

**CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
INTERDEPARTMENTAL CORRESPONDENCE**

**PUBLIC HEARING
TIME CERTAIN
ITEM NO 4B**

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh, Assistant to the City Manager; Shawn P. Eddy, Special Projects Manager, Property Disposition

DATE: Thursday, October 31, 2002

SUBJECT: S.P. No. 1059—Request to close, vacate and abandon improved portions of Greencrest and Vanceview Drives Public Rights of Way in NCB 11681

PETITIONER: Hill-Granados Retail Partners, LP
Attn: William T. Kaufman
100 W. Houston St., 1250 Frost Bank Tower
San Antonio, TX 78205-1457

SUMMARY AND RECOMMENDATIONS

This Ordinance will close, vacate and abandon improved portions of Public Right of Way, known as Greencrest and Vanceview Drives, located within NCB 11681, as requested by Hill-Granados Retail Partners, Ltd., a Texas limited partnership, as Petitioner, contingent upon the closing of the purchase of the Gillespie Family Property adjacent to the said streets, in exchange for the conveyance by Special Warranty Deed of approximately four (4) acres of land and house in NCB 11681 valued at \$440,000.00 by a professional independent appraisal, to be designated as park space and named "Virginia Marie Granados Park" and will authorize staff to negotiate an Escrow Agreement and any other documents necessary to facilitate the transaction.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

Petitioner requests the closure, vacation and abandonment of improved portions of Public Right of Way, known as Greencrest and Vanceview Drives, located within NCB 11681 as shown on attached Exhibit "A". The abutting property owner (The "Gillespie Family") has consented to the proposed closure and has entered into a contract to sell its property to the Petitioner. Petitioner plans to develop this area, which is the largest remaining undeveloped property within Loop 410, into a retail center, and proposes to realign the remaining portion of Vanceview and

extend La Manda Boulevard as shown on Exhibit "A", Page 1 of 4, in order to provide access for abutting property owners to Vance Jackson Road. The property owners currently accessing Vanceview and Greencrest Drives to Vance Jackson will not be adversely affected by the closing and realigning of the street, since the new access will be completed before the existing streets are physically closed.

The tract of land to be conveyed to the City includes a 3,982 sf house that was built in 1943. The Parks & Recreation Department may propose to eventually develop the house into a community or senior center, subject to the availability of funding and approval of the City Council. The City is deficient in park space in this area of the community and the possible addition of community center or senior center will provide services in this currently underserved area. The property will be conveyed to the City by Special Warranty Deed contemporaneously with the recording of the petitioner's closing documents upon which the closure, vacation and abandonment of the streets is contingent. The house would remain occupied and be maintained by the current resident or her family for a period of two years, unless mutually agreed by both parties that the City would take possession sooner. However, the petitioner is ultimately responsible to the City for the maintenance of the property and for providing a driveway to the house off Freiling Drive for the current resident for the duration of the resident's occupancy period.

POLICY ANALYSIS

This action is consistent with City Ordinances regulating the closure, vacation and abandonment of Public Right of Way within the Corporate Limits of the City of San Antonio.

FISCAL IMPACT

The City assessed a fee of \$136,414.00 as consideration for the closure, vacation and abandonment of the Public Rights of Way. Petitioner has proposed, and City has agreed to accept as consideration, approximately four (4) acres of land and a house in NCB 11681, identified as Parcel 3 on Exhibit "A", Page 4 of 4, valued by a professional independent appraisal at \$440,000.00.

At such time as the City assumes ownership of the property following the resident's occupancy period, operations and maintenance costs will impact the Parks and Recreation operating budget. The impact will vary depending upon improvements made to the park. Similar neighborhood parks, once developed with a functional center, cost approximately \$150,000 per year to operate and program. Improvements to the property would need to be included in future capital improvement programs.


COORDINATION

In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies. A Canvassing Checklist and an executed Letter of Agreement, by which the petitioner agrees with all conditions imposed through this canvassing, are attached for review.

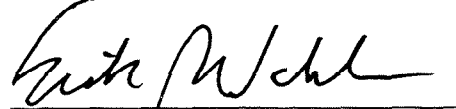
SUPPLEMENTARY COMMENTS

The City of San Antonio's Planning Commission has considered this request at its regular meeting of October 23, 2002 and recommends approval to City Council on October 31, 2002.

