation of funds by SAWS to the City for the SAWS impact fee waiver program and in accordance with the CCHIP as of the Effective Date of this Agreement, the City shall waive all water system and wastewater system impact fees levied by SAWS in connection with development of each Eligible Project.

Section 4.04 Waiver of Right-of-Way Closure Fees.

In connection with the construction of each Eligible Project (including razing of any structures on site, construction of off-site utilities, and construction of related infrastructure), the City shall waive any and all City fees otherwise levied in connection with temporary closure of rights-of-way (including sidewalks, alleys or roadways) as may be required during construction.

ARTICLE 5.
GENERAL CONDITIONS

Section 5.01 Special Provisions

In accordance with Chapter 2264 of the Texas Government Code, no Project Operator shall knowingly employ any undocumented workers at their respective Eligible Project during the Term of this Agreement. If a Project Operator is convicted of a violation under 8 U.S.C. Section 1324a (f), then such Project Operator shall repay the City the amounts granted for the respective Eligible Project for the period covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date the respective Project Operator is notified by the City of such violation. The City, in its sole discretion, may extend the period for repayment herein. Additionally, the offending Project Operator shall pay interest on the amounts due to City 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.

Section 5.02 No Discrimination.

Each Project Operator shall use reasonable commercial efforts to ensure that no person shall, on the ground of race, color, national origin, religion, sex, age or handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any activity funded in whole or in part with the grants provided under this Agreement.

Section 5.03 Limitation on Use of Funds.

None of the performances under this Agreement rendered by a Project Operator shall involve, and no portion of the funds received by any Project Operator 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.

ARTICLE 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.01 By Weston Urban

Weston Urban hereby makes the following representations, warranties and covenants to the City as of the Effective Date:

A. Existence. Weston Urban is a limited liability company duly created and legally existing under the laws of the State of Texas.

B. Authorization. Weston Urban is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws relating to its corporate existence and authority to act, and the undersigned representative is authorized to act on behalf of Weston Urban to the terms of this Agreement.

Section 6.02 By the City

The City hereby makes the following representations and covenants to and with Weston Urban as of the Effective Date unless another date is expressly stated to apply:

A. Existence. The City is a municipal corporation and home rule city of the State of Texas principally situated in Bexar County.

B. Power and Authority. The City has all requisite municipal corporate power and authority to enter into this Agreement, and perform all of its obligations hereunder and thereunder. The execution and performance by the City of this Agreement has been duly authorized by the City Ordinance and do not require the consent or approval of any other person which has not been obtained, including, without limitation, any Governmental Authority.

ARTICLE 7. DEFAULTS, REMEDIES AND TERMINATION RIGHTS

Section 7.01 Event of Default

Each of the following will be an "***Event of Default***" under this Agreement:

A. Any uncured Event of Default under the CDA.

B. A Party fails to perform or observe any of the obligations, covenants or agreements to be performed or observed by such Party under this Agreement and such failure continues for (i) more than thirty (30) days following written notice of such failure to such Party, or (ii) such longer period of time as may be reasonable under the circumstances, if such failure cannot be cured within thirty (30) days because of the nature of the default and during such thirty (30) day period curative action has commenced and is thereafter pursued diligently by such Party.

Section 7.02 Uncured Event of Default by Weston Urban or a Project Operator

Should there be an uncured Event of Default by Weston Urban under the CDA, the City may, as its sole remedy, terminate this Agreement. Should there be any other uncured Event of Default under this Agreement by Weston Urban or another Project Operator, then the sole remedy of the City for such default shall be to cease any grant payments or fee waivers provided hereunder with respect to the Eligible Projects owned by such defaulting Project Operator; provided, however, that if prior to completion and issuance of a certificate of occupancy for an

Eligible Project, such project is abandoned or modified so as to no longer meet the definition of an Eligible Project, then the City shall have right to recapture any grant payments or fee waivers made with respect to such project. In no event shall a default by one Project Operator create a default by any other Project Operator (including Weston Urban) or cause such other Project Operator to lose the right to any of the incentives set forth hereunder.

Section 7.03 Remedies for Uncured Event of Default by City

Should City fail to cure an Event of Default within the provided cure period, Weston Urban (or assignee as the case may be) may pursue all remedies available to it under law to collect payments made and enforce the performance obligations of the City hereunder, including those rights reserved under Article 9 of this Agreement.

ARTICLE 8. FORCE MAJEURE

Section 8.01 Mitigation

Each Party shall use commercially reasonable efforts to mitigate any delay in performance by such Party under this Agreement caused by Force Majeure.

Section 8.02 Notice

Each Party whose performance under this Agreement is prevented by Force Majeure shall provide notice to the other Parties within ten (10) Business Days after the Party becomes aware of the occurrence of the Force Majeure. The notice shall describe the facts and circumstances of the Force Majeure and the anticipated effect thereof on the performance of such Party's obligations, duties, covenants and agreements under this Agreement, which notice shall be supplemented from time to time upon request. Such Party shall also give notice to the other Parties of its ability to resume performance under this Agreement within a reasonable time following termination of the Force Majeure.

Section 8.03 Effect of Force Majeure

For so long as a Party is unable to perform a duty, obligation or covenant under this Agreement because of the existence or the effect of Force Majeure, the performance of such duty, obligation or covenant will be suspended.

ARTICLE 9. MISCELLANEOUS PROVISIONS

Section 9.01 Term

Unless earlier terminated pursuant to the terms, conditions and provisions hereof, the Term of this Agreement shall extend from the Effective Date until the final payment of any amounts due to the Project Operator or any assignee thereof, pursuant to this Agreement.

Section 9.02 Notices

The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications required or permitted to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date following such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

The City: City of San Antonio
100 Military Plaza, 1st Floor
San Antonio, Texas 78205
Attention: City Manager

With copies to:	City Clerk 100 Military Plaza, 2nd Floor San Antonio, Texas 78205, and City Attorney 100 Military Plaza, 3rd Floor San Antonio, Texas 78205
Weston Urban:	Weston Urban, LLC Attn: Randy Smith 112 East Pecan Street, Suite 100 San Antonio, Texas 78205
With a copy to:	Stephen L. Golden Golden, Steves, Cohen & Gordon LLP 300 Convent Street, Suite 2600 San Antonio, Texas 78205

The Parties may, from time to time, change their respective addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) Business Days written notice to the other Parties. Upon acquisition of any portion of the Eligible Property, a Project Operator shall provide the City with its address for purposes of receiving notices hereunder.

Section 9.03 Assignment

Except as provided below in this Section 9.03 with respect to Municipal Plaza, the City expressly authorizes Weston Urban and its successors to assign the benefits and obligations of this Agreement to one or more Project Operators that acquire Eligible Property from Weston Urban (or its successors) during the Term of this Agreement, and such assignment may occur without the prior authorization or approval of the City. Notwithstanding the foregoing, the Parties agree that any assignment made under this Section shall be in writing and executed by both assignor and assignee specifying that all benefits and all obligations of this Agreement shall pass to the respective assignee for the particular Eligible Project and/or Eligible Property. The Parties agree that the City shall be notified in writing of any assignment within ten (10) business days along with the notice address for the Project Operator taking such an assignment. With respect to any assignment of the benefits and obligations of this Agreement pertaining to

Municipal Plaza, no such assignment shall be valid until after thirty (30) days' notice delivered to the City (a) informing the City of such assignment, and the name and contact information for the assignee and (b) including documentation evidencing that the assignee will be assuming all of the obligations of this Agreement that relate to Municipal Plaza on the effective date of such assignment.

Section 9.04 Business Days

If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first Business Day following such Saturday, Sunday, or legal holiday.

Section 9.05 Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under Applicable Law, then said clause or provision shall not affect any other clause or provision and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein. In addition 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 will be added to the Agreement.

Section 9.06 Maximum Incentives to be Provided.

Notwithstanding the foregoing, should the City adopt policies or programs within the Development Period that provide grants and/or fee waivers for Central Business District housing development in a greater monetary amount, OR over a more favorable period of time OR under more favorable terms than the incentives provided under this Agreement, then Project Operator shall have the right to submit an application to be considered under such new policies or programs and nothing in this Agreement shall preclude Weston Urban or any other Project Operator from applying for any other available incentives either before,, during or after the Development Period.

Section 9.07 Waiver

Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.08 Reservation of Rights

The City acknowledges that Project Operators (including Weston Urban) undertaking Eligible Projects or acquiring Eligible Property will be acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to pursue the Eligible Projects. Notwithstanding anything to the contrary herein, the City agrees to the maximum extent permitted by law that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement and that this Agreement is subject to the terms and conditions of Subchapter I of Chapter 271, Texas Local Government Code, as amended.

Section 9.09 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as any other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.10 Governing Law; Venue

THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICTS OF LAW). VENUE SHALL BE IN BEXAR COUNTY, TEXAS.

Section 9.11 No Oral Modification

Any agreement hereafter made shall be ineffective to change, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the Party against whom such charge, waiver, modification, discharge, termination or abandonment is sought to be enforced.

Section 9.12 No Party Deemed Drafter

Each Party has thoroughly reviewed and revised this Agreement (including each exhibit hereto) and has had the advice of counsel prior to execution hereof, and the Parties agree that none of them shall be deemed to be the drafter hereof.

Section 9.13 Use of Defined Terms

Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of members of the relevant class. Any reference to this Agreement or any exhibits hereto and any other instruments, documents and agreements shall include this Agreement, exhibits and other instruments, documents and agreements as originally executed or existed and as the same may from time to time be supplemented, modified or amended.

Section 9.14 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document. The Parties agree to circulate for execution all executed such counterparts in order that each Party may obtain a counterpart executed by all Parties.

Section 9.15 Entire Agreement, Amendment and Waiver, Survival

This Agreement, together with exhibits hereto and thereto, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Notwithstanding any other provision contained herein, the Parties agree that the Recitals under Article 1 of this

Agreement do not create any binding obligations among the Parties but merely to aid in explaining the purpose and background of this Agreement; provided, however, that terms defined in the Recitals shall have the meaning ascribed to them in the Recitals. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought, and in the case of the City, approved by action of City Council unless otherwise expressly set forth herein. No failure or delay of any Party in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right of power, preclude any other or future exercise thereof or the exercise of any other right or power. All of the representations and warranties of each Party contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement and any termination hereof. Unless otherwise set forth in this Agreement, all agreements of the Parties contained in this Agreement which must survive to afford each respective Party the anticipated benefits of such agreements shall likewise survive, whether or not identified in this Agreement to so survive.

Section 9.16 Table of Contents; Headings

The table of contents and headings of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

Section 9.17 Parties in Interest

The terms of this Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person (other than the Parties hereto and their successors and permitted assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

Section 9.18 Incorporation of Exhibits and Other Documents

The following exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement:

Exhibit A	City Real Estate
Exhibit B	Additional Frost Properties
Exhibit C	CHIP Project Incentives
Exhibit D	ICRIP Fee Waivers and Reductions

[*Remainder of page intentionally blank*]

DRAFT

THEREFORE, IN WITNESS WHEREOF, the City and Weston Urban have executed this Agreement to be effective as of the 29th day of June, 2015.

DRAFT

THEREFORE, IN WITNESS WHEREOF, the City and Weston Urban have executed this Agreement as of this _____ day of _____, 2015.

CITY OF SAN ANTONIO,
a municipal corporation

_____
Sheryl L. Sculley
CITY MANAGER

WESTON URBAN LLC,
a Texas limited liability corporation

_____
Randal C. Smith
Manager
Weston Urban GP, LLC

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Martha G. Sepeda
ACTING CITY ATTORNEY

DRAFT

EXHIBIT A

City Real Estate

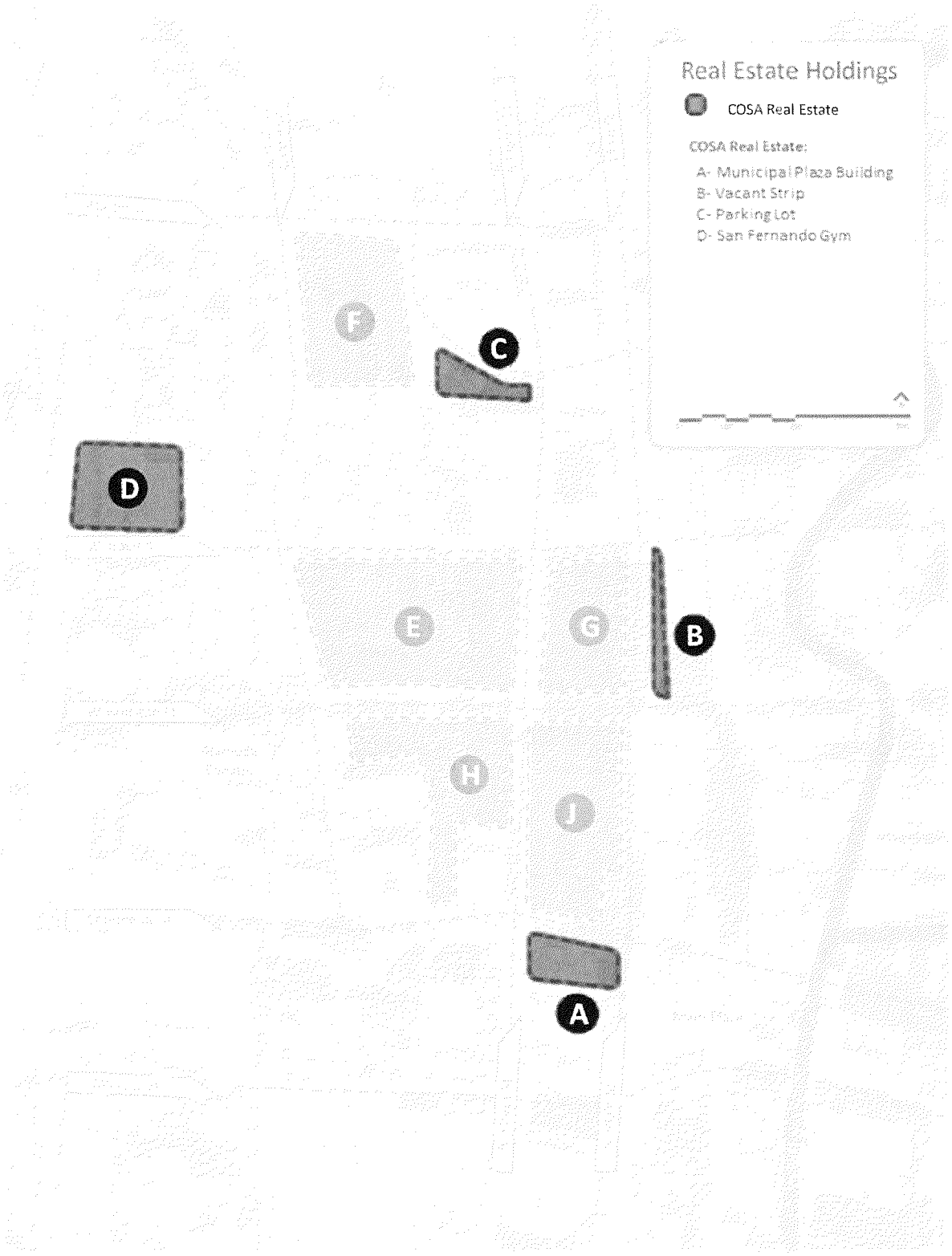


EXHIBIT B

Additional Frost Properties

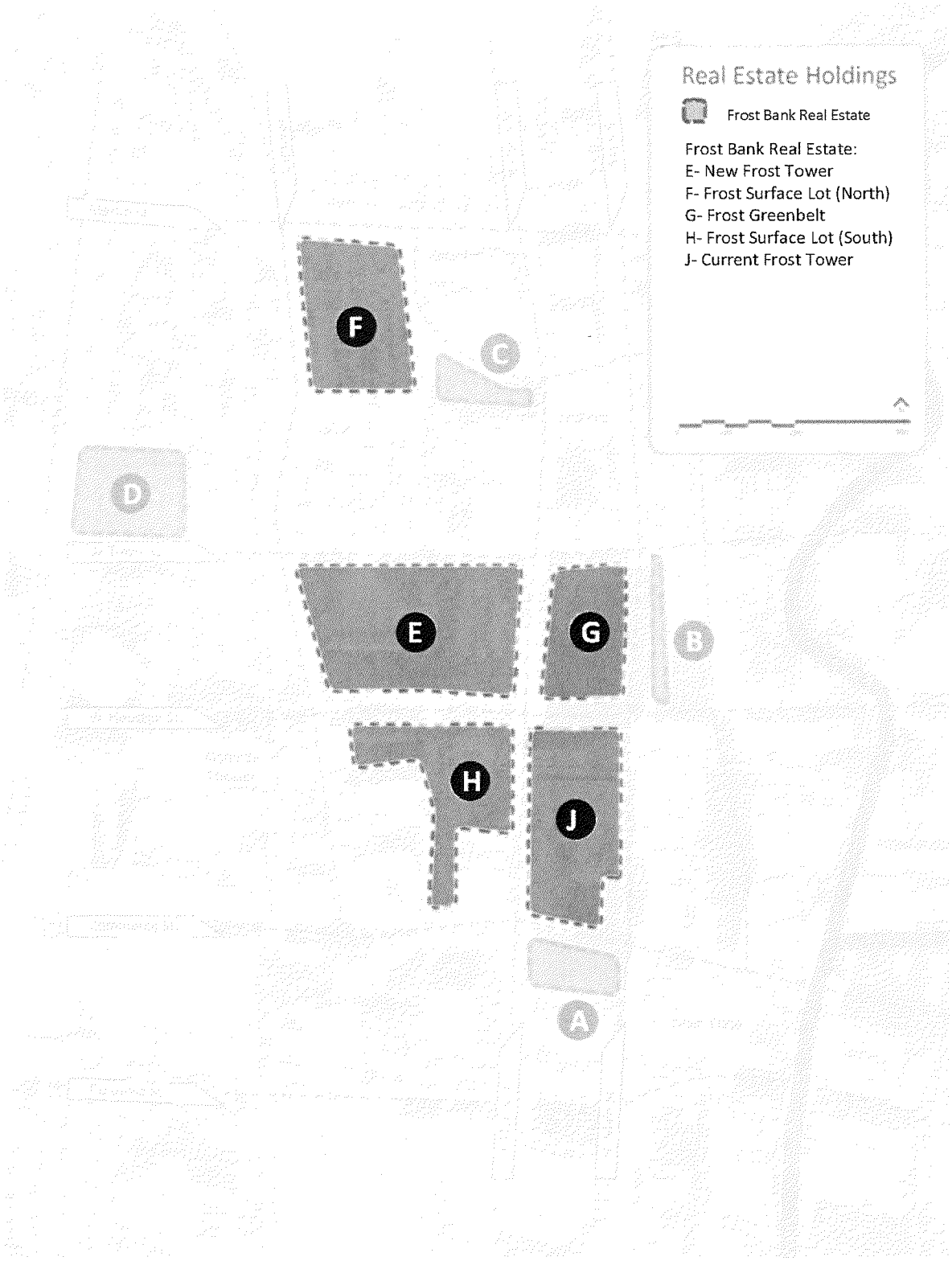


EXHIBIT C

CCHIP Housing Incentives

Section 1. 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.