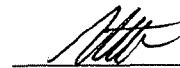
Executed Discretionary Contracts Disclosure Statement from petitioner(s) is attached.




Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager

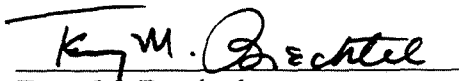


Malcolm Matthews, Director
Parks & Recreation Department



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

SCALE 1" = 300'

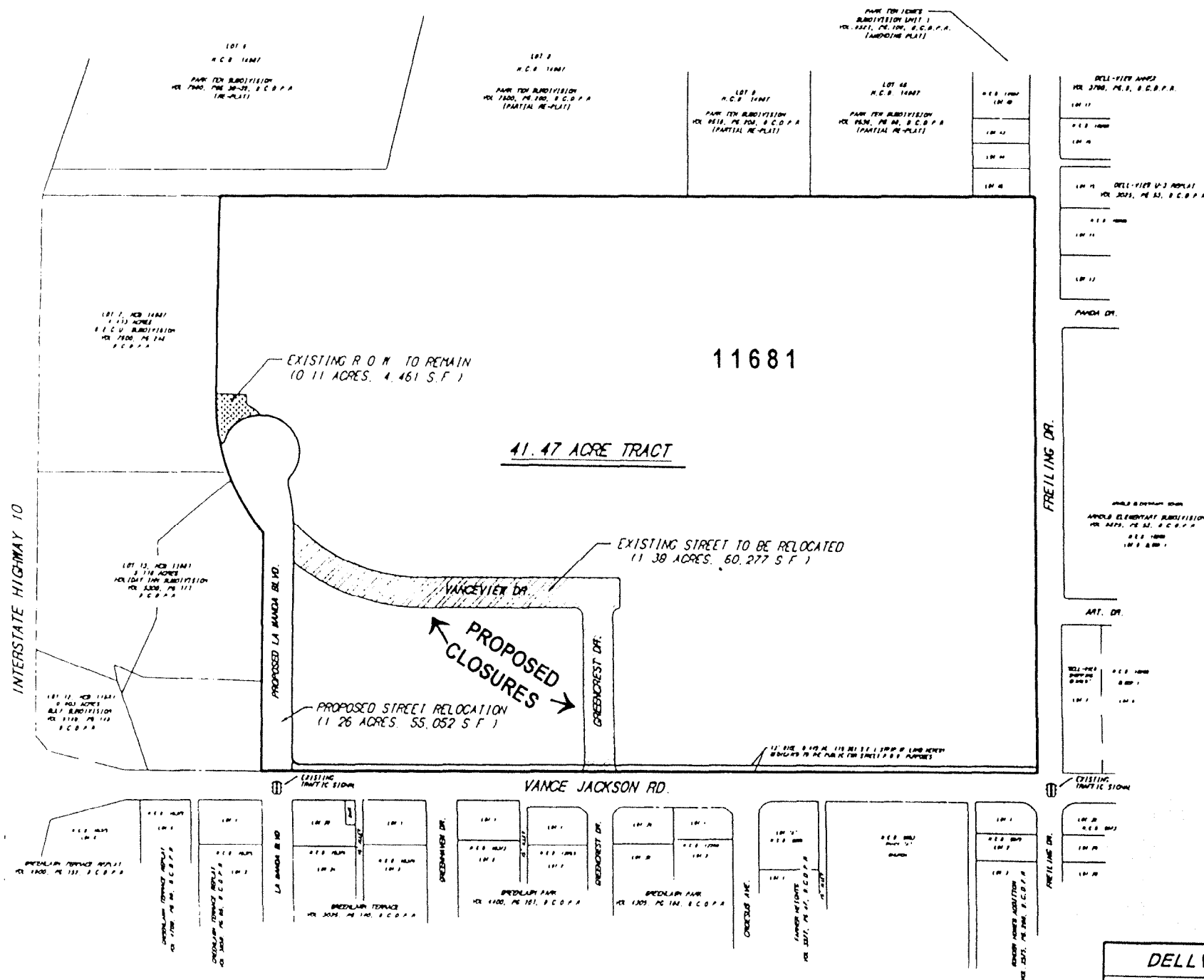


Exhibit "A"

Page 1 of 4

DELLVIEW MARKETPLACE
EXISTING STREET
RELOCATION PLAN

29 May 2002
178-008-00 HOPKINS-PROTECTOR BIRD I, LP

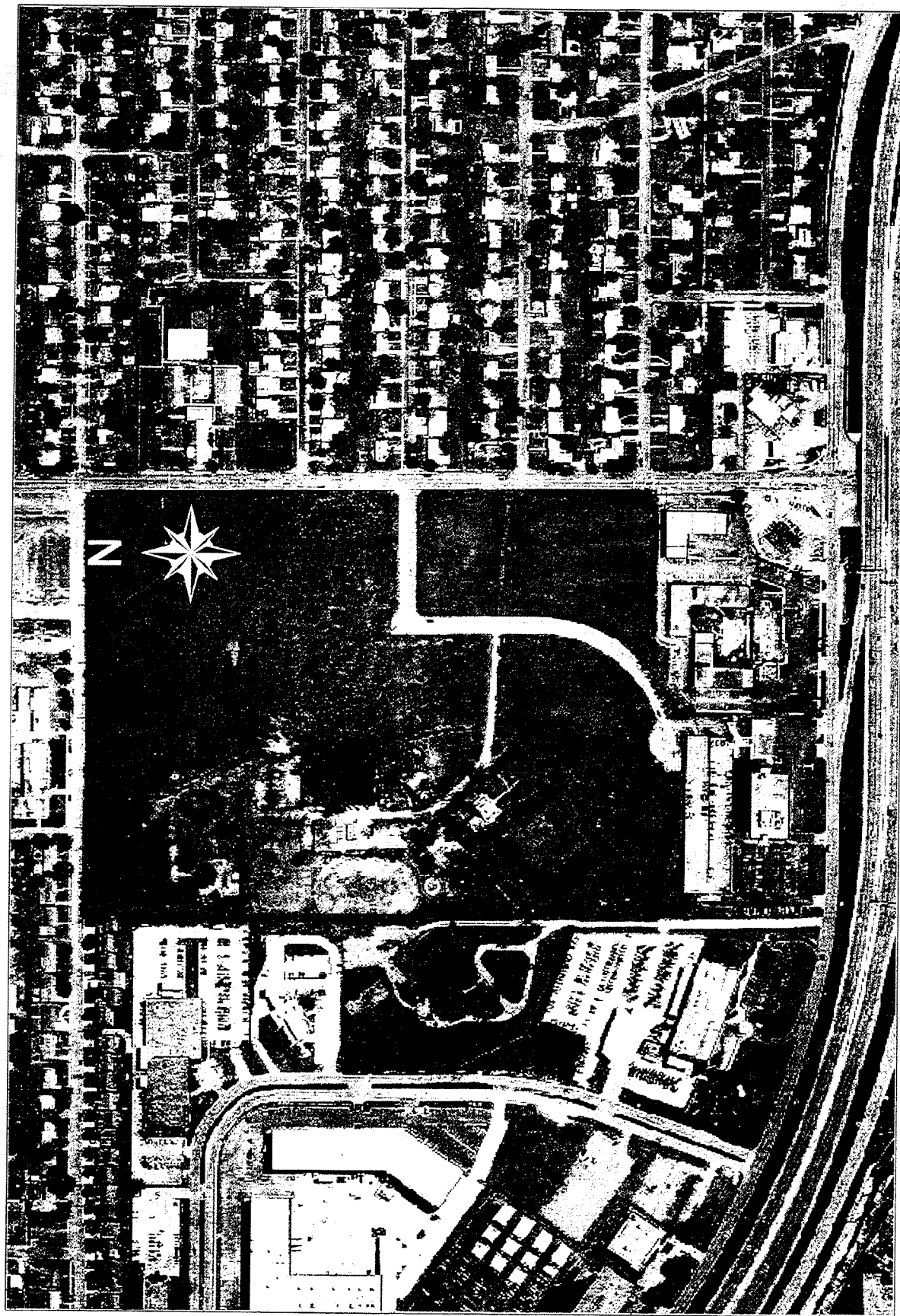