Brownfields Redevelopment - Abandoned or underutilized properties where expansion, renovation or redevelopment is complicated by real or perceived 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 offered to non-profit organizations; or educational, health, recreational, or other essential neighborhood services.

Community Revitalization Action Group (CRAG) – defined as the San Antonio city limits prior to 1940, which is a 36 square mile area, with the center being the dome of the San Fernando Cathedral. Hildebrand Avenue to the north, Division Street to the south, Rio Grande Street to the east, and 24th Street to the west.

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

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) - Site development features such as rain gardens, bioswales, pervious pavement and other methods provide a functional use of vegetation or permeable surfaces to retain storm water and filter its pollutants before the water is diverted to a storm water collection system.

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.

Housing Project – A multifamily rental or for sale housing development within the CRAG.

Structured Parking - Parking facilities that are constructed in or as part of a Housing Project. Does not apply to surface parking.

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

Targeted Growth Areas - The Downtown Strategic Framework Plan identified 8 Targeted Growth Areas for housing redevelopment. These areas are well positioned for residential growth and mixed use development based on an assessment of market momentum, physical capacity for growth, and proximity to areas with established neighborhood character. The 8 Target Growth Areas include Midtown/River North, Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and Near West Side.

Transit Oriented Development - A Project designed to maximize access to public transport. Often incorporates features to encourage transit ridership.

Section 2. Geographic Area

The level of incentives provided by the CCHIP is based on the Housing Project's location within the CRAG (Exhibit A). The level of incentive will increase if the Housing Project is within 1 of the 8 Targeted Growth Areas'. The 8 Targeted Growth Areas include Midtown/River North, Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and West Side Multimodal/UTSA (Exhibit B).

In an effort to simplify the Policy, the Targeted Growth Areas have been re-classed into 4 Incentive Tiers. Exhibit C illustrates each of the 8 Targeted Growth Areas and the 4 Incentive Tiers and also includes a boundary description for each area.

1. Tier 1 – Downtown Core
2. Tier 2 – Near West Side, Near East Side, Civic Core, Cesar Chavez/Hemisfair, Medical District, Civic Core, and Near River South
3. Tier 3 – River North
4. Tier 4 - Midtown

Section 3. Real Property Tax Reimbursement Grant

Housing Projects within the CRAG will receive a Real Property Tax Reimbursement Grant (Grant). The City's real property tax increment generated as a result of the Housing Project is the funding source of the Grant. If a Housing 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 Housing Project's geographic location or type. The rebate is based on the City's participation level in the Tax Increment Reinvestment Zone where the Housing Project is located. If a Housing Project is not within a Tax Increment Reinvestment Zone it will receive a rebate of 66% of the previous year's real property tax increment remitted to the City over a period of time that is determined based on the Housing Project's geographic location or type.

The period over which the Grant will be disbursed will be either 10 or 15 years depending on the Housing Project's geographic location or type. A Housing Project will receive a Grant that is disbursed for 10 years if it is located within the CRAG. A Housing Project will receive a Grant that is disbursed for 15 years if it is located within 1 of the 4 Tiers or if it is an Adaptive Reuse or Brownfields Redevelopment Project in the CRAG.

Additionally, if the Housing 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.

If a Housing Project is a market rate rental project it is required to maintain 10% of its housing units at the Housing Project's first year rental rate per square foot, adjusted for inflation in accordance with the Consumer Price Index (CPI) for the San Antonio-New Braunfels MSA, for the term of the Grant.

Section 4. Inner City Incentive Fund Loan

Housing Projects within 1 of the 4 Tiers qualifies for an Inner City Incentive Fund Loan (Loan) if the Housing Project meets certain Categories. Housing Project Categories include the following:

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 the West Side Multi-Modal Center or Robert Thompson Transit Center

The total Loan amount is calculated per housing unit and varies based on the Tier that a Project is located in and is as follows:

Tier 1 – A Project in Tier 1 will receive $3,000 per housing unit for each of the Categories it meets and will not exceed $6,000 per housing unit.

Tier 2 – A Project in Tier 2 will receive $1,500 per housing unit for each of the Categories it meets and will not exceed $3,000 per housing unit.

Tier 3 - A Project in Tier 3 will receive $1,000 per housing unit for each of the Categories it meets and will not exceed $2,000 per housing unit.

Tier 4 – A Project in Tier 4 will receive $500 per housing unit for each of the Categories it meets and will not exceed $1,000 per housing unit.

If the Housing 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.

Additionally, a Housing Project qualifies for a Loan bonus equal to $1,000 per housing unit if it includes structured parking that accommodates the housing units and $500 per housing unit if it incorporates Low Impact Development features. The per unit Loan bonus amount is the same for all Tiers.

Rate on the Loan is a fixed rate equal to the one year LIBOR Rate on the date the loan is executed plus 75 basis points with interest compounding annually through the repayment in year 7. The Loan will be disbursed upon proof of the following: (1) receipt of a building permit and (2) project financing. However, Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds (ICIF) through the annual budget process.

Section 5. Mixed Use Forgivable Loan

A Project will receive an 0% Inner City Incentive Fund Forgivable Loan for retail and commercial tenant finish-out improvements 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 Forgivable Loan amount will be forgiven annually over a 5 year period provided the space is leased for at least 80% of the term and that the Forgivable Loan is a direct pass-through to the initial tenant of the space to be used exclusively for tenant finish-out improvements. However, Forgivable Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds through the annual budget process.

Center City Housing Incentive Policy (CCHIP) Scoring Matrix

Minimum eligibility for all incentives: Project must be located in ICRIP and create at least two housing units under a single Certificate of Occupancy. See table below for additional eligibility requirements.

Incentive	Description	Other Eligibility Requirements	Incentive Terms	
Fee Waivers	Waiver of City of San Antonio fees and SAWS impact fees	None	Waiver of City fees as identified in the ICRIP and 100% of SAWS water and sewer impact fees	
Tax Reimbursement Grant*	Annual rebate to developer of taxes paid to the City on the improved value of the property. Rebate percentage based on TIRZ participation.**	None	Located in ICRIP only	10 years
			Located in Incentive Tier	15 years
			Brownfield or Adaptive Reuse project located in the ICRIP	15 years
ICIF Loan	Low interest, 7-year loan calculated per housing unit.***	Located in an Incentive Tier AND classified in at least one project category****	Incentive Tier	One Category / Two or More Categories
			Tier 1	$3,000 / $6,000
			Tier 2	$1,500 / $3,000
			Tier 3	$1,000 / $2,000
			Tier 4	$500 / $1,000
ICIF Loan Bonus	Low interest, 7-year loan calculated per housing unit.	Located in an Incentive Tier AND includes structured parking AND/OR includes low impact development features	Includes structured parking	$1,000
			Includes low impact development	$500
Mixed-Use Forgiveable Loan	0%, 5-year forgiveable loan for tenant finish-out improvements.*****	Located in an Incentive Tier AND includes retail and/or commercial office space on first floor.	Includes retail space	$20 per square foot
			Includes commercial office space	$10 per square foot

* Historic Exemption Tax Credit, if applicable, to be applied in parallel - no taxes in years 1-5, 50% taxes in years 6-10. Tax Reimbursement Grant will rebate any payment made over the base during years 1-15, as applicable based on project location. Project must maintain first year rental rate for 10% of units throughout grant term.

** Projects not located in a TIRZ would receive a rebate of 66% of the taxes paid to the City. TIRZ projects would be rebated based on participation level of the TIRZ.

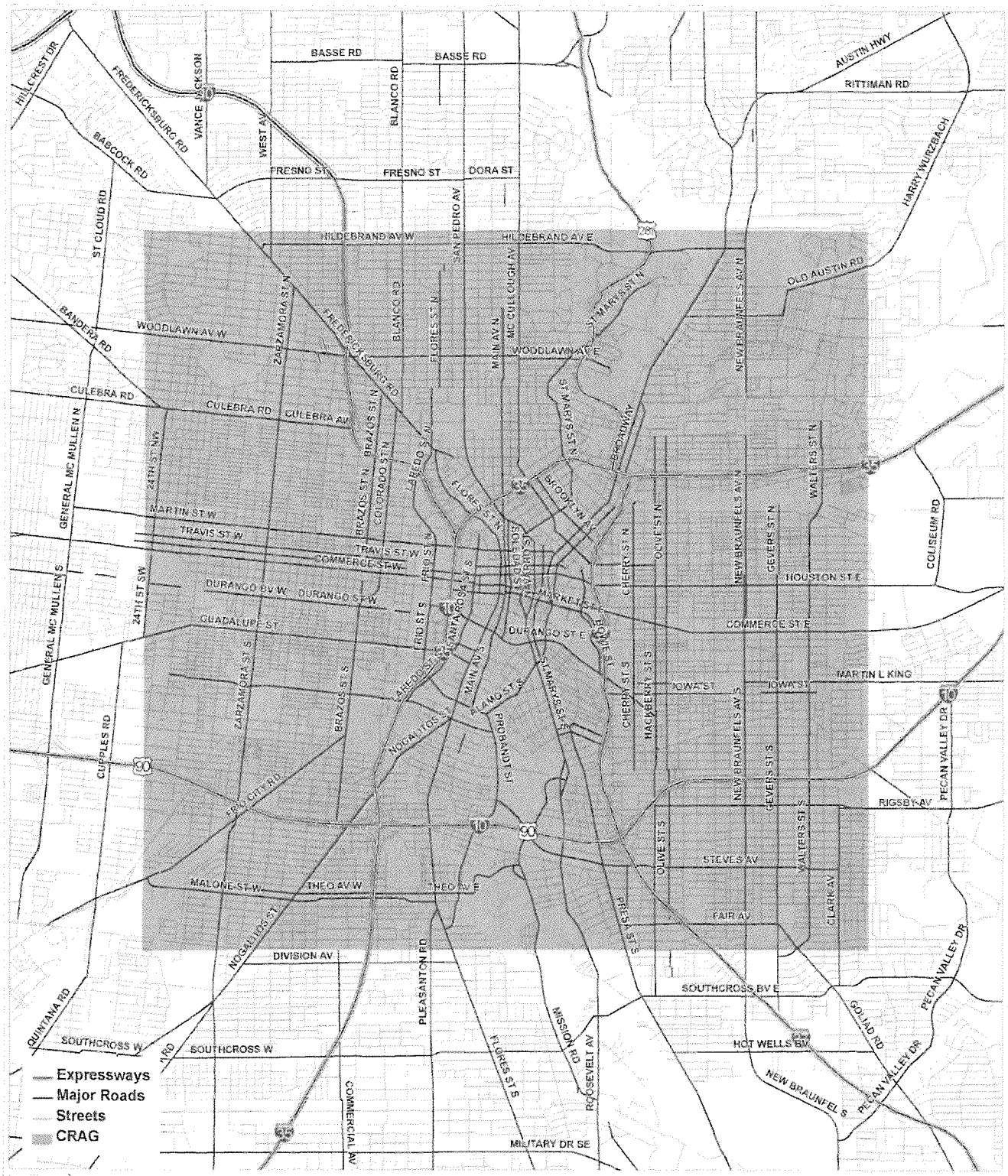
*** Loan rate is fixed equal to the one year LIBOR rate plus 75 basis points, with interest compounding annually.

**** Project Categories: Mixed Income, Community Use, Adaptive Reuse, Brownfield Redevelopment, Historic Rehabilitation, High-rise Residential Development, Student Housing, Transit-oriented Development within 1/4 mile of the West Side Multi-modal Center or Robert Thompson Transit Center.

***** Forgiveable over 5 years at 20% per year. Loan proceeds must pass-through to tenant and space must remain leased for at least 80% of the term.

ILLUSTRATION OF CCHIP INCENTIVES

EXHIBIT A to Exhibit C

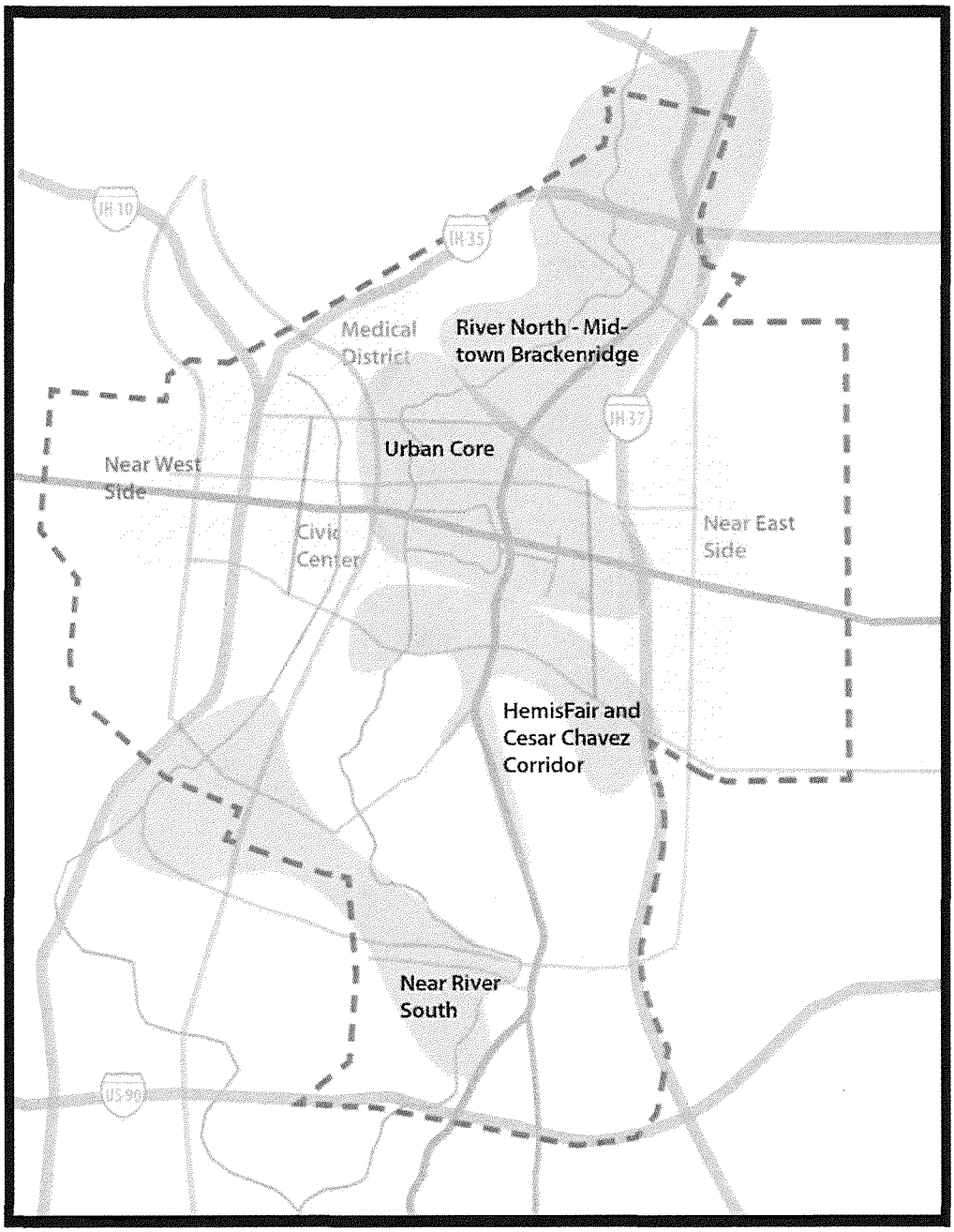


Community Revitalization Action Group (CRAG) Area (Original 36 Sq. Mi.)

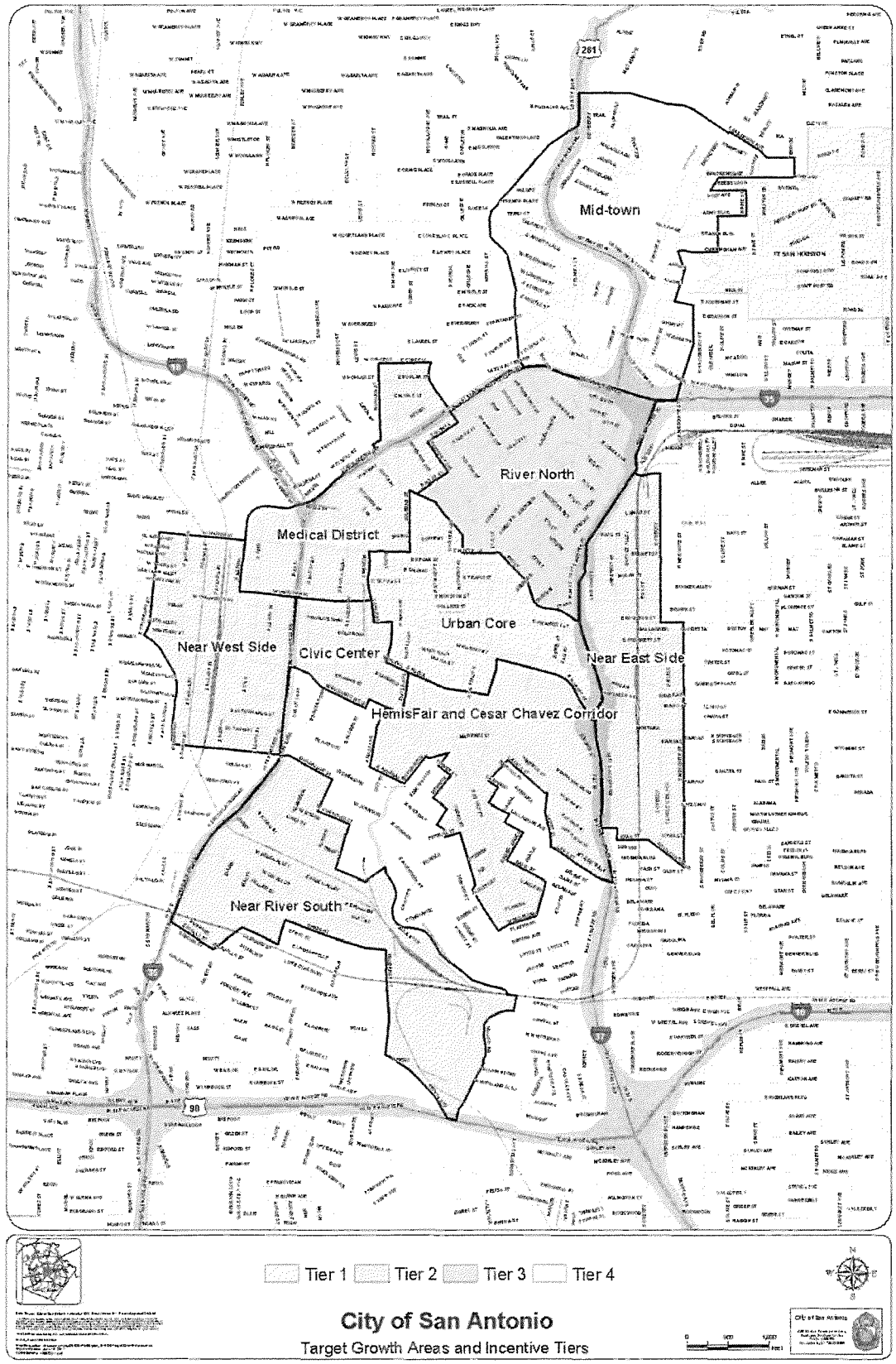
City of San Antonio

0 0.25 0.5 0.75 1 Miles

City of San Antonio Planning and Development Services Department



DOWNTOWN STRATEGIC FRAMEWORK PLAN
TARGET GROWTH AREAS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River North
Medical District
Urban Core
Near West Side
Civic Center
Near East Side
HemisFair and Cesar Chavez Corridor
Near River South
Tier 1
Tier 2
Tier 3
Tier 4
City of San Antonio
Target Growth Areas and Incentive Tiers

Street Boundaries for Housing Growth Areas

Tier 1

Urban Core
The area bounded by Navarro St. from Soledad St., southeast to E. Martin St. continuing southeast along 3rd St. to Bonham St., east along Houston St. to IH 37 / US Hwy 281, south to E. Market St., north and west along E. Market St. to S. Alamo St., south to E. Nueva St., west to S. Flores St., north to Commerce St., west to Camaron St., north to W. Martin St., east to Soledad St., and north to Navarro St.

Tier 2

Medical District
The area bounded by W. Cypress St. from Howard St., east to McCullough Ave., south to E. Quincy St., west to Lexington Ave., south to Dallas St., west to Navarro St., north to Soledad St., south to Martin St., west to Camaron St., south to W. Houston, west to N. Medina St., north to N. Frio St continuing as Perez St. to the IH 10 / IH 35 Junction, northeast along IH 35 to San Pedro Ave., north to W. Elmira St., east to Howard St., and north to W. Cypress St.

Near West Side
The area bounded by W. Martin St. from N. Colorado St., east to N. Medina St., south to W. Houston St., east to IH10 / IH35, south to Guadalupe St., west to Alazan Creek, north and west to S. Colorado St., and north to W. Martin St.

Civic Center
The area bounded by IH10 / IH35 from W. Houston St., east to Camaron St., south to W. Commerce St., east to N. Flores St., south to W. Nueva St., east to Dwyer Ave., south to Old Guilbeau St., west to S. Flores St., south to Cesar Chavez Blvd., west to IH10 / IH35, and north to W. Houston St.

Near East Side
The area bounded by N. Cherry St. from Sherman St., south to Nolan St., east to N. Mesquite St., south to E. Durango Blvd., west to Iowa St., west to Hoefgen Ave., north to Parsons, west along Parsons to IH37 / US Hwy 281, north along IH37 / US Hwy 281 to E. Jones Ave., east across Austin St. and the Union Pacific Railroad tracks to Sherman St., and east to N. Cherry St.

Hemisfair and Cesar Chavez Corridor
The area bounded by E. Nueva St. from Dwyer Ave., east to S. Alamo St., north to E. Market St., east to IH37 / US Hwy 281, south to Leigh St., west along Leigh St. to Labor St., north to Lavaca St., west to Matagorda St., southwest to Camargo St., east to San Arturo St., south to Callaghan Ave., east to Canal St., south to Leigh St., east to Eager St., south to Sadie St., east to Labor St., south to Carolina St., west to Cedar St., north to

Pereida St., west to Mission St., north to S. Alamo St., east to Beauregard St., west to Madison St., northeast to Turner St., west to King William St., north to Washington St., southwest along Washington St. to Turner St., west to Washington St., southwest to E. Arsenal St., west to S. Main Ave., north to Old Guilbeau St., east to Dwyer Ave., and north to E. Nueva St.

Near River South
The area bounded by Guadalupe St. from IH10 / IH35, east to S. Flores St., south to W. Guenther St., east to S. Main Ave., south to S. Alamo St., east then north along S. Alamo St. to the San Antonio River, southeast along the San Antonio River to the Union Pacific Railroad, east to S. St. Mary's St., south to Mission Rd., west and south along Mission Rd. to IH10 / US Hwy 90, west to Steves Ave., north to Probandt St., north to Simon St., west to S. Flores St., south to W. LaChapelle St., west to Nogalitos St., south to W. Zavalla St., west to IH10 / IH35, and north and east along IH10 / IH35 to Guadalupe St.

Tier 3

River North
The area bounded by IH 35 N from McCullough Ave, north and east to the US Hwy 281 Junction, south along US Hwy 281 to E. Houston St., west to 3rd St., north and west along 3rd St. continuing west as Martin St. to Navarro St., north and west to Dallas St., east to Lexington Ave., north to E. Quincy St., east to McCullough Ave., and north to IH 35 N.

Tier 4

Midtown
The area bounded by E. Mulberry Ave from US HWY 281, east to Tendick St., south to Brackenridge Ave., west to the eastern boundary of parcel 1079569, south to the northern boundary of parcel 148441, east along the northern boundaries of parcels 148442 – 148453 to N. Pine St, south to Army Blvd, west to Haywood Ave., south to Cunningham Ave, west to Broadway, south along N. Alamo St to E. Josephine St, south along Austin St. to IH 35, west to N. St. Mary's St., north and east to US Hwy 281, and west and north along US Hwy 281 to E. Mulberry Ave.

EXHIBIT D

ICRIP FEE WAIVERS AND REDUCTIONS

(*See following document*)

CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT

FY 2015 FEE SCHEDULE

Development Services Department

Mission Statement:

Partnering with our Community to Build and Maintain a Safer San Antonio

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BUILDING DEVELOPMENT FEES

The Building Development fees are assessed for plan review, inspections, certificates of occupancy, and trade licenses, and renewals. Commercial and existing residential building plan review and permit fees are based upon valuation. New residential building plan review and permit fees (including trade permit fees) are based upon square footage. For new commercial construction, the building plan review fee includes the following reviews: Building, Fire, Electrical, Mechanical, Plumbing, Street, Traffic, Drainage, Aviation, and Historic Preservation. The department also has review fees for reviews involving only one trade. Commercial trade permit fees are based upon a flat rate plus additional charges for specific items inspected.

Building License and Registration Fees

Homebuilders – Annual State License Registration for Homebuilders	$85.00
Home Improvement Contractor - Initial Registration	$75.00
Home Improvement Contractor - Renewal	$75.00
Home Improvement Contractor - Appeal	$75.00
Duplicate Copy of Home Improvement Contractor (plus tax)	$5.00

BUILDING PLAN REVIEW AND PERMIT FEES

NEW RESIDENTIAL CONSTRUCTION

The plan review and permit fees for new residential construction is based upon the project's square footage. Under the new fee structure, customers will pay for their trade permit fees at the time the building permit is issued. These fees will be assessed to the building permit. Electrical, mechanical, and plumbing subcontractors will still need to obtain a separate permit but the permit fees will not be assessed if the fees are paid on the building permit. The subcontractor will need to link their permits to the parent permit using the parent-child relationship.

SF Range	Building Permit	Electrical Permit	Mechanical Permit	General Plumbing Permit	Sewer Permit	Plan Review	Total Basic Permit Fees	TML Permit*	TOPS Permit*	Gas Permit *
0000-0500	$ 150	$ 100	$ 80	$ 68	$ 64	$ 200	$ 654	$ 57	$ 54	$ 64
0501-1000	$ 425	$ 100	$ 80	$ 119	$ 64	$ 200	$ 988	$ 57	$ 54	$ 64
1001-1250	$ 450	$ 100	$ 80	$ 128	$ 64	$ 200	$ 1,022	$ 57	$ 54	$ 64
1251-1500	$ 625	$ 100	$ 80	$ 132	$ 64	$ 200	$ 1,201	$ 57	$ 54	$ 64
1501-1750	$ 800	$ 100	$ 85	$ 145	$ 64	$ 200	$ 1,394	$ 57	$ 54	$ 64
1751-2000	$ 850	$ 100	$ 85	$ 149	$ 64	$ 200	$ 1,448	$ 57	$ 54	$ 64
2001-2250	$ 850	$ 100	$ 85	$ 151	$ 64	$ 200	$ 1,450	$ 57	$ 54	$ 64
2251-2500	$ 850	$ 100	$ 85	$ 156	$ 64	$ 200	$ 1,455	$ 57	$ 54	$ 64
2501-3000	$ 880	$ 110	$ 85	$ 164	$ 64	$ 200	$ 1,503	$ 57	$ 54	$ 64
3001-3500	$ 920	$ 110	$ 90	$ 178	$ 64	$ 400	$ 1,762	$ 57	$ 54	$ 64
3501-4000	$ 930	$ 120	$ 110	$ 190	$ 64	$ 400	$ 1,814	$ 57	$ 54	$ 64
4001-5000	$ 1,000	$ 125	$ 140	$ 207	$ 64	$ 400	$ 1,936	$ 57	$ 54	$ 64
5001-6000	$ 1,100	$ 125	$ 165	$ 223	$ 64	$ 400	$ 2,077	$ 57	$ 54	$ 64
6001-6500	$ 1,200	$ 150	$ 245	$ 283	$ 64	$ 600	$ 2,542	$ 57	$ 54	$ 64
6501-7000	$ 1,400	$ 150	$ 245	$ 342	$ 64	$ 600	$ 2,801	$ 57	$ 54	$ 64
7001-7250	$ 1,550	$ 200	$ 245	$ 351	$ 64	$ 600	$ 3,010	$ 57	$ 54	$ 64
7251-7500	$ 1,725	$ 200	$ 245	$ 355	$ 64	$ 600	$ 3,189	$ 57	$ 54	$ 64
7501-7750	$ 1,900	$ 200	$ 250	$ 368	$ 64	$ 600	$ 3,382	$ 57	$ 54	$ 64
7751-9000**	$ 2,000	$ 200	$ 250	$ 372	$ 64	$ 600	$ 3,486	$ 57	$ 54	$ 64

***Optional Fees**

****For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage**

RESIDENTIAL CONSTRUCTION – Existing (Remodels and Additions)

Residential Building Plan Review Valuation Check

Development Services established minimum values for the cost of residential construction, or existing structures, based upon the following costs per square foot. 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. For existing residential projects, determination of minimum value per square foot shall be established as follows:

Wood Frame (per square foot)	$65.00
Wood Frame with Masonry (per square foot)	$70.00
Solid Masonry (per square foot)	$80.00
Concrete Block on Slab Foundation (per square foot)	$16.00
Unknown Valuation - Due at time of submission. (Balance due when value is determined)	$124.00
Residential Accessory Building	
Finished (percent of valuation/square footage)	100%
Unfinished Interior (including Carport) (percent of valuation/square footage)	50%
Future Construction - Foundation Only (per square foot)	$3.00
Detached Accessory Building Foundation over 600 sq. ft. (per square foot)	$3.00
Foundation over 600 sq. ft. (per square foot)	$3.00

Residential Plan Review Fees (Existings remodels and additions to existing homes)

Valuation: $0 - $24,000	$100.00
Valuation: $24,001 - $200,000	$100.00 plus $1.38/$1000, or fraction thereof, over $24,000
Valuation $200,001 - $1,000,000	$342.88+$0.72/$1,000, or fraction thereof, over $200,000
Valuation > $1,000,000	$918.88+$0.17/$1,000, or fraction thereof, over $1,000,000
Mobile Home Installation	$50.00
Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	
Residential Swimming Pool Plan Review Fee	Based on Valuation with $30,000 minimum value
Residential Plan Retrieval Fee	$100.00

Residential Permit Fees (remodels and additions to existing homes)

Residential Building Permit Fees	
Valuation: $0-$1,000	$100.00
Valuation: $1,001 - $25,000	$100.00+$7.28/$1,000, or fraction thereof, over $1000
Valuation: $25,001 - $75,000	$274.87+$5.72/$1,000, or fraction thereof, over $25,000
Valuation > $75,000	$560.00+$1.25/$1,000, or fraction thereof, over $75,000
Residential Fence Permit	$25.00
Residential Re-roof Permit	$25.00

COMMERCIAL CONSTRUCTION

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 of San Antonio. 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.

Commercial Plan Review Fees

Valuation $0 - $1,000	$100.00
Valuation $1,001 - $200,000	$100.00+$1.60/$1,000, or fraction thereof, over $1,000
Valuation $200,001 - $1,000,000	$418.40+$1.50/$1,000, or fraction thereof, over $200,000
Valuation $1,000,001 - $5,000,000	$1,618.40+$0.75/$1,000, or fraction thereof, over $1,000,000
Valuation > $5,000,000	$4,618.40+$0.50/$1,000, or fraction thereof, over $5,000,000

Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	
Commercial Irrigation Plan Review	$100.00
Commercial Swimming Pool Plan Review Fee	Based on Valuation

Commercial Permit Fees

Valuation: $0-$1,000	$100.00
Valuation: $1,001 - $25,000	$100.00 + $7.28/$1,000, or fraction thereof, over $1,000
Valuation: $25,001 - $75,000	$274.87+ $5.72/$1,000, or fraction thereof, over $25,000
Valuation: > 75,000	$560.00 + $2.00/$1,000, or fraction thereof, over $75,000
Commercial Conditional Permit Fees (plus the Building Permit Fee)	$200.00
Commercial Fence (plus Plan Review Fee)	Based Upon Building Valuation
Commercial Re-Roof (plus Plan Review Fee when applicable)	Based Upon Building Valuation
Commercial Permit Extension fee	50% of Permit (plus cost of permit)

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/Roll
School Districts-New	$150/Roll

SCHOOL DISTRICT PLAN REVIEWS

School districts with school district projects valued at over five hundred thousand dollars ($500,000.00) shall be entitled to a twenty-five percent (25%) waiver of plan review and permit fees, but in no case shall said school district pay less than a minimum fee of eight hundred sixty-eight dollars and forty cents ($868.40) for plan review, one thousand four hundred ten dollars ($1,410.00) for building permit, and one hundred thirty-six dollars and seventy cents ($136.70) for the related surcharges

Pool Commercial Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	

SPECIAL SERVICES FEES
BUILDING PLAN REVIEW AND INSPECTION

Additional Plan Review (i.e. revised) – per Reviewer – All Disciplines (per hour, 1 hour minimum)	$100.00
Administrative Exception Code Variance Request	$350.00
Administrative Code Modification Request	$350.00
After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
After-hour Plan Review – per Reviewer (All Disciplines) per hour (1 hour minimum)	$100.00
After-hour Plan Review– Residential - Building, Tree Preservation, Drainage (1.25 hour minimum)	$100.00
Commercial Plan Retrieval Fee per Plan	$100.00
Commercial Project Modification Request Fee per Modification Request	$350.00
Commercial Walk-Through Fee for Plans over 500 sq. ft. (per plan)	$100.00
Inspection for which no fee is specifically indicated (per hour, 1 hour minimum)	$100.00
Inspection Schedule Fee (Free on-line) (applies to all types of inspections)	$3.00
Link Child-Parent Permits	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Median and Turn Lane Review (Outside of Plat) per hour	$100.00
Plan Review by Appointment Processing Fee (per appointment) (plus the Building Permit Fee)	$200.00
Fee per Reviewer per hour (1 hour minimum)	$100.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00
On-Line Research Fee	$25/Hour
Plan Review Extension Fee	25% of Plan Review fee
Residential Building Plan Application Administrative Processing Fee (Free on-line)	$10.00
Permit Extension Fee	50% of Original Permit