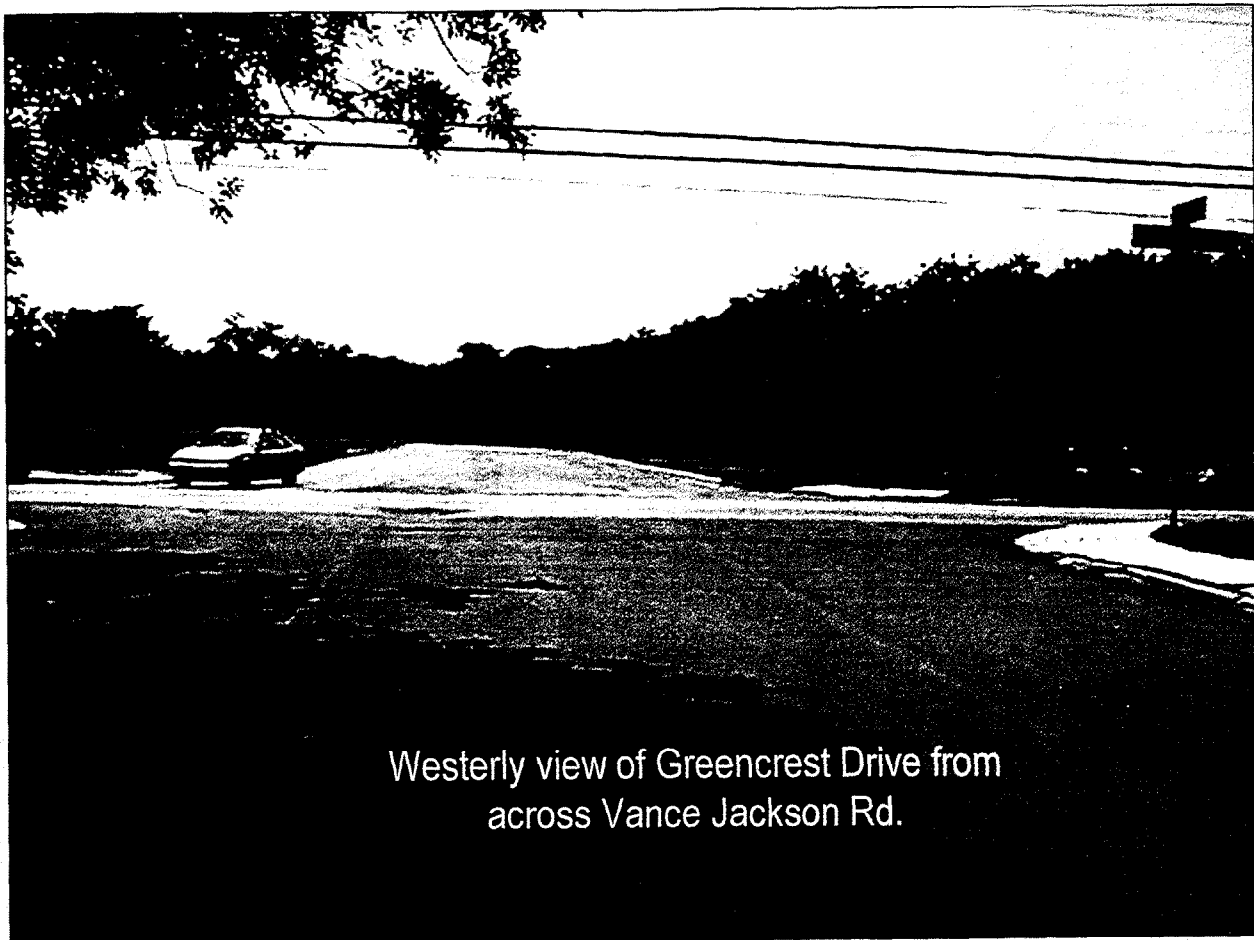
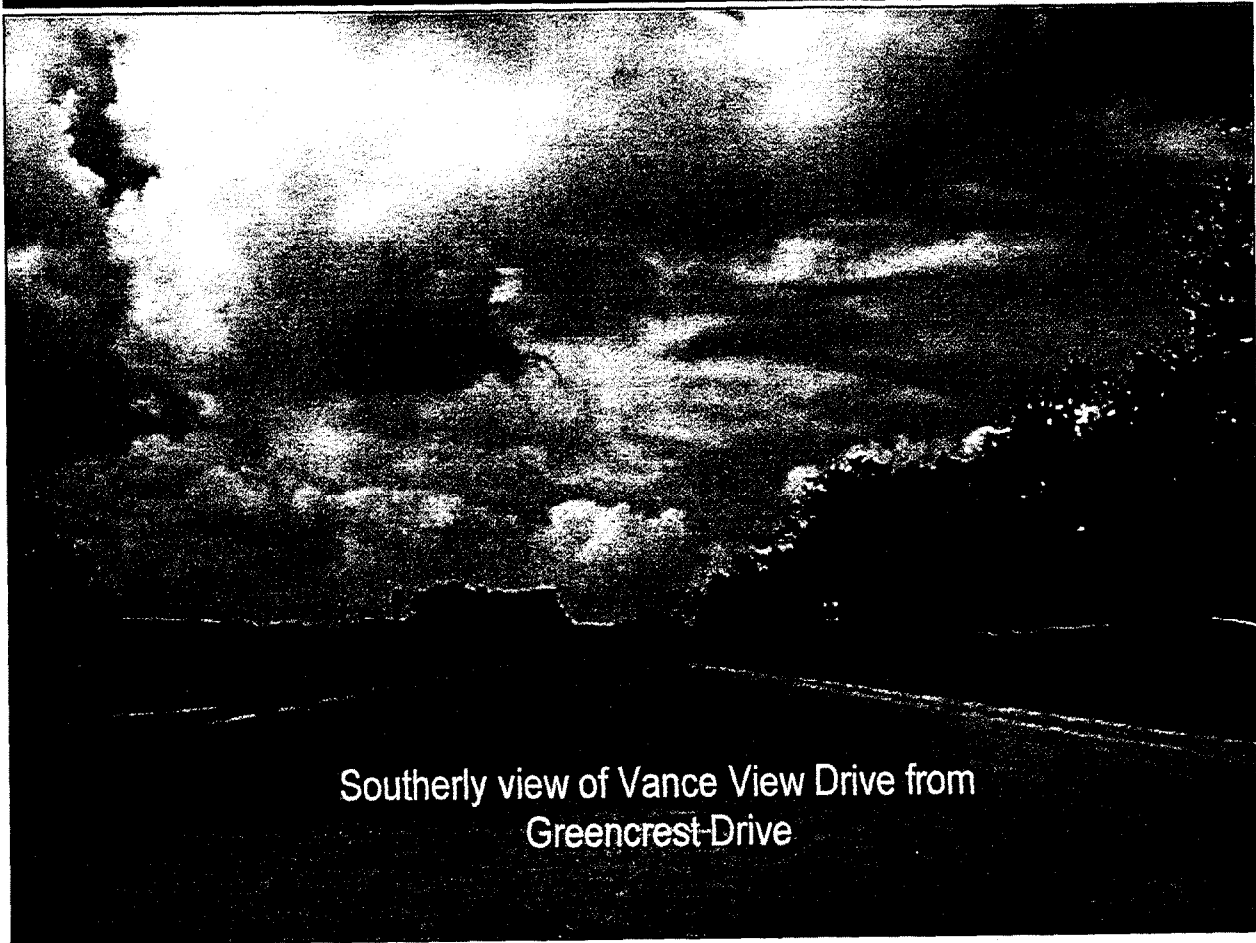