Preliminary Meeting

Fee per hour per Discipline (1 hr minimum)	$100.00
Plus Additional Fee per hour per Discipline	$100.00

BUILDING AND FIRE APPEALS FEE

Building related and Fire Code Board of Appeals and Advisory Board	$155.00
Appeals of Building related and Fire Code Appeals and Advisory Board Decisions	$155.00

CERTIFICATE OF OCCUPANCY

Residential

Temporary Residential Certificate of Occupancy	$150.00
Temporary Residential Certificate of Occupancy Extension	$75.00
After-Hour Fee for Counter Service for Temporary Certificate of Occupancy	$50/Hour
Residential Construction moving-in without Certificate of Occupancy	$300.00

Commercial

Commercial Certificate of Occupancy	$200.00
Temporary Commercial Certificate of Occupancy	$500.00
Temporary Commercial Certificate of Occupancy Extension	$100.00
Expired Certificate of Occupancy Fine (basic fee plus C of O fee)	$500.00
After-Hour Fee for Counter Service for Temporary Certificate of Occupancy	$50/Hour
Fine for New Commercial Construction Occupancy without C of O	$500.00
Fine for Existing Commercial Construction Occupancy without C of O (plus C of O Fee)	$200.00
Occupant Load Adjustment Fee per hour	$100.00

Miscellaneous

Certificate of Occupancy - Tent Fee	$100.00
Certificate of Occupancy - Mall Cart	$100.00
Certificate of Occupancy - Name Change	$50.00
Certificate of Occupancy - Address Correction	$50.00
Duplicate Copy of Certificate of Occupancy (plus tax)	$5.00
Re-inspection Fee	$50.00

DEMOLITION

Demolition License Fees

Demolition Contractor - Initial - City License	$85.00
Demolition Contractor - Renewal - City License	$35.00
Duplicate Copy of Demolition License (plus tax)	$5.00

Demolition Permit Fees

Residential - Demolition Permit	$75.00
Commercial - Demolition Permit - Single-story	$100.00
Commercial - Demolition Permit-2 - 3 stories	$200.00
Commercial - Demolition Permit- >3 stories	$650.00
Refund Fee (refund will not be issued if work was performed under the permit and/or was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00

ELECTRICAL

Electrical License and Registration Fees

Master

Renewal – City License (2 year renewal)	$300.00
DBA Change on Master Electrical License	$20.00
State Electrical Contractor License Registration and Annual Renewal	$85.00
Journeyman – Renewal of City License (2 year renewal)	$200.00
Restricted Residential Wireman – Renewal of City License (2 year renewal)	$60.00
Maintenance Electrician Renewal of City License	$60.00
Maintenance Technician – Annual (may only perform limited scope of work associated with a maintenance permit)	$35.00
Duplicate Copy any Electrical License (plus tax)	$5.00

Electrical Fees – New Residential Construction

For electrical work associated with new residential construction, the electrical permit fees are based upon square footage and will be assessed on the parent building permit. These fees do not apply to electrical work associated with swimming pools and electrical work not associated with the initial residential building permit application. TML's, TOP's, and Gas permits are based upon a flat fee as indicated below. **For new residential, your electrical permit must be linked to the parent permit**:

:

Sq. Ft	Electrical Permit Fee	Sq. Ft	Electrical Permit Fee	Optional Fees	
0000-2500	$ 100	4000-6000	$ 125	TML Permit	$ 57
2501-3500	$ 110	6001-7000	$ 150	TOPS Permit	$34
3501-4000	$ 120	7001-9000*	$ 200	Gas Permit	$64

***For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage**

Electrical Inspection Fee and Limited Service Repair Permits (Commercial and Existing Residential)

Electrical Inspection Permit Fee (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Contractor Number Research Fee (contractor)	$10.00

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 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	$0.16
Sign Circuit	$1.10

General Purpose Outlets/Devices/Equipment less than 1 hp	$0.16
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
6-50 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 Inspection	$50.00
30 day Temporary Reconnect Fee	$2.15
180 day Temporary Reconnect Fee	$12.98
Notary Fee	$6.00

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

Special Services for Electrical

After-hour Inspection Fee (per hour, 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, 1 hour minimum)	$100.00
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	

Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Permit Extension Fee	50% of permit (plus cost of permit)
Open Permit Review Fee per permit	$3.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

ELECTRICAL APPEALS FEE

Electrical Appeals to the Building related and fire codes appeals and Advisory Board	$155.00
Appeal of Electrical building related and fire codes appeals and Advisory Boards Decisions	$155.00

HEATING AND AIR CONDITIONING (MECHANICAL)

Heating and Air Conditioning (Mechanical) License Fees

Master - Renewal – City license (one year renewal)	$150.00
Master - Annual State License Registration	$85.00
Technician - Journeyman Renewal (may only perform work not requiring a permit)	$35.00
Mechanical Annual Agent Registration Fee	$25.00
Duplicate Copy any Heating and Air Conditioning License (plus tax)	$5.00
Annual Continuing Education for City License Holder	$150.00

Heating and Air Conditioning (Mechanical) Permit Fees – New Residential

For mechanical work associated with new residential construction, the fees are based upon square footage and will be assessed on the parent building permit. Your mechanical permit must be linked to the parent permit. The table below details the new fee-structure:

Sq Ft	Permit Fees		Sq Ft	Electrical Permit Fees
0000-1599	$ 80		4001-5000	$ 140
1601-3000	$ 85		5001-6000	$ 165
3001-3500	$ 90		6001-7500	$ 245
3501-4000	$110		7501-9000*	$256
*For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage				

Heating and Air Conditioning (Mechanical) Inspection Fees and Limited Service Repair Permits (Commercial and Existing Residential)

Basic Heating and Air Conditioning (Mechanical) Permit (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Existing Residential (new systems-no pre-existing central HVAC unit (includes inspection fee)	$77.00
Contractor Number Research Fee (contractor)	$10.00
Each Additional System (includes inspection fee)	$55.00
Roof-Top Unit (gas or electric)	$15.85
Gas furnace; gas wall furnace; gas unit heater; gas radiant heater; gas boiler (steam); gas floor furnace; commercial gas dryer; gas boiler (hot water); gas duct heater (per each item)	$9.60
Condensing unit; condensing unit/heat pump; indoor condensing unit; cooling coil; commercial exhaust fan; condenser (no compressor); commercial electric dryer; fan coil unit; fan powered box; type II range hood (steam); chiller; absorption unit; reach-in cooler; wall mounted unit; make-up air; heat pump; refrigeration unit; air handler; electric furnace; electric unit heater; electric radiant heater; ventilation fan; variable air volume unit; type I range hood (grease); fume hood; cooling tower; walk-in cooler; icemaker (split system); evaporative cooler (refrigeration equipment); hot water coil; remote condensing unit; condenser (refrigeration equipment); ventilating fan (not on other permitted installation); hood served by mechanical exhaust (including ducts and makeup air systems); condensing unit (mobile homes and manufactured housing); any regulated device for which no specific fee is listed; replacement of any device which originally required a permit (per each item)	$6.25
Curtain Fire Damper; Smoke Damper; Duct Outlet; Ceiling Fire Damper; Smoke/Fire Damper (per each item)	$2.00

Special Heating & Air Conditioning (Mechanical) Fees

After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Inspection for which no Fee is Specifically Indicated (per hour, hour minimum)	$100.00
Inspection Schedule Fee (Free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Open Permit Review Fee per Permit	$3.00
Mechanical Plan Review – This fee is charged to review plans without a building permit (per hour with a 1 hour minimum)	$100.00
Permit Extension Fee	50% of Permit (plus cost permit)
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

HEATING & AIR CONDITIONING (MECHANICAL) APPEALS FEE

Mechanical appeals to building related and fire codes appeals and Advisory Board	$155.00
Appeal of Mechanical building related and fire codes appeals and Advisory Board decisions	$155.00

MISCELLANEOUS BUILDING DEVELOPMENT FEES
(Residential and Commercial)

Link Child-Parent Permits	$5.00
Residential	$10.00
Commercial	$50.00
Building Permit Ready/Status Letter	$1.00
Permit Refund Fee (add other language)	$10.00
Permit Processing/Amendment Fee	$10.00
Permit Reprint Fee (subject to sales tax)	$5.00
Name, Address or DBA Change on Permit	$50.00
Inspection for which no fee is specifically indicated (per hour with 1 hour minimum)	$100.00
After-hour Inspection Fee (per hour with 1 hour minimum)	$100.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee (all Trades)	$50.00
Open Permit Review Fee per Permit	$3.00
Contractor Number Research Fee	$10/Contractor

Moving Buildings

Moving building on same property in one section	$18.00
Moving buildings or structures over 400 sq. ft. per section, per day on City Street	$100.00

Rental of Facility Fees

Rental of Facility Fees	$125/hr (daily min fee of $250; Max fee of $1000)
Security Personnel (per hour, per staff, 1 hour min)	$15.00
Planning & Development Services Staff (per hour, per staff, 1 hour min)	$30.00
Custodian Service (per hour, with 2 hour min.)	$15.00

MISCELLANEOUS PERMITS

Barricade

Barricades, on City Streets (including sidewalks and alleys) per sq. ft. per day	
Barricades in traveled portion of City Streets between curbs including sidewalk and alley, per sq. ft. per day	$50.00 minimum
Private barricading of streets or portions of streets - block parties (per block, per day)	$75.00

Parking / Traffic Control

Facility/Parking Traffic Control District Application Fee	$150.00
Facility/Parking Traffic Control District Transfer Fee	$10.00

Encroachment

Encroachment Permit onto Public Right Away	
Encroachment Review Fee (non-refundable)	$100.00
Encroachment Permit Fee	$100.00

Garage/Yard Sale

Garage/Yard Sale Permit

House Moves License and Permit

House Mover – Annual License

House Mover Permit –building moves of structures over 400sq.ft. per section, per day on City Street	$100.00
Duplicate Copy any House Mover License (plus tax)	$5.00

PLUMBING, GAS, SEWER

Plumbing License and Registration Fees

Water Treatment Contractor Annual State License Registration Fee	$85.00
Annual Irrigation Contractor Registration Fee	$85.00
Duplicate Copy any Plumbing License (plus tax)	$5.00

Plumbing, Gas, Sewer Permit Fees – New Residential

For plumbing work associated with new residential construction, the permit fees are based upon square footage and will be assessed on the parent building permit. The permit fees for gas will be a flat fee of $64 and will also be assessed on the parent building permit. Plumbing permits not included are irrigation and (MRFPSS), and fees not included are scheduling, re-inspection and after hour's fees.

The table below details the new fee-structure:

Sq Ft	Fee		Sq Ft	Fee		Sq Ft	Fee
0000-0500	$ 600		2251-2500	$ 156		6501-7000	$ 342
0501-1000	$ 119		2501-3000	$ 164		7001-7250	$ 351
1001-1250	$ 128		3001-3500	$ 178		7251-7500	$ 355
1251-1500	$ 132		3501-4000	$ 190		7501-7750	$ 368
1501-1750	$ 145		4001-5000	$ 207		7751-9000*	$ 372
1751-2000	$ 149		5001-6000	$ 223		Sewer	$ 64
2001-2250	$ 151		6001-6500	$ 283		Gas	$ 64
***For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage**							

Plumbing. Gas, Sewer Permit Fees & Limited Service Repair Permits (Commercial and Existing Residential)

Plumbing Inspection (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Contractor Number Research Fee (contractor)	$10.00
Fixture; Roof Drain; Reverse Osmosis (per unit)	$7.00
Grease Trap; Oil Separator; Sand Trap; Lint Trap; Neutralization Tank (or tank receiving discharge of liquid waste from fixtures); Drain, Appurtenance; Appliance	
0 – 500 gallons	$12.00
>500 gallons	$17.00
Water Heater, Vent (gas/electric)	$8.00
Back-flow Prevention Device	
¼" – ¾"	$15.00
1"	$20.00
1 ¼"	$45.00
1 ½"	$55.00
2"+	$75.00

Water Softener	$17.00
Gas Inspection (Basic Fee)	$50.00
1 – 5 openings (fee for each of the first five opening)	$10.00
>5 openings (fee for each opening over five)	$3.00
Gas Test	$8.00
Extension (with 1 opening);	$8.00
Replace Gas Line	$8.00
Split Meter	$8.00
Move Meter	$8.00
Butane Conversion	$8.00
Reclaim Water Line Openings Inspection	$50.00
1 – 4 openings (flat fee)	$40.00
>4 openings (fee for each opening over four)	$5.00
Underground Waterline	
0 -100 ft	$10.00
101 – 250 ft	$15.00
251 – 500 ft	$25.00
501 – 1000 ft	$45.00
1001 – 2000 ft	$75.00
2001 – 3000 ft	$100.00
Over 3001 ft (plus additional $25 for each 200 ft or part thereof over 3001 ft)	$125.00
Sewer Inspection (Basic Fee)	$50.00
0 – 60 ft	$10.00
61 – 150 ft	$20.00
151 – 300 ft	$35.00
301 – 500 ft	$50.00
501 – 750 ft	$70.00
751 – 1,000 ft	$110.00
>1,000 ft	$125.00
Plus for each additional 150 ft	$20.00
Medical Gas Inspection (Basic Fee)	
(oxygen – O_2; nitrous oxide – N_2O; medical compress air – MedAir Nitrogen – N_2; vacuum – Vac; carbon dioxide – CO_2; helium – He)	$50.00
1 – 5 openings (flat fee)	$13.00
>5 openings (fee for each opening over five)	$3.00
Lawn Sprinkler System	
Irrigation System Inspection Fee	$50.00
Residential Landscape Irrigation System Permit Fee	$50.00
Commercial Landscape Irrigation System Permit Fee	$100.00
Special Services for Plumbing	
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
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00

Re-inspection Fee	$50.00
Plumbing Plan Review only (without building plan number) – per hour/1 hour minimum	$100.00
Permit Extension Fee)	50% of permit (plus cost of permit)
Open Permit Review Fee	$3.00/Permit
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00

PLUMBING, GAS, AND SEWER APPEALS FEE

Plumbing appeals to building related and fire codes appeals and Advisory Board	$155.00
Appeal of Plumbing building related and fire codes appeals and Advisory Board decisions	$155.00

SIDEWALK AND STREET PAINTING

License Fees

Sidewalk Contractor Annual City License	$60.00
Street Number Painter Annual City License	$35.00
Duplicate Copy any Street / Sidewalk License (plus tax)	$5.00

Sidewalk, Gutter, and Curb Fees

After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Curb (per linear foot) ($50 minimum)	$0.15
Flatwork (per square feet) ($50 minimum)	$0.15
Inspection for which no fee is specifically indicated (per hour, 1 hour minimum)	$100.00
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

SIGN

Sign License, Registration and Testing Fees

Master Sign Electrician Renewal of City License Fee	$125.00
Master Sign Electrician Annual State License Registration Fee	$85.00
Sign Technician Initial of City License Fee, (for seven-year period)	$35.00
Sign Trainee Initial of City License Fee, (for nine-year period)	$10.00
Billboard Operator's license - Initial	$375.00
Billboard Operator's license - Renewal	$375.00
Commercial Sign Operator's license (Initial)	$100.00
Commercial Sign Operator's license (Renewal)	$100.00
Commercial Sign Operator's license Examination	$85.00
Commercial Sign Operator's license Re-examination	$85.00

City Registration Fee for Sign Contractor License, per year	$85.00
Duplicate Copy any Sign (plus tax)	$5.00

Sign Plan Review

Sign Plan Review Fee	$50/Permit

Off-premises Billboard Inspection

Billboard Annual Inspection (inside City limits or extraterritorial jurisdiction – ETJ)	
1 – 300 sq. ft.	$50.00
301 – 672 sq. ft.	$75.00
Portable Sign Annual Inspection (electrical)	$50.00

Commercial Sign Permit Fee

1 – 32 sq. ft (first 32 sq. ft.)	$10.80
>32 sq. ft. – Signs over 32 sq. ft. will be assessed an additional fee based on sq. ft.	$0.22
Sign height fee for signs (per foot of height)	$2.00
Preliminary Site Inspection	$50.00
Inflatable Inspection	$50.00

Banner Inspection

	$50.00
Banner (cloth or other); street light pole (across street) (for each banner)	$5.40
Flag line	$1.60

Electrical Sign Inspection Fee

	$50.00
Gas or Vacuum Tube	$10.80
Incandescent Sign	$5.40
Plus number of sockets (each)	$0.22
Sign height fee for signs (per foot of height)	$2.00
Billboard Removal Electrical Permit	$100.00

Off-premise Billboard Inspection

	$50.00
1 – 75 sq. ft. (first 75 sq. ft)	$16.20
>75 sq. ft. – Signs over 75 sq. ft.	$16.00 + $0.22/sq. ft.

On-premise Sign Inspection

	$50.00
1 – 32 sq. ft.	$10.80
>32	$10.80+ $0.22/sq.ft.
Gas tube, electric	$10.80
Incandescent	$5.40 + $0.22/socket
Height	$2.00/linear ft

Digital Sign Permit

Inspection fee	$200.00
1-75 sq. ft.	$64.80
More than 75 sq. ft.	$64.80 + $0.88/ sq. ft.
Digital Sign Annual Inspection Fee	
1-72 sq. ft.	$200.00
73-300 sq. ft.	$300.00
301-672 sq. ft.	$400.00
Permit Administrative Processing Fee (free on-line)	$10.00
Digital Sign Surcharge	$15.00

Temporary Weekend Sign Permit	$50.00
Temporary Sign Decal / Temporary Weekend Signs	$5.00
Tent Permit (not subject to Building Development fees and Development Services) (per tent, per month)	$100

Special Services for Signs

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
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Sign Master Plan Review	$300.00
Re-inspection Fee	$50.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Inspection Schedule Fee (Free on-line)	$3.00
Sign Certification Fee	$50/Inspection

SIGN APPEALS FEE

Appeal of an Interpretation	$150.00
Appeal of Sign Cases to City Council	$300.00
Variance and Appeals Procedures	$600.00

SURCHARGES

Unless otherwise noted all Building Development fees are subject to an additional 3% Technological Improvement fee and 3% Development Services fee.

TREE PRESERVATION (Not subject to surcharges)

Tree License Fees

Tree Maintenance License (license must be renewed every three years and requires four hours of Continuing Education)	$165.00
Temporary Tree Maintenance License	$75.00

Tree Plan Review Fee

Residential and Commercial Tree Plan Review	$100.00
Tree Preservation Preliminary Plan Review (per hour, 1 hour minimum)	$100.00

Residential Tree Permit Fees

Tree Permit (per lot with a maximum fee of $2,000)	$35.00
Tree Affidavit – Option 1 (No Protect Trees) (per lot with a max fee of $1,000)	$35.00
Tree Canopy Enhancement Fee (per acre with a max fee of $2,000)	$15.00
Penalty Fee for Commencing Site work without a Tree Permit (per lot or a min fee of $2,000 - whichever is greater)	$70.00

Commercial Tree Permit Fees

Tree Permit (per acre)	$75.00
Tree Affidavit – Option 1 (No Protect Trees) (per acre with a max fee of $2,000)	$75.00

Tree Canopy Enhancement Fee (per acre)	$25.00
Penalty fee for commencing site work without a Tree Permit (per acre or a min fee of $2,000 - whichever is greater)	$150.00

Tree Mitigation Fund Fees

Tree Certification Credit	
Project fee	$100.00
Per inch	$1.00
Tree Mitigation	
Significant Tree (per inch)	$200.00
Heritage Tree (per inch)*	$200 - $600.00

***Heritage Mitigation = 1 to1 (or) 3 to 1**

Special Services for Trees

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
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00
Tree Warranty Fee	$270.00
Plus for each additional tree	$75.00

TREE APPEALS FEE

Appeal to City Council	$145.00

LAND DEVELOPMENT FEES

The Land Development fees are assessed for the review of Subdivision Plats, Master Development Plans, Rights Determination, Traffic Impact Analysis, Tree Preservation, Addressing, Zoning, and Board of Adjustment. All fees assessed are per unit unless otherwise specified.

Board of Adjustment

Non Homestead Case Filing Fee (Variance, Special Exception or Appeals)	$600.00
Homestead Exemption Case Filing Fee (Variance, Special Exception or Appeals)	$400.00
Board of Adjustment Postponement Fee	$200.00
Board of Adjustment Sign Interpretations Appeal	$150.00
Appeals of Sign Cases to City Council	$300.00
Board of Adjustment Refund Fee	$100.00
Manufactured Home Park Plan Amendment Fee	$400/Amendment

MDP, POADP, PUD, MAOZ, MHPP

MDP/PUD/MAOZ/MHPP Plan Review	$700.00
MDP/POADP/ PUD Notification	$250.00
MDP/POADP/PUD Plan Amendment	$500.00
MDP/POADP/PUD Validity Verification	$500.00

Rights Determination

Homestead (1 lot or less than 3 acres)	$200.00
Residential (over 1 lot or 3 acres or more) and Commercial Property	$1,000.00
Abbreviated Staff Review for Duration & Phasing of Rights (determined by staff)	$700.00
Rights Determination Appeal	$500.00
Rights Determination Validation	$250.00
Consent Agreement Rights Determination	$500.00
Fair Notice (without Rights Determination)	$500.00
Additional Plan Review Fees (1 hr minimum)	$100.00

Addressing

Amendment Address Plat	$50.00
After-Hour Addressing	$100.00
Change of Address on Permits (per address)	$50.00
Preliminary Plat Addressing Fee for Plat Requiring a Field Check	$50.00
Preliminary Plat Addressing Fee to Address a Plat of 10 or More Lots (per plat)	$50.00
Building/Suite Address Re-assignment	
Building	$100.00
Suite	$20.00

SAN ANTONIO WATER SYSTEMS (SAWS)

Flood Plan Development Permit	$50.00
Inside San Antonio (per Equivalent Dwelling Units)	$508.00
Outside San Antonio (per Equivalent Dwelling Units)	$1,116.00
Medio (OSA-Far West Area) (per Equivalent Dwelling Units)	$1,738.00
Potranca (OSA-Far West Area) (per Equivalent Dwelling Units)	$1,972.00
Big Sous & Lucas (OSA-Far West) (per Equivalent Dwelling Units)	$1,929.00

SPECIAL SERVICES PROVIDED BY LAND DEVELOPMENT

Emergency Add-On (Planning Commission)	$550.00
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
Custom Map Request Fee	$100.00
Notary Public	$6.00
Plan Amendment (per Amendment)	$525.00
Postponement/Withdrawal of Planning Commission Action (per processed Postponement)	$400.00
Preliminary Meeting per hour and per Discipline (2 hours minimum)	$100.00
Public Hearing Notification List (if not submitted)	$250.00
Refunds Fee - Land Development – for all refundable applications	$100.00
Subdivision Special Request Fee (per reviewer by hour, 1 hour minimum)	$250.00
Inspection Schedule Fee (free on-line)	$3.00
Permit Processing Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Plat & Plan Review (no fee is specifically indicated) per hour/ reviewer	$100.00

STORM WATER PARTICIPATION

Single-Family and Duplex Residential (the lesser of)	
Per lot charge	$750.00

Per acre charge	$1,200.00
Non Single-Family Residential (per acre)	$1,600.00
Non Residential - <65% impervious cover (per acre)	$2,600.00
Non Residential - ≥65% impervious cover (per acre)	$3,000.00

STREET LIGHT

100 watt high pressure sodium (per unit)	$1,173.00
250 watt high pressure sodium single arms (per unit)	$2,369.00
250 watt high pressure sodium double arms (per unit)	$3,047.00
250 watt high pressure sodium decorative double arms (per unit)	$3,500.00
Rock Soil Conditions (per site)	$401.00
Trenching (per linear foot)	$12.70

Street Name Change

Processing, Application Fee (base fee plus postage)	$1,000.00
Notification Fee (per lot/parcel)	$4.50
Sign Installation (Replacement Cost)	(TBD by Public Works)

SUBDIVISION PLAT FEES

Major Subdivision Plats Fees

Single-Family Development Base Fee	$625.00
Plus a per lot	$80.00
Non-Single-Family Development Base Fee	$625.00
Plus a per Acre Fee	$550.00
Per Lot Addressing Fee	$5.00

Minor Subdivision Plats (not to exceed 4 lots)

All Fees include a per Lot Fee	$80.00
Plus a flat fee based upon the number of acres	
0 – 3 acres	$595.00
3.01 – 10 acres	$805.00
10.01 – 20 acres	$1,075.00
>20 acres (fee includes the below base and per acre fee, plus the lot fee)	
Base Fee	$1,610.00
Plus per acre fee for each acre over 20	$110.00
Subdivision Filing Fee	$250.00

Recordation Fees

Bexar County Plat Recording Fee (not subject to the surcharges)	
Play Mylar (per Mylar)	$72.00
Document (Instruments)	
1st page	$16.00
Additional pages	$4.00
Recordation Handling Fee	$50.00

Miscellaneous Plat Fees

Administrative Exception/Code Variance Request UDC	$350.00
Certificate of Determination Fee	$200.00
Plat Deferral Fee (per request)	$500.00
Development Plats (per plat)	$600.00

Amending Plat Fees to Eliminate a Lot Line	$250.00
Amending Plat Fee	$600.00
Replat Public Hearing	$250.00
Replat with Notification (long public hearing)	$600.00
Time Extension	$300.00
Vacating Declaration (not in conjunction with replat)	$350.00
Plat Refund Fee	$100.00
BSL (Building Setback Line) Replat (excludes notification)	$200.00
Preliminary Plat Addressing Fee for Plats Requiring a Field Check/ 10 or more lots	$50.00
Plan (completeness) Review Fee (per review)	$700.00
Complete filing fee	$250.00
Completeness Review Resubmittal – Plat Review Fee	$50/Resubmittal

SUBDIVISION PLAT FEES – COUNTY OF BEXAR FEE SCHEDULE THE SURCHARGE FEES ARE NOT ASSESSED ON ANY BEXAR COUNTY FEE.

This fee is assessed on plats located inside the City of San Antonio's ETJ.

Major Subdivision

Base Fee	$450.00
Plus per lot fee for Single Family or	$46.21
Per acre fee for Non-Single Family	$345.00

Minor Subdivision

Per Lot Fee for All Acreage	$42.39
Plus Base Fee	
0-3 Acres	$430.00
3.01-10 Acres	$580.00
10.01-20 Acres	$775.00
>20 Acres	$1,160.00
Plus a Per Acre Fee (in addition to the Base and Lot fees)	$80.00
Completeness Review Re-submittal – Plan Review Fee	$50/Resubmittal

Miscellaneous Fees

Amended Plat	$380.00
Flood Plain Development Permit	$50.00
Recordation Handling Fee (Development Services Department Fee)	$50.00
Recording Fee (Mylar)	$72.00
Recording fee (instruments) - 1st page	$16.00
Each additional page	$4.00

SURCHARGES

Unless otherwise noted all Land Development fees are subject to an additional 3% Technological Improvement fee and 3% Development Services fee.

TRAFFIC IMPACT ANALYSIS (TIA) STUDY

Traffic Impact Analysis - Level 1	$400.00
Traffic Impact Analysis - Level 2	$1,600.00
Traffic Impact Analysis - Level 3	$1,800.00

ZONING

Zoning Commission and Council Fee:	
0 – 0.5 acres	$770.00
0.51 – 5 acres	$1,725.00
5.01 – 10 acres	$3,110.00
10.01 – 25 acres	$5,500.00
>25 acres Base Fee	$5,690.00
Plus per acreage charge for each acre over 25	$110.00
Maximum Zoning Fee	$11,500
Expedited Zoning Case Fee	
0 – 0.5 acres	$1540.00
0.51 – 5 acres	$3450.00
5.01 – 10 acres	$6,220.00
10.01 – 25 acres	$11,000.00
>25 acres Base Fee	$11,380.00
Plus per acreage charge for each acre over 25	$220.00
Maximum Zoning Fee	$23,000.00
ERZD Environmental Impact Fee	1.5 times ½ of the Zoning Fee
Underground Storage Tanks Transition Zone	½ of the Zoning Fee
Conditional Use	$300.00
Master Plan Community District Fee	$700.00
Non-Conforming Use Pre-Application/Research Fee (per request)	$75.00
Non-Confirming use Registration Fee	$75.00
Zoning Verification Letter Fee	$350.00 per letter
Variance Verification Letter Fee	$150.00 per letter
Non-Conforming Use Verification Letter Fee	$150.00 per letter
Expedited Verification Letter Fee (per each type)	$250.00 per letter
Specific Use Authorization	$500.00
Zoning Case Postponement Request	$405.00
Zoning Administrative Refund Fee	$100.00

PLANNING and COMMUNITY DEVELOPMENT - NEIGHBORHOOD AND URBAN DESIGN

Neighborhood Directory Fee, per directory (paper)	$40.00
Neighborhood Directory Fee, per directory (CD)	$25.00
Neighborhood, Community, and Perimeter Plans (per plan)	$2.00 to $46.00
Neighborhood, Community, and Perimeter Plans (per CD)	$5.00
Certificate of Compliance (Commercial)	$100.00

Neighborhood, Community and Perimeter Plans Plan Amendment Fee	
0 – 0.5 acres	$ 735.00
0.501 - 5.0 acres	$1,577.50
5.01 – 10.00 acres	$2,445.00
10.01 – 25 acres	$3,820.00
25.01 acres or more plus $110.00/acre up to $11,500.00/max	$3,820.00
Postponement/Withdrawal Fee for Neighborhood Plan Amendments	$400.00 per request
Refund Fee for Neighborhood Community and Perimeter Plan Amendment	$100.00

STATE OF TEXAS FEES (Subject to Taxes but not the Surcharges)

Open Records Requests

Master Plan Policies Document Sales

Per Color Copy	$35.00
Per Black/White Copy	$5.00

Duplication of Records

8½ x 11 pages (1-49 pages) per copy	$0.10
8½ x 11 pages (50+)	
Per Copy Charge	$0.10
Plus hourly rate administrative	$15.00
Plus percent of the total fee for overhead	20%
Oversize Paper (8½ x 11 or 11 x 14) per copy	$0.50
Plats and Plans per sheet	$8.00

Programming Charges

Per hour charge	$28.50
Plus Administrative and Overhead Charges	
Diskettes, Rewritable CD (CD-RW), Non-Rewritable CD and Audio Cassettes (each)	$1.00
Magnetic Tapes, Data Cartridge, and other Electronic Medial	Actual
Digital Video Disk (DVD)	$3.00

PLANNING and COMMUNITY DEVELOPMENT - COMPREHENSIVE

Sales – Master Plan Policies Document (per color copy)	$35.00
Sales - Master Plan Policies Document (per black and white copy)	$10.00
Sales - Master Plan Policies Document (per color copy)	$35.00
Voluntary Annexation Fee	$3,000.00
Sale of Annexation Plan Voluntary Annexation Fee	$2-$60 Plan
Major Thoroughfare Plan Amendments	$500.00 $5/ cd

PLANNING and COMMUNITY DEVELOPMENT – GEOGRAPHICAL INFORMATION SYSTEM

Sales of GIS Plotted Products – (per linear ft.)	$25.00
Sale of Digital Map Files (per hour, plus 20%)	$15.00
Reproduction (special processing requirements) based on publication (per hour plus 20%)	$15.00

- OFFICE OF HISTORIC PRESERVATION-

Historic Design & Review Commission Application (commercial properties only)	$100.00
Certificate of Appropriateness (post work commencement)	$500.00
MDP Review Fee	$200.00
Plat Review Fee	$175.00
Historic Designated Properties	
Historic and design review commission sign approval application fee	$50.00

EXHIBIT B

OFFICE TOWER ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (this "***Agreement***") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (the "***City***"), and WESTON URBAN, LLC ("***Weston Urban***"), a Texas limited liability company, as of the 4th day of June, 2015 (the "***Effective Date***") (the City and Weston Urban each sometimes referred to herein individually as a "Party" and collectively as the "Parties").

ARTICLE 1. RECITALS

A. **WHEREAS**, in conformance with the requirements of Chapter 2267 of the Texas Government Code and the City's adopted Public-Private Partnership Guidelines, the San Antonio City Council, on June 4, 2015 by Ordinance Number 2015-06-04-____ approved that certain Comprehensive Development Agreement (the "***Comprehensive Development Agreement***") among the City, Weston Urban and Frost Bank.

B. **WHEREAS,** the Comprehensive Development Agreement provides for a collaboration among the City, Weston Urban and Frost Bank on a multi-faceted project that includes the development by Weston Urban of a certain high-rise office tower to be comprised of at least 400,000 rentable square feet (the "***New Tower***") on the tract of land in downtown San Antonio bounded to the north by West Travis Street, to the east by North Flores Street, to the south by West Houston Street and to the west by Camaron Street (the "***New Tower Site***").

C. **WHEREAS**, the Comprehensive Development Agreement contemplates the execution of this Agreement for purposes of detailing certain fee waivers and economic development incentives being provided by the City to Weston Urban for purposes of incentivizing the development of the New Tower and this Agreement was authorized by the City Council contemporaneously with the Comprehensive Development Agreement.

D. **WHEREAS**, the City is authorized under Chapter 380 of the Texas Local Government Code to make grants and loans for the purpose of promoting local economic development.

E. **WHEREAS**, in accordance with City Ordinance No. 100684, the City created an Economic Development Program for the purpose of making grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380.

F. **WHEREAS**, the City believes that the development of the New Tower will promote state or local economic development and to stimulate business and commercial activity in the municipality.

NOW, THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 2. FEE WAIVERS

Section 2.01 ICRIP Fee Waivers. Reference is hereby made to that certain Inner City Reinvestment and Infill Policy ("***ICRIP***") adopted by the City, which is designed to coordinate and prioritize public incentives in certain priority areas for purposes of stimulating and facilitating private investment. For the development of the New Tower and related infrastructure, the City shall waive and/or discount those fees and charges that are customarily levied by the City in connection with land development and construction of the nature of the New Tower in the same location in accordance with the ICRIP, as amended. Should the City discontinue ICRIP or reduce the extent or amount of those fee discounts and/or waivers provided under the ICRIP as of the Effective Date, then those waivers and discounts listed in Appendix ED-1 shall apply to the development of the New Tower.

Section 2.02 Waiver of Right-of-Way Closure Fees. In connection with the construction of the New Tower by Weston Urban (including razing of any structures on site, construction of off-site utilities, and construction of related infrastructure), the City shall waive any and all City fees otherwise levied in connection with temporary closure of rights-of-way (including sidewalks, alleys or roadways) as may be required during construction.