Exhibit "A"

Page 2 of 4



Westerly view of Greencrest Drive from
across Vance Jackson Rd.



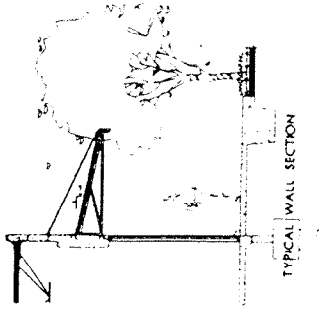
Southerly view of Vance View Drive from
Greencrest Drive

Exhibit "A"



COMMUNITY CENTER

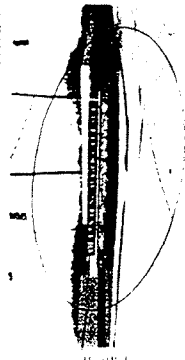
Pin
HILL-GRANADOS
RETAIL PARTNERS, LP



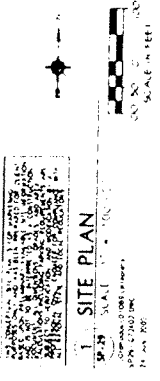
TYPICAL WALL SECTION

MDN

Middleman - de la Garza - Neighborhood
A C E C I T S

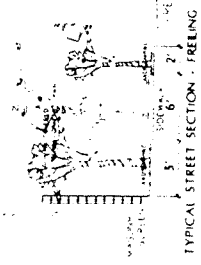


CORNER MONUMENT SIGN

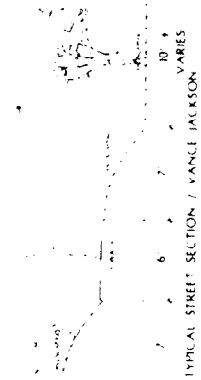


1. SITE PLAN

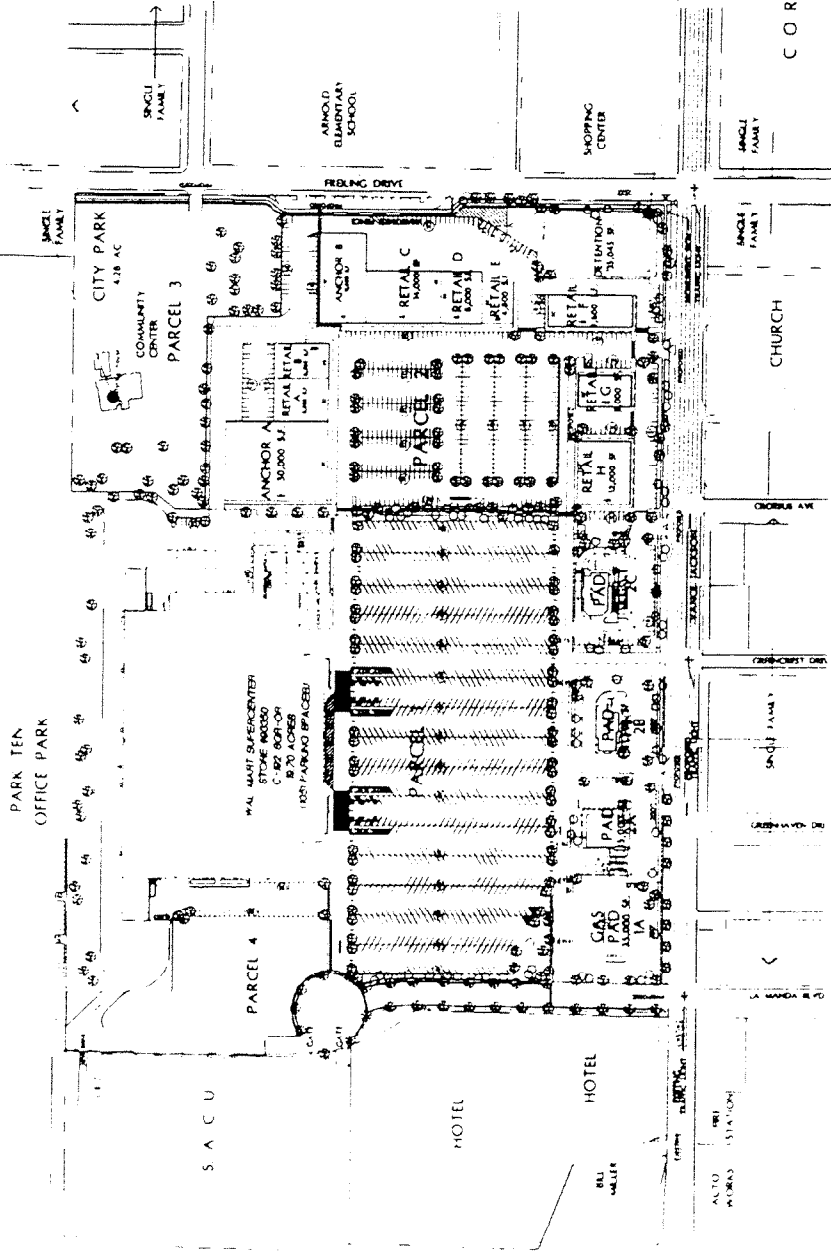
SCALE: 1" = 100'
DATE: 10/1/00
BY: [Signature]
CHECKED BY: [Signature]
SCALE IN FEET