ARTICLE 3. IMPACT FEE AND INFRASTRUCTURE GRANTS

Section 3.01 SAWS Impact Fee Waiver. The City shall provide Weston Urban with a waiver of SAWS impact fees in the amount up to One Million Dollars ($1,000,000.00) toward

the payment of water system and wastewater system impact fees or similar charges (collectively, the "***Utility Impact Fee Waiver***") levied by the San Antonio Water System ("***SAWS***") in connection with the development of the New Tower. The Utility Impact Fee Waiver shall be paid directly to SAWS as reimbursement for the actual amount water system and wastewater system impact fees or similar charge paid to SAWS in connection with the development of the New Tower. The Utility Impact Fee Waiver shall be paid by the City within forty-five (45) days of receipt of an invoice for payment of water system and wastewater system impact fees or similar charges levied by SAWS in connection with the development of the New Tower.

Section 3.02 Infrastructure Retrofit and Upgrade Grants. As an means of encouraging and incentivizing the construction of the New Tower, the City shall provide or cause to be provided one or more grants (each an "***Infrastructure Retrofit and Upgrade Grant***") to reimburse Weston Urban for the enhancement, replacement or reconstruction of public infrastructure required by City and/or utility provider in connection with the New Tower, including but not limited to improvements made to electric, gas, water, wastewater, or drainage utilities; transportation systems and sidewalks; utility connection fees, and other costs necessary to deliver adequate utilities to the property line of the New Tower. Notwithstanding any other provision contained herein, the aggregate total of Infrastructure Retrofit and Upgrade Grants paid to Weston Urban hereunder shall not exceed Five Million Dollars ($5,000,000). Said Infrastructure Retrofit and Upgrade Grants shall be made within forty-five (45) days following City's receipt of a request for the documented amounts, without limitation, directly incurred by Weston Urban to design, permit, construct, test, bond, and deliver each respective infrastructure improvement, as well as written verification that the subject infrastructure improvement was completed to the satisfaction of, and accepted by, the respective City department or utility agency.

ARTICLE 4. GENERAL CONDITIONS

Section 4.01 Special Conditions. Weston Urban, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the New Tower during the Term of this Agreement. If Weston Urban is convicted of a violation under 8 U.S.C. Section 1324a (f), then Weston Urban shall repay the City the amounts granted by this Agreement for the period covered under this Agreement during which such violation

occurred. Such payment shall be made within 120 business days after the date Weston Urban is notified by the City of such violation. The City, in its sole discretion, may extend the period for repayment herein. Additionally, Weston Urban shall pay interest on the amounts due to City 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.

Section 4.02 No Discrimination. Weston Urban shall use reasonable commercial efforts to ensure that no person shall, on the ground of race, color, national origin, religion, sex, age or handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any activity funded in whole or in part with the grants provided under this Agreement.

Section 4.03 Limitation on Use of Funds. None of the performances rendered by Weston Urban under this Agreement shall involve, and no portion of the funds received by Weston Urban 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.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 By Weston Urban

Weston Urban hereby makes the following representations, warranties and covenants to the City as of the Effective Date:

A. Existence. Weston Urban is a limited liability company duly created and legally existing under the laws of the State of Texas.

B. Authorization. Weston Urban is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws relating to its corporate existence and authority to act, and the undersigned representative is authorized to act on behalf of Weston Urban to the terms of this Agreement.

Section 5.02 By the City

The City hereby makes the following representations and covenants to and with Weston Urban as of the Effective Date unless another date is expressly stated to apply:

A. Existence. The City is a municipal corporation and home rule city of the State of Texas principally situated in Bexar County.

B. Power and Authority. The City has all requisite municipal corporate power and authority to enter into this Agreement, and perform all of its obligations hereunder and thereunder. The execution and performance by the City of this Agreement has been duly authorized by the City Ordinance and do not require the consent or approval of any other person which has not been obtained, including, without limitation, any Governmental Authority.

ARTICLE 6. DEFAULTS, REMEDIES AND TERMINATION RIGHTS

Section 6.01 Events of Default

Each of the following will be an Event of Default under this Agreement:

A. Any uncured Event of Default under the Comprehensive Development Agreement.

B. A Party fails to perform or observe any of the obligations, covenants or agreements to be performed or observed by such Party under this Agreement and such failure continues for (i) more than thirty (30) days following written notice of such failure to such Party, or (ii) such longer period of time as may be reasonable under the circumstances, if such failure cannot be cured within thirty (30) days because of the nature of the default and during such thirty (30) day period curative action has commenced and is thereafter pursued diligently by such Party.

Section 6.02 City Remedies for Uncured Event of Default by Weston Urban

Should Weston Urban fail to cure an Event of Default within the provided cure period, the sole remedy of the City for such default shall be to terminate this Agreement and cease any payments or fee waivers provided for under this Agreement.

Section 6.03 Weston Urban Remedies for Uncured Event of Default by City

Should City fail to cure an Event of Default within the provided cure period, Weston Urban may pursue all remedies available to it under law to collect payments made and enforce the performance obligations of the City hereunder, including those rights reserved under Article 8 of this Agreement.

ARTICLE 7. FORCE MAJEURE

Section 7.01 Mitigation

Each Party shall use commercially reasonable efforts to mitigate any delay in performance by such Party under this Agreement caused by Force Majeure.

Section 7.02 Notice

Each Party whose performance under this Agreement is prevented by Force Majeure shall provide notice to the other Parties within ten (10) Business Days after the Party becomes aware of the occurrence of the Force Majeure. The notice shall describe the facts and circumstances of the Force Majeure and the anticipated effect thereof on the performance of such Party's obligations, duties, covenants and agreements under this Agreement, which notice shall be supplemented from time to time upon request. Such Party shall also give notice to the other Parties of its ability to resume performance under this Agreement within a reasonable time following termination of the Force Majeure.

Section 7.03 Effect of Force Majeure

For so long as a Party is unable to perform a duty, obligation or covenant under this Agreement because of the existence or the effect of Force Majeure, the performance of such duty, obligation or covenant will be suspended.

ARTICLE 8. MISCELLANEOUS PROVISIONS

Section 8.01 Term

Unless earlier terminated pursuant to the terms, conditions and provisions hereof, the Term of this Agreement shall extend from the Effective Date until the latter of (i) Substantial

Completion of the New Tower (as defined in the Comprehensive Development Agreement), or (ii) the final payment of any grants due to Weston Urban under this Agreement.

Section 8.02 Notices

The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications required or permitted to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date following such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

The City:	City of San Antonio 100 Military Plaza, 1st Floor San Antonio, Texas 78205 Attention: City Manager
With copies to:	City Clerk 100 Military Plaza, 2nd Floor San Antonio, Texas 78205, and City Attorney 100 Military Plaza, 3rd Floor San Antonio, Texas 78205
Weston Urban:	Weston Urban, LLC Attn: Randy Smith 112 East Pecan Street, Suite 100 San Antonio, Texas 78205
With a copy to:	Stephen L. Golden Golden, Steves, Cohen & Gordon LLP

300 Convent, Suite 2600
San Antonio, Texas 78205

The Parties may, from time to time, change their respective addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five (5) Business Days written notice to the other Parties.

Section 8.03 Assignment

The Parties shall not assign (partially or in the entirety) any rights or duties under this Agreement without prior written consent of each other Party, such consent to not be unreasonably withheld; provided, however, that Weston Urban be permitted to assign its rights or duties under this Agreement to an Affiliate (as defined in the Comprehensive Development Agreement) of Weston Urban and nothing contained herein shall prohibit Weston Urban from fulfilling its duties with respect to the development of the New Tower through partnerships or contractual agreements with third parties.

Section 8.04 Business Days

If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first Business Day following such Saturday, Sunday, or legal holiday.

Section 8.05 Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under Applicable Law, then said clause or provision shall not affect any other clause or provision and the remainder of this Agreement shall be construed as if such clause or provision was never contained herein. In addition 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 will be added to the Agreement.

Section 8.06 Maximum Incentives to be Provided. Notwithstanding the foregoing, should the City adopt policies or programs that provide grants and/or fee waivers for central business district development in a greater monetary amount, OR over a more favorable period of time OR under more favorable terms that than the incentives provided under this Agreement,

Weston Urban may then request the more favorable incentives and terms for development of the New Tower and the City shall consider such request, subject to the availability of funds or the appropriation of funds by the City Council.

Section 8.07 Waiver

Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.08 Reservation of Rights

The City acknowledges that Weston Urban is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to pursue the development of the New Tower.

Section 8.09 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as any other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 8.10 Governing Law; Venue

THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICTS OF LAW). VENUE SHALL BE IN BEXAR COUNTY, TEXAS.

Section 8.11 No Oral Modification

Any agreement hereafter made shall be ineffective to change, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the Party against whom such charge, waiver, modification, discharge, termination or abandonment is sought to be enforced.

Section 8.12 No Party Deemed Drafter

Each Party has thoroughly reviewed and revised this Agreement (including each exhibit hereto) and has had the advice of counsel prior to execution hereof, and the Parties agree that none of them shall be deemed to be the drafter hereof.

Section 8.13 Use of Defined Terms

Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of members of the relevant class. Any reference to this Agreement or any exhibits hereto and any other instruments, documents and agreements shall include this Agreement, exhibits and other instruments, documents and agreements as originally executed or existed and as the same may from time to time be supplemented, modified or amended.

Section 8.14 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document. The Parties agree to circulate for execution all executed such counterparts in order that each Party may obtain a counterpart executed by all Parties.

Section 8.15 Entire Agreement, Amendment and Waiver, Survival

This Agreement, together with exhibits hereto and thereto, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought, and in the case of the City, approved by action of City Council unless otherwise expressly set forth herein. No failure or delay of any Party in exercising any power or right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right of power, preclude any other or future exercise thereof or the exercise of any other right or power. All of the representations and

warranties of each Party contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement and any termination hereof. Unless otherwise set forth in this Agreement, all agreements of the Parties contained in this Agreement which must survive to afford each respective Party the anticipated benefits of such agreements shall likewise survive, whether or not identified in this Agreement to so survive.

Section 8.16 Table of Contents; Headings

The table of contents and headings of the various articles, sections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions of this Agreement.

Section 8.17 Parties in Interest

The terms of this Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person (other than the Parties hereto and their successors and permitted assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

Section 8.18 Incorporation of Exhibits and Other Documents

The following exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement:

Appendix ED-1 Waived or Reduced Fees

[Remainder of page intentionally blank]

THEREFORE, IN WITNESS WHEREOF, the City and Weston Urban have executed this Agreement as of this _____ day of _____, 2015.

CITY OF SAN ANTONIO,
a municipal corporation

_____
Sheryl L. Sculley
CITY MANAGER

WESTON URBAN LLC,
a Texas limited liability corporation

_____
Randal C. Smith
Manager
Weston Urban GP, LLC

ATTEST:

_____
Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

_____
Martha G. Sepeda
ACTING CITY ATTORNEY

DRAFT

APPENDIX ED-1

LIST OF FEES SUBJECT TO WAIVER OR REDUCTION PER ICRIP

DRAFT

CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT

FY 2015 FEE SCHEDULE

Development Services Department

Mission Statement:

Partnering with our Community to Build and Maintain a Safer San Antonio

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BUILDING DEVELOPMENT FEES

The Building Development fees are assessed for plan review, inspections, certificates of occupancy, and trade licenses, and renewals. Commercial and existing residential building plan review and permit fees are based upon valuation. New residential building plan review and permit fees (including trade permit fees) are based upon square footage. For new commercial construction, the building plan review fee includes the following reviews: Building, Fire, Electrical, Mechanical, Plumbing, Street, Traffic, Drainage, Aviation, and Historic Preservation. The department also has review fees for reviews involving only one trade. Commercial trade permit fees are based upon a flat rate plus additional charges for specific items inspected.

Building License and Registration Fees

Homebuilders – Annual State License Registration for Homebuilders	$85.00
Home Improvement Contractor - Initial Registration	$75.00
Home Improvement Contractor - Renewal	$75.00
Home Improvement Contractor - Appeal	$75.00
Duplicate Copy of Home Improvement Contractor (plus tax)	$5.00

BUILDING PLAN REVIEW AND PERMIT FEES

NEW RESIDENTIAL CONSTRUCTION

The plan review and permit fees for new residential construction is based upon the project's square footage. Under the new fee structure, customers will pay for their trade permit fees at the time the building permit is issued. These fees will be assessed to the building permit. Electrical, mechanical, and plumbing subcontractors will still need to obtain a separate permit but the permit fees will not be assessed if the fees are paid on the building permit. The subcontractor will need to link their permits to the parent permit using the parent-child relationship.

SF Range	Building Permit	Electrical Permit	Mechanical Permit	General Plumbing Permit	Sewer Permit	Plan Review	Total Basic Permit Fees	TML Permit*	TOPS Permit*	Gas Permit *
0000-0500	$ 150	$ 100	$ 80	$ 60	$ 64	$ 200	$ 654	$ 57	$ 54	$ 64
0501-1000	$ 425	$ 100	$ 80	$ 119	$ 64	$ 200	$ 988	$ 57	$ 54	$ 64
1001-1250	$ 450	$ 100	$ 80	$ 128	$ 64	$ 200	$ 1,022	$ 57	$ 54	$ 64
1251-1500	$ 625	$ 100	$ 80	$ 132	$ 64	$ 200	$ 1,201	$ 57	$ 54	$ 64
1501-1750	$ 800	$ 100	$ 85	$ 145	$ 64	$ 200	$ 1,394	$ 57	$ 54	$ 64
1751-2000	$ 850	$ 100	$ 85	$ 149	$ 64	$ 200	$ 1,448	$ 57	$ 54	$ 64
2001-2250	$ 850	$ 100	$ 85	$ 151	$ 64	$ 200	$ 1,450	$ 57	$ 54	$ 64
2251-2500	$ 850	$ 100	$ 85	$ 156	$ 64	$ 200	$ 1,455	$ 57	$ 54	$ 64
2501-3000	$ 880	$ 110	$ 85	$ 164	$ 64	$ 200	$ 1,503	$ 57	$ 54	$ 64
3001-3500	$ 920	$ 110	$ 90	$ 178	$ 64	$ 400	$ 1,762	$ 57	$ 54	$ 64
3501-4000	$ 930	$ 120	$ 110	$ 190	$ 64	$ 400	$ 1,814	$ 57	$ 54	$ 64
4001-5000	$ 1,000	$ 125	$ 140	$ 207	$ 64	$ 400	$ 1,936	$ 57	$ 54	$ 64
5001-6000	$ 1,100	$ 125	$ 165	$ 223	$ 64	$ 400	$ 2,077	$ 57	$ 54	$ 64
6001-6500	$ 1,200	$ 150	$ 245	$ 283	$ 64	$ 600	$ 2,542	$ 57	$ 54	$ 64
6501-7000	$ 1,400	$ 150	$ 245	$ 342	$ 64	$ 600	$ 2,801	$ 57	$ 54	$ 64
7001-7250	$ 1,550	$ 200	$ 245	$ 351	$ 64	$ 600	$ 3,010	$ 57	$ 54	$ 64
7251-7500	$ 1,725	$ 200	$ 245	$ 355	$ 64	$ 600	$ 3,189	$ 57	$ 54	$ 64
7501-7750	$ 1,900	$ 200	$ 250	$ 368	$ 64	$ 600	$ 3,382	$ 57	$ 54	$ 64
7751-9000**	$ 2,000	$ 200	$ 250	$ 372	$ 64	$ 600	$ 3,486	$ 57	$ 54	$ 64

***Optional Fees**

****For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage**

RESIDENTIAL CONSTRUCTION – Existing (Remodels and Additions)

Residential Building Plan Review Valuation Check

Development Services established minimum values for the cost of residential construction, or existing structures, based upon the following costs per square foot. 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. For existing residential projects, determination of minimum value per square foot shall be established as follows:

Wood Frame (per square foot)	$65.00
Wood Frame with Masonry (per square foot)	$70.00
Solid Masonry (per square foot)	$80.00
Concrete Block on Slab Foundation (per square foot)	$16.00
Unknown Valuation - Due at time of submission. (Balance due when value is determined)	$124.00
Residential Accessory Building	
Finished (percent of valuation/square footage)	100%
Unfinished Interior (including Carport) (percent of valuation/square footage)	50%
Future Construction - Foundation Only (per square foot)	$3.00
Detached Accessory Building Foundation over 600 sq. ft. (per square foot)	$3.00
Foundation over 600 sq. ft. (per square foot)	$3.00

Residential Plan Review Fees (Existings remodels and additions to existing homes)

Valuation: $0 - $24,000	$100.00
Valuation: $24,001 - $200,000	$100.00 plus $1.38/$1000, or fraction thereof, over $24,000
Valuation $200,001 - $1,000,000	$342.88+$0.72/$1,000, or fraction thereof, over $200,000
Valuation > $1,000,000	$918.88+$0.17/$1,000, or fraction thereof, over $1,000,000
Mobile Home Installation	$50.00
Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	
Residential Swimming Pool Plan Review Fee	Based on Valuation with $30,000 minimum value
Residential Plan Retrieval Fee	$100.00

Residential Permit Fees (remodels and additions to existing homes)

Residential Building Permit Fees	
Valuation: $0-$1,000	$100.00
Valuation: $1,001 - $25,000	$100.00+$7.28/$1,000, or fraction thereof, over $1000
Valuation: $25,001 - $75,000	$274.87+$5.72/$1,000, or fraction thereof, over $25,000
Valuation > $75,000	$560.00+$1.25/$1,000, or fraction thereof, over $75,000
Residential Fence Permit	$25.00
Residential Re-roof Permit	$25.00

COMMERCIAL CONSTRUCTION

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 of San Antonio. 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.

Commercial Plan Review Fees

Valuation $0 - $1,000	$100.00
Valuation $1,001 - $200,000	$100.00+$1.60/$1,000, or fraction thereof, over $1,000
Valuation $200,001 - $1,000,000	$418.40+$1.50/$1,000, or fraction thereof, over $200,000
Valuation $1,000,001 - $5,000,000	$1,618.40+$0.75/$1,000, or fraction thereof, over $1,000,000
Valuation > $5,000,000	$4,618.40+$0.50/$1,000, or fraction thereof, over $5,000,000

Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	
Commercial Irrigation Plan Review	$100.00
Commercial Swimming Pool Plan Review Fee	Based on Valuation

Commercial Permit Fees

Valuation: $0-$1,000	$100.00
Valuation: $1,001 - $25,000	$100.00 + $7.28/$1,000, or fraction thereof, over $1,000
Valuation: $25,001 - $75,000	$274.87+ $5.72/$1,000, or fraction thereof, over $25,000
Valuation: > 75,000	$560.00 + $2.00/$1,000, or fraction thereof, over $75,000

Commercial Conditional Permit Fees (plus the Building Permit Fee)	$200.00
Commercial Fence (plus Plan Review Fee)	Based Upon Building Valuation
Commercial Re-Roof (plus Plan Review Fee when applicable)	Based Upon Building Valuation
Commercial Permit Extension fee	50% of Permit (plus cost of permit)

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/Roll
School Districts-New	$150/Roll

SCHOOL DISTRICT PLAN REVIEWS

School districts with school district projects valued at over five hundred thousand dollars ($500,000.00) shall be entitled to a twenty-five percent (25%) waiver of plan review and permit fees, but in no case shall said school district pay less than a minimum fee of eight hundred sixty-eight dollars and forty cents ($868.40) for plan review, one thousand four hundred ten dollars ($1,410.00) for building permit, and one hundred thirty-six dollars and seventy cents ($136.70) for the related surcharges

Pool Commercial Landscape Plan Review	
Base fee	$27.50
Plus 11% of the Building Plan Review Fee	

SPECIAL SERVICES FEES
BUILDING PLAN REVIEW AND INSPECTION

Additional Plan Review (i.e. revised) – per Reviewer – All Disciplines (per hour, 1 hour minimum)	$100.00
Administrative Exception Code Variance Request	$350.00
Administrative Code Modification Request	$350.00
After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
After-hour Plan Review – per Reviewer (All Disciplines) per hour (1 hour minimum)	$100.00
After-hour Plan Review– Residential - Building, Tree Preservation, Drainage (1.25 hour minimum)	$100.00
Commercial Plan Retrieval Fee per Plan	$100.00
Commercial Project Modification Request Fee per Modification Request	$350.00
Commercial Walk-Through Fee for Plans over 500 sq. ft. (per plan)	$100.00
Inspection for which no fee is specifically indicated (per hour, 1 hour minimum)	$100.00
Inspection Schedule Fee (Free on-line) (applies to all types of inspections)	$3.00
Link Child-Parent Permits	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Median and Turn Lane Review (Outside of Plat) per hour	$100.00
Plan Review by Appointment Processing Fee (per appointment) (plus the Building Permit Fee)	$200.00
Fee per Reviewer per hour (1 hour minimum)	$100.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00
On-Line Research Fee	$25/Hour
Plan Review Extension Fee	25% of Plan Review fee
Residential Building Plan Application Administrative Processing Fee (Free on-line)	$10.00
Permit Extension Fee	50% of Original Permit

Preliminary Meeting

Fee per hour per Discipline (1 hr minimum)	$100.00
Plus Additional Fee per hour per Discipline	$100.00

BUILDING AND FIRE APPEALS FEE

Building related and Fire Code Board of Appeals and Advisory Board	$155.00
Appeals of Building related and Fire Code Appeals and Advisory Board Decisions	$155.00

CERTIFICATE OF OCCUPANCY

Residential

Temporary Residential Certificate of Occupancy	$150.00
Temporary Residential Certificate of Occupancy Extension	$75.00
After-Hour Fee for Counter Service for Temporary Certificate of Occupancy	$50/Hour
Residential Construction moving-in without Certificate of Occupancy	$300.00

Commercial

Commercial Certificate of Occupancy	$200.00
Temporary Commercial Certificate of Occupancy	$500.00
Temporary Commercial Certificate of Occupancy Extension	$100.00
Expired Certificate of Occupancy Fine (basic fee plus C of O fee)	$500.00
After-Hour Fee for Counter Service for Temporary Certificate of Occupancy	$50/Hour
Fine for New Commercial Construction Occupancy without C of O	$500.00
Fine for Existing Commercial Construction Occupancy without C of O (plus C of O Fee)	$200.00
Occupant Load Adjustment Fee per hour	$100.00

Miscellaneous

Certificate of Occupancy - Tent Fee	$100.00
Certificate of Occupancy - Mall Cart	$100.00
Certificate of Occupancy - Name Change	$50.00
Certificate of Occupancy - Address Correction	$50.00
Duplicate Copy of Certificate of Occupancy (plus tax)	$5.00
Re-inspection Fee	$50.00

DEMOLITION

Demolition License Fees

Demolition Contractor - Initial - City License	$85.00
Demolition Contractor - Renewal - City License	$35.00
Duplicate Copy of Demolition License (plus tax)	$5.00

Demolition Permit Fees

Residential - Demolition Permit	$75.00
Commercial - Demolition Permit - Single-story	$100.00
Commercial - Demolition Permit-2 - 3 stories	$200.00
Commercial - Demolition Permit- >3 stories	$650.00
Refund Fee (refund will not be issued if work was performed under the permit and/or was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00

ELECTRICAL

Electrical License and Registration Fees

Master

Renewal – City License (2 year renewal)	$300.00
DBA Change on Master Electrical License	$20.00
State Electrical Contractor License Registration and Annual Renewal	$85.00
Journeyman – Renewal of City License (2 year renewal)	$200.00
Restricted Residential Wireman – Renewal of City License (2 year renewal)	$60.00
Maintenance Electrician Renewal of City License	$60.00
Maintenance Technician – Annual (may only perform limited scope of work associated with a maintenance permit)	$35.00
Duplicate Copy any Electrical License (plus tax)	$5.00

Electrical Fees – New Residential Construction

For electrical work associated with new residential construction, the electrical permit fees are based upon square footage and will be assessed on the parent building permit. These fees do not apply to electrical work associated with swimming pools and electrical work not associated with the initial residential building permit application. TML's, TOP's, and Gas permits are based upon a flat fee as indicated below. **For new residential, your electrical permit must be linked to the parent permit**:

:

Sq. Ft	Electrical Permit Fee	Sq. Ft	Electrical Permit Fee	Optional Fees	
0000-2500	$ 100	4000-6000	$ 125	TML Permit	$ 57
2501-3500	$ 110	6001-7000	$ 150	TOPS Permit	$54
3501-4000	$ 120	7001-9000*	$ 200	Gas Permit	$64

*** For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage**

Electrical Inspection Fee and Limited Service Repair Permits (Commercial and Existing Residential)

Electrical Inspection Permit Fee (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Contractor Number Research Fee (contractor)	$10.00

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 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	$0.16
Sign Circuit	$1.10

General Purpose Outlets/Devices/Equipment less than 1 hp	$0.16
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
6-50 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 Inspection	$50.00
30 day Temporary Reconnect Fee	$2.15
180 day Temporary Reconnect Fee	$12.98
Notary Fee	$6.00

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

Special Services for Electrical

After-hour Inspection Fee (per hour, 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, 1 hour minimum)	$100.00
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	

Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Permit Extension Fee	50% of permit (plus cost of permit)
Open Permit Review Fee per permit	$3.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

ELECTRICAL APPEALS FEE

Electrical Appeals to the Building related and fire codes appeals and Advisory Board	$155.00
Appeal of Electrical building related and fire codes appeals and Advisory Boards Decisions	$155.00

HEATING AND AIR CONDITIONING (MECHANICAL)

Heating and Air Conditioning (Mechanical) License Fees

Master - Renewal – City license (one year renewal)	$150.00
Master - Annual State License Registration	$85.00
Technician - Journeyman Renewal (may only perform work not requiring a permit)	$35.00
Mechanical Annual Agent Registration Fee	$25.00
Duplicate Copy any Heating and Air Conditioning License (plus tax)	$5.00
Annual Continuing Education for City License Holder	$150.00

Heating and Air Conditioning (Mechanical) Permit Fees – New Residential

For mechanical work associated with new residential construction, the fees are based upon square footage and will be assessed on the parent building permit. Your mechanical permit must be linked to the parent permit. The table below details the new fee-structure:

Sq Ft	Permit Fees		Sq Ft	Electrical Permit Fees
0000-1599	$ 80		4001-5000	$ 140
1601-3000	$ 85		5001-6000	$ 165
3001-3500	$ 90		6001-7500	$ 245
3501-4000	$110		7501-9000*	$250
*For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage				

Heating and Air Conditioning (Mechanical) Inspection Fees and Limited Service Repair Permits (Commercial and Existing Residential)

Basic Heating and Air Conditioning (Mechanical) Permit (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Existing Residential (new systems-no pre-existing central HVAC unit (includes inspection fee)	$77.00
Contractor Number Research Fee (contractor)	$10.00
Each Additional System (includes inspection fee)	$55.00
Roof-Top Unit (gas or electric)	$15.85
Gas furnace; gas wall furnace; gas unit heater; gas radiant heater; gas boiler (steam); gas floor furnace; commercial gas dryer; gas boiler (hot water); gas duct heater (per each item)	$9.60
Condensing unit; condensing unit/heat pump; indoor condensing unit; cooling coil; commercial exhaust fan; condenser (no compressor); commercial electric dryer, fan coil unit; fan powered box; type II range hood (steam); chiller; absorption unit; reach-in cooler; wall mounted unit; make-up air; heat pump; refrigeration unit; air handler; electric furnace; electric unit heater; electric radiant heater; ventilation fan; variable air volume unit; type I range hood (grease); fume hood; cooling tower; walk-in cooler; icemaker (split system); evaporative cooler (refrigeration equipment); hot water coil; remote condensing unit; condenser (refrigeration equipment); ventilating fan (not on other permitted installation); hood served by mechanical exhaust (including ducts and makeup air systems); condensing unit (mobile homes and manufactured housing); any regulated device for which no specific fee is listed; replacement of any device which originally required a permit (per each item)	$6.25
Curtain Fire Damper; Smoke Damper; Duct Outlet, Ceiling Fire Damper; Smoke/Fire Damper (per each item)	$2.00

Special Heating & Air Conditioning (Mechanical) Fees

After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Inspection for which no Fee is Specifically Indicated (per hour, hour minimum)	$100.00
Inspection Schedule Fee (Free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing/Amendment Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Open Permit Review Fee per Permit	$3.00
Mechanical Plan Review -- This fee is charged to review plans without a building permit (per hour with a 1 hour minimum)	$100.00
Permit Extension Fee	50% of Permit (plus cost permit)
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

HEATING & AIR CONDITIONING (MECHANICAL) APPEALS FEE

Mechanical appeals to building related and fire codes appeals and Advisory Board	$155.00
Appeal of Mechanical building related and fire codes appeals and Advisory Board decisions	$155.00

MISCELLANEOUS BUILDING DEVELOPMENT FEES
(Residential and Commercial)

Link Child-Parent Permits	$5.00
Residential	$10.00
Commercial	$50.00
Building Permit Ready/Status Letter	$1.00
Permit Refund Fee (add other language)	$10.00
Permit Processing/Amendment Fee	$10.00
Permit Reprint Fee (subject to sales tax)	$5.00
Name, Address or DBA Change on Permit	$50.00
Inspection for which no fee is specifically indicated (per hour with 1 hour minimum)	$100.00
After-hour Inspection Fee (per hour with 1 hour minimum)	$100.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee (all Trades)	$50.00
Open Permit Review Fee per Permit	$3.00
Contractor Number Research Fee	$10/Contractor

Moving Buildings

Moving building on same property in one section	$18.00
Moving buildings or structures over 400 sq. ft. per section, per day on City Street	$100.00

Rental of Facility Fees

Rental of Facility Fees	$125/hr (daily min fee of $250; Max fee of $1000)
Security Personnel (per hour, per staff, 1 hour min)	$15.00
Planning & Development Services Staff (per hour, per staff, 1 hour min)	$30.00
Custodian Service (per hour, with 2 hour min.)	$15.00

MISCELLANEOUS PERMITS

Barricade

Barricades, on City Streets (including sidewalks and alleys) per sq. ft. per day	
Barricades in traveled portion of City Streets between curbs including sidewalk and alley, per sq. ft. per day	$50.00 minimum
Private barricading of streets or portions of streets - block parties (per block, per day)	$75.00

Parking / Traffic Control

Facility/Parking Traffic Control District Application Fee	$150.00
Facility/Parking Traffic Control District Transfer Fee	$10.00

Encroachment

Encroachment Permit onto Public Right Away	
Encroachment Review Fee (non-refundable)	$100.00
Encroachment Permit Fee	$100.00

Garage/Yard Sale

Garage/Yard Sale Permit

House Moves License and Permit

House Mover – Annual License

House Mover Permit –building moves of structures over 400sq.ft. per section, per day on City Street	$100.00
Duplicate Copy any House Mover License (plus tax)	$5.00

PLUMBING, GAS, SEWER

Plumbing License and Registration Fees

Water Treatment Contractor Annual State License Registration Fee	$85.00
Annual Irrigation Contractor Registration Fee	$85.00
Duplicate Copy any Plumbing License (plus tax)	$5.00

Plumbing, Gas, Sewer Permit Fees – New Residential

For plumbing work associated with new residential construction, the permit fees are based upon square footage and will be assessed on the parent building permit. The permit fees for gas will be a flat fee of $64 and will also be assessed on the parent building permit. Plumbing permits not included are irrigation and (MRFPSS), and fees not included are scheduling, re-inspection and after hour's fees.

The table below details the new fee-structure:

Sq Ft	Fee		Sq Ft	Fee		Sq Ft	Fee
0000-0500	$ 600		2251-2500	$ 156		6501-7000	$ 342
0501-1000	$ 119		2501-3000	$ 164		7001-7250	$ 351
1001-1250	$ 128		3001-3500	$ 178		7251-7500	$ 355
1251-1500	$ 132		3501-4000	$ 190		7501-7750	$ 368
1501-1750	$ 145		4001-5000	$ 207		7751-9000*	$ 372
1751-2000	$ 149		5001-6000	$ 223		Sewer	$ 64
2001-2250	$ 151		6001-6500	$ 283		Gas	$ 64
* For projects over 9000 sq.ft., the fees are determined by combining smaller increments to equal the square footage							

Plumbing. Gas, Sewer Permit Fees & Limited Service Repair Permits (Commercial and Existing Residential)

Plumbing Inspection (Basic Fee)	$50.00
Permit Administrative Processing Fee (free on-line)	$10.00
Contractor Number Research Fee (contractor)	$10.00
Fixture; Roof Drain; Reverse Osmosis (per unit)	$7.00
Grease Trap; Oil Separator; Sand Trap; Lint Trap; Neutralization Tank (or tank receiving discharge of liquid waste from fixtures); Drain, Appurtenance; Appliance	
0 – 500 gallons	$12.00
>500 gallons	$17.00
Water Heater, Vent (gas/electric)	$8.00
Back-flow Prevention Device	
¼" – ¾"	$15.00
1"	$20.00
1 ¼"	$45.00
1 ½"	$55.00
2"+	$75.00

Water Softener	$17.00
Gas Inspection (Basic Fee)	$50.00
1 – 5 openings (fee for each of the first five opening)	$10.00
>5 openings (fee for each opening over five)	$3.00
Gas Test	$8.00
Extension (with 1 opening):	$8.00
Replace Gas Line	$8.00
Split Meter	$8.00
Move Meter	$8.00
Butane Conversion	$8.00
Reclaim Water Line Openings Inspection	$50.00
1 – 4 openings (flat fee)	$40.00
>4 openings (fee for each opening over four)	$5.00
Underground Waterline	
0 -100 ft	$10.00
101 – 250 ft	$15.00
251 – 500 ft	$25.00
501 – 1000 ft	$45.00
1001 – 2000 ft	$75.00
2001 – 3000 ft	$100.00
Over 3001 ft (plus additional $25 for each 200 ft or part thereof over 3001 ft)	$125.00
Sewer Inspection (Basic Fee)	$50.00
0 – 60 ft	$10.00
61 – 150 ft	$20.00
151 – 300 ft	$35.00
301 – 500 ft	$50.00
501 – 750 ft	$70.00
751 – 1,000 ft	$110.00
>1,000 ft	$125.00
Plus for each additional 150 ft	$20.00
Medical Gas Inspection (Basic Fee)	
(oxygen – O_2; nitrous oxide – N_2O; medical compress air – MedAir Nitrogen – N_2; vacuum – Vac; carbon dioxide – CO_2; helium – He)	$50.00
1 – 5 openings (flat fee)	$13.00
>5 openings (fee for each opening over five)	$3.00
Lawn Sprinkler System	
Irrigation System Inspection Fee	$50.00
Residential Landscape Irrigation System Permit Fee	$50.00
Commercial Landscape Irrigation System Permit Fee	$100.00
Special Services for Plumbing	
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
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00

Re-inspection Fee	$50.00
Plumbing Plan Review only (without building plan number) – per hour/1 hour minimum	$100.00
Permit Extension Fee)	50% of permit (plus cost of permit)
Open Permit Review Fee	$3.00/Permit
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00

PLUMBING, GAS, AND SEWER APPEALS FEE

Plumbing appeals to building related and fire codes appeals and Advisory Board	$155.00
Appeal of Plumbing building related and fire codes appeals and Advisory Board decisions	$155.00

SIDEWALK AND STREET PAINTING

License Fees

Sidewalk Contractor Annual City License	$60.00
Street Number Painter Annual City License	$35.00
Duplicate Copy any Street / Sidewalk License (plus tax)	$5.00

Sidewalk, Gutter, and Curb Fees

After-hour Inspection Fee (per hour, 1 hour minimum)	$100.00
Curb (per linear foot) ($50 minimum)	$0.15
Flatwork (per square feet) ($50 minimum)	$0.15
Inspection for which no fee is specifically indicated (per hour, 1 hour minimum)	$100.00
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00

SIGN

Sign License, Registration and Testing Fees

Master Sign Electrician Renewal of City License Fee	$125.00
Master Sign Electrician Annual State License Registration Fee	$85.00
Sign Technician Initial of City License Fee, (for seven-year period)	$35.00
Sign Trainee Initial of City License Fee, (for nine-year period)	$10.00
Billboard Operator's license - Initial	$375.00
Billboard Operator's license - Renewal	$375.00
Commercial Sign Operator's license (Initial)	$100.00
Commercial Sign Operator's license (Renewal)	$100.00
Commercial Sign Operator's license Examination	$85.00
Commercial Sign Operator's license Re-examination	$85.00

City Registration Fee for Sign Contractor License, per year	$85.00
Duplicate Copy any Sign (plus tax)	$5.00

Sign Plan Review

Sign Plan Review Fee	$50/Permit

Off-premises Billboard Inspection

Billboard Annual Inspection (inside City limits or extraterritorial jurisdiction – ETJ)	
1 – 300 sq. ft.	$50.00
301 – 672 sq. ft.	$75.00
Portable Sign Annual Inspection (electrical)	$50.00

Commercial Sign Permit Fee

1 – 32 sq. ft (first 32 sq. ft.)	$10.80
>32 sq. ft. – Signs over 32 sq. ft. will be assessed an additional fee based on sq. ft.	$0.22
Sign height fee for signs (per foot of height)	$2.00
Preliminary Site Inspection	$50.00
Inflatable Inspection	$50.00

Banner Inspection

	$50.00
Banner (cloth or other); street light pole (across street) (for each banner)	$5.40
Flag line	$1.60

Electrical Sign Inspection Fee

	$50.00
Gas or Vacuum Tube	$10.80
Incandescent Sign	$5.40
Plus number of sockets (each)	$0.22
Sign height fee for signs (per foot of height)	$2.00

Billboard Removal Electrical Permit	$100.00

Off-premise Billboard Inspection

	$50.00
1 – 75 sq. ft. (first 75 sq. ft)	$16.20
>75 sq. ft. – Signs over 75 sq. ft.	$16.00 + $0.22/sq. ft.