TYPICAL STREET SECTION - FEELING



TYPICAL STREET SECTION - VANCE JACKSON



DELLVIEW MARKETPLACE

INTERSTATE HIGHWAY 10 • VANCE JACKSON CITY OF SAN ANTONIO, TEXAS

Canvassing Checklist

SPNo 1059

Request: Petitioner requests the closure, vacation and abandonment of improved portions of Greencrest and Vance View Drives Public Rights of Way located within NCB 11681 as shown on attached Exhibits "A" and "B." The abutting property owner has consented to the proposed closure and has entered into a contract to sell these properties to the petitioner. Petitioner plans to develop this area into a retail center, and proposes to realign the remaining portion of Vance View and extend La Manda Boulevard as shown on Exhibit "A". Petitioner has assured that property owners currently accessing Vance View and Greencrest Drives will not be affected by the closing and realigning of the street.

	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	6/11/2002	8/8/2002		<input checked="" type="checkbox"/>	
PublicWorks	<input checked="" type="checkbox"/>	6/11/2002	8/21/2002		<input checked="" type="checkbox"/>	
Development Services	<input checked="" type="checkbox"/>	6/11/2002	7/5/2002		<input checked="" type="checkbox"/>	
Police Department	<input checked="" type="checkbox"/>	8/2/2002	8/14/2002	<input checked="" type="checkbox"/>		
Fire Department	<input checked="" type="checkbox"/>	6/11/2002	8/1/2002		<input checked="" type="checkbox"/>	
Parks and Recreation	<input checked="" type="checkbox"/>	6/11/2002	8/7/2002	<input checked="" type="checkbox"/>		
Neighborhood Action (NAD)						
City Public Service	<input checked="" type="checkbox"/>	6/11/2002	7/10/2002		<input checked="" type="checkbox"/>	
S.A. Water System (SAWS)	<input checked="" type="checkbox"/>	6/11/2002	7/16/2002		<input checked="" type="checkbox"/>	
TXDOT						
S.A. River Authority (SARA)						
VIA Metropolitan						
Other Agency						
Neighborhood Association	<input checked="" type="checkbox"/>	6/11/2002				
Canvassing Comments						
NORTH CENTRAL NEIGHBORHOOD COALITION						



CITY OF SAN ANTONIO

October 10, 2002

DEPARTMENT OF ASSET MANAGEMENT
P.O. BOX 838966 SAN ANTONIO, TEXAS 78283-3966
TEL. 210-207-4032 FAX 210-207-7888

Hill-Granados Retail Partners, LP
Attn: William T. Kaufman
100 W. Houston St., 1250 Frost Bank Tower
San Antonio, TX 78205-1457

Re: S. P. No. 1059—Request to close, vacate and abandon improved portions of Greencrest and Vance View Drives Public Rights of Way located within NCB 11681

Dear Mr. Kaufman:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of your request subject to the following conditions:

PLANNING: "Approved provided that the a) petitioner file a formal subdivision plat vacating and replatting the area as per Article IV Procedures, Division 4 Subdivision of the Unified Development Code (UDC) for the City of San Antonio; b) the proposed retail center shall have shared limited access points to be determined by Mr Richard de la Cruz, P.E. with the City of San Antonio Development Services Department, Engineering T.I.A. Division; and c) if phased development, a Master Development Plan shall be provided to the Planning Department in conformance to the Unified Development Code (UDC) for the City of San Antonio, Article IV Procedures, Division 2, Section 35-412."

PUBLIC WORKS DEPARTMENT: "Approved provided improvements at Vance Jackson Road and La Manda Boulevard are made in accordance with the concept adopted at the meeting between the developer and City staff on August 13, 2002, which are as follows:

- Construction of a signalized intersection (if warranted by City of San Antonio (COSA)) at Vance Jackson and Greencrest Drive (Driveway 3).
- Construction of northbound and southbound left turn lanes on Vance Jackson and Greencrest (Driveway 3), providing a minimum of 100-feet of vehicle storage for southbound and a minimum of 200-feet of storage northbound. Design of left turn lanes shall be reviewed and approved by Traffic Engineering (Public Works) and Traffic