On-premise Sign Inspection

	$50.00
1 – 32 sq. ft.	$10.80
>32	$10.80+ $0.22/sq.ft.
Gas tube, electric	$10.80
Incandescent	$5.40 + $0.22/socket
Height	$2.00/linear ft

Digital Sign Permit

Inspection fee	$200.00
1-75 sq. ft.	$64.80
More than 75 sq. ft.	$64.80 + $0.88/ sq. ft.
Digital Sign Annual Inspection Fee	
1-72 sq. ft.	$200.00
73-300 sq. ft.	$300.00
301-672 sq. ft.	$400.00
Permit Administrative Processing Fee (free on-line)	$10.00
Digital Sign Surcharge	$15.00

Temporary Weekend Sign Permit	$50.00
Temporary Sign Decal / Temporary Weekend Signs	$5.00
Tent Permit (not subject to Building Development fees and Development Services) (per tent, per month)	$100

Special Services for Signs

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
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Sign Master Plan Review	$300.00
Re-inspection Fee	$50.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Inspection Schedule Fee (Free on-line)	$3.00
Sign Certification Fee	$50/Inspection

SIGN APPEALS FEE

Appeal of an Interpretation	$150.00
Appeal of Sign Cases to City Council	$300.00
Variance and Appeals Procedures	$600.00

SURCHARGES

Unless otherwise noted all Building Development fees are subject to an additional 3% Technological Improvement fee and 3% Development Services fee.

TREE PRESERVATION (Not subject to surcharges)

Tree License Fees

Tree Maintenance License (license must be renewed every three years and requires four hours of Continuing Education)	$165.00
Temporary Tree Maintenance License	$75.00

Tree Plan Review Fee

Residential and Commercial Tree Plan Review	$100.00
Tree Preservation Preliminary Plan Review (per hour, 1 hour minimum)	$100.00

Residential Tree Permit Fees

Tree Permit (per lot with a maximum fee of $2,000)	$35.00
Tree Affidavit – Option 1 (No Protect Trees) (per lot with a max fee of $1,000)	$35.00
Tree Canopy Enhancement Fee (per acre with a max fee of $2,000)	$15.00
Penalty Fee for Commencing Site work without a Tree Permit (per lot or a min fee of $2,000 - whichever is greater)	$70.00

Commercial Tree Permit Fees

Tree Permit (per acre)	$75.00
Tree Affidavit – Option 1 (No Protect Trees) (per acre with a max fee of $2,000)	$75.00

Tree Canopy Enhancement Fee (per acre)	$25.00
Penalty fee for commencing site work without a Tree Permit (per acre or a min fee of $2,000 - whichever is greater)	$150.00

Tree Mitigation Fund Fees

Tree Certification Credit	
Project fee	$100.00
Per inch	$1.00
Tree Mitigation	
Significant Tree (per inch)	$200.00
Heritage Tree (per inch)*	$200 - $600.00

***Heritage Mitigation = 1 to1 (or) 3 to 1**

Special Services for Trees

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
Inspection Schedule Fee (free on-line)	$3.00
Link Child-Parent Permit	
Residential Permit	$5.00
Commercial Permit	$10.00
Permit Processing Fee	$10.00
Refund (Refund will not be issued if work as performed under the permit and/or if permit was issued over 30 days for Trade permits and 90 days for Building permits)	$50.00
Re-inspection Fee	$50.00
Tree Warranty Fee	$270.00
Plus for each additional tree	$75.00

TREE APPEALS FEE

Appeal to City Council	$145.00

LAND DEVELOPMENT FEES

The Land Development fees are assessed for the review of Subdivision Plats, Master Development Plans, Rights Determination, Traffic Impact Analysis, Tree Preservation, Addressing, Zoning, and Board of Adjustment. All fees assessed are per unit unless otherwise specified.

Board of Adjustment

Non Homestead Case Filing Fee (Variance, Special Exception or Appeals)	$600.00
Homestead Exemption Case Filing Fee (Variance, Special Exception or Appeals)	$400.00
Board of Adjustment Postponement Fee	$200.00
Board of Adjustment Sign Interpretations Appeal	$150.00
Appeals of Sign Cases to City Council	$300.00
Board of Adjustment Refund Fee	$100.00
Manufactured Home Park Plan Amendment Fee	$400/Amendment

MDP, POADP, PUD, MAOZ, MHPP

MDP/PUD/MAOZ/MHPP Plan Review	$700.00
MDP/POADP/ PUD Notification	$250.00
MDP/POADP/PUD Plan Amendment	$500.00
MDP/POADP/PUD Validity Verification	$500.00

Rights Determination

Homestead (1 lot or less than 3 acres)	$200.00
Residential (over 1 lot or 3 acres or more) and Commercial Property	$1,000.00
Abbreviated Staff Review for Duration & Phasing of Rights (determined by staff)	$700.00
Rights Determination Appeal	$500.00
Rights Determination Validation	$250.00
Consent Agreement Rights Determination	$500.00
Fair Notice (without Rights Determination)	$500.00
Additional Plan Review Fees (1 hr minimum)	$100.00

Addressing

Amendment Address Plat	$50.00
After-Hour Addressing	$100.00
Change of Address on Permits (per address)	$50.00
Preliminary Plat Addressing Fee for Plat Requiring a Field Check	$50.00
Preliminary Plat Addressing Fee to Address a Plat of 10 or More Lots (per plat)	$50.00
Building/Suite Address Re-assignment	
Building	$100.00
Suite	$20.00

SAN ANTONIO WATER SYSTEMS (SAWS)

Flood Plan Development Permit	$50.00
Inside San Antonio (per Equivalent Dwelling Units)	$508.00
Outside San Antonio (per Equivalent Dwelling Units)	$1,116.00
Medio (OSA-Far West Area) (per Equivalent Dwelling Units)	$1,738.00
Potranca (OSA-Far West Area) (per Equivalent Dwelling Units)	$1,972.00
Big Sous & Lucas (OSA-Far West) (per Equivalent Dwelling Units)	$1,929.00

SPECIAL SERVICES PROVIDED BY LAND DEVELOPMENT

Emergency Add-On (Planning Commission)	$550.00
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
Custom Map Request Fee	$100.00
Notary Public	$6.00
Plan Amendment (per Amendment)	$525.00
Postponement/Withdrawal of Planning Commission Action (per processed Postponement)	$400.00
Preliminary Meeting per hour and per Discipline (2 hours minimum)	$100.00
Public Hearing Notification List (if not submitted)	$250.00
Refunds Fee - Land Development – for all refundable applications	$100.00
Subdivision Special Request Fee (per reviewer by hour, 1 hour minimum)	$250.00
Inspection Schedule Fee (free on-line)	$3.00
Permit Processing Fee	$10.00
Contractor Number Research Fee (contractor)	$10.00
Plat & Plan Review (no fee is specifically indicated) per hour/ reviewer	$100.00

STORM WATER PARTICIPATION

Single-Family and Duplex Residential (the lesser of)	
Per lot charge	$750.00

Per acre charge	$1,200.00
Non Single-Family Residential (per acre)	$1,600.00
Non Residential - <65% impervious cover (per acre)	$2,600.00
Non Residential - >65% impervious cover (per acre)	$3,000.00

STREET LIGHT

100 watt high pressure sodium (per unit)	$1,173.00
250 watt high pressure sodium single arms (per unit)	$2,369.00
250 watt high pressure sodium double arms (per unit)	$3,047.00
250 watt high pressure sodium decorative double arms (per unit)	$3,500.00
Rock Soil Conditions (per site)	$401.00
Trenching (per linear foot)	$12.70

Street Name Change

Processing, Application Fee (base fee plus postage)	$1,000.00
Notification Fee (per lot/parcel)	$4.50
Sign Installation (Replacement Cost)	(TBD by Public Works)

SUBDIVISION PLAT FEES

Major Subdivision Plats Fees

Single-Family Development Base Fee	$625.00
Plus a per lot	$80.00
Non-Single-Family Development Base Fee	$625.00
Plus a per Acre Fee	$550.00
Per Lot Addressing Fee	$5.00

Minor Subdivision Plats (not to exceed 4 lots)

All Fees include a per Lot Fee	$80.00
Plus a flat fee based upon the number of acres	
0 – 3 acres	$595.00
3.01 – 10 acres	$805.00
10.01 – 20 acres	$1,075.00
>20 acres (fee includes the below base and per acre fee, plus the lot fee)	
Base Fee	$1,610.00
Plus per acre fee for each acre over 20	$110.00
Subdivision Filing Fee	$250.00

Recordation Fees

Bexar County Plat Recording Fee (not subject to the surcharges)	
Play Mylar (per Mylar)	$72.00
Document (Instruments)	
1st page	$16.00
Additional pages	$4.00
Recordation Handling Fee	$50.00

Miscellaneous Plat Fees

Administrative Exception/Code Variance Request UDC	$350.00
Certificate of Determination Fee	$200.00
Plat Deferral Fee (per request)	$500.00
Development Plats (per plat)	$600.00

Amending Plat Fees to Eliminate a Lot Line	$250.00
Amending Plat Fee	$600.00
Replat Public Hearing	$250.00
Replat with Notification (long public hearing)	$600.00
Time Extension	$300.00
Vacating Declaration (not in conjunction with replat)	$350.00
Plat Refund Fee	$100.00
BSL (Building Setback Line) Replat (excludes notification)	$200.00
Preliminary Plat Addressing Fee for Plats Requiring a Field Check/ 10 or more lots	$50.00
Plan (completeness) Review Fee (per review)	$700.00
Complete filing fee	$250.00
Completeness Review Resubmittal – Plat Review Fee	$50/Resubmittal

SUBDIVISION PLAT FEES – COUNTY OF BEXAR FEE SCHEDULE THE SURCHARGE FEES ARE NOT ASSESSED ON ANY BEXAR COUNTY FEE.

This fee is assessed on plats located inside the City of San Antonio's ETJ.

Major Subdivision

Base Fee	$450.00
Plus per lot fee for Single Family or	$46.21
Per acre fee for Non-Single Family	$345.00

Minor Subdivision

Per Lot Fee for All Acreage	$42.39
Plus Base Fee	
0-3 Acres	$430.00
3.01-10 Acres	$580.00
10.01-20 Acres	$775.00
>20 Acres	$1,160.00
Plus a Per Acre Fee (in addition to the Base and Lot fees)	$80.00
Completeness Review Re-submittal – Plan Review Fee	$50/Resubmittal

Miscellaneous Fees

Amended Plat	$380.00
Flood Plain Development Permit	$50.00
Recordation Handling Fee (Development Services Department Fee)	$50.00
Recording Fee (Mylar)	$72.00
Recording fee (instruments) - 1st page	$16.00
Each additional page	$4.00

SURCHARGES

Unless otherwise noted all Land Development fees are subject to an additional 3% Technological Improvement fee and 3% Development Services fee.

TRAFFIC IMPACT ANALYSIS (TIA) STUDY

Traffic Impact Analysis - Level 1	$400.00
Traffic Impact Analysis - Level 2	$1,600.00
Traffic Impact Analysis - Level 3	$1,800.00

ZONING

Zoning Commission and Council Fee:	
0 – 0.5 acres	$770.00
0.51 – 5 acres	$1,725.00
5.01 – 10 acres	$3,110.00
10.01 – 25 acres	$5,500.00
>25 acres Base Fee	$5,690.00
Plus per acreage charge for each acre over 25	$110.00
Maximum Zoning Fee	$11,500
Expedited Zoning Case Fee	
0 – 0.5 acres	$1540.00
0.51 – 5 acres	$3450.00
5.01 – 10 acres	$6,220.00
10.01 – 25 acres	$11,000.00
>25 acres Base Fee	$11,380.00
Plus per acreage charge for each acre over 25	$220.00
Maximum Zoning Fee	$23,000.00
ERZD Environmental Impact Fee	1.5 times ½ of the Zoning Fee
Underground Storage Tanks Transition Zone	½ of the Zoning Fee
Conditional Use	$300.00
Master Plan Community District Fee	$700.00
Non-Conforming Use Pre-Application/Research Fee (per request)	$75.00
Non-Confirming use Registration Fee	$75.00
Zoning Verification Letter Fee	$350.00 per letter
Variance Verification Letter Fee	$150.00 per letter
Non-Conforming Use Verification Letter Fee	$150.00 per letter
Expedited Verification Letter Fee (per each type)	$250.00 per letter
Specific Use Authorization	$500.00
Zoning Case Postponement Request	$405.00
Zoning Administrative Refund Fee	$100.00

PLANNING and COMMUNITY DEVELOPMENT - NEIGHBORHOOD AND URBAN DESIGN

Neighborhood Directory Fee, per directory (paper)	$40.00
Neighborhood Directory Fee, per directory (CD)	$25.00
Neighborhood, Community, and Perimeter Plans (per plan)	$2.00 to $46.00
Neighborhood, Community, and Perimeter Plans (per CD)	$5.00
Certificate of Compliance (Commercial)	$100.00

Neighborhood, Community and Perimeter Plans Plan Amendment Fee	
0 – 0.5 acres	$ 735.00
0.501 - 5.0 acres	$1,577.50
5.01 – 10.00 acres	$2,445.00
10.01 – 25 acres	$3,820.00
25.01 acres or more plus $110.00/acre up to $11,500.00/max	$3,820.00
Postponement/Withdrawal Fee for Neighborhood Plan Amendments	$400.00 per request
Refund Fee for Neighborhood Community and Perimeter Plan Amendment	$100.00

STATE OF TEXAS FEES (Subject to Taxes but not the Surcharges)

Open Records Requests

Master Plan Policies Document Sales

Per Color Copy	$35.00
Per Black/White Copy	$5.00

Duplication of Records

8½ x 11 pages (1-49 pages) per copy	$0.10
8½ x 11 pages (50+)	
Per Copy Charge	$0.10
Plus hourly rate administrative	$15.00
Plus percent of the total fee for overhead	20%
Oversize Paper (8½ x 11 or 11 x 14) per copy	$0.50
Plats and Plans per sheet	$8.00

Programming Charges

Per hour charge	$28.50
Plus Administrative and Overhead Charges	
Diskettes, Rewritable CD (CD-RW), Non-Rewritable CD and Audio Cassettes (each)	$1.00
Magnetic Tapes, Data Cartridge, and other Electronic Medial	Actual
Digital Video Disk (DVD)	$3.00

PLANNING and COMMUNITY DEVELOPMENT - COMPREHENSIVE

Sales – Master Plan Policies Document (per color copy)	$35.00
Sales - Master Plan Policies Document (per black and white copy)	$10.00
Sales - Master Plan Policies Document (per color copy)	$35.00
Voluntary Annexation Fee	$3,000.00
Sale of Annexation Plan Voluntary Annexation Fee	$2-$60 Plan
Major Thoroughfare Plan Amendments	$500.00 $5/ cd

PLANNING and COMMUNITY DEVELOPMENT – GEOGRAPHICAL INFORMATION SYSTEM

Sales of GIS Plotted Products – (per linear ft.)	$25.00
Sale of Digital Map Files (per hour, plus 20%)	$15.00
Reproduction (special processing requirements) based on publication (per hour plus 20%)	$15.00

- OFFICE OF HISTORIC PRESERVATION-

Historic Design & Review Commission Application (commercial properties only)	$100.00
Certificate of Appropriateness (post work commencement)	$500.00
MDP Review Fee	$200.00
Plat Review Fee	$175.00
Historic Designated Properties	
Historic and design review commission sign approval application fee	$50.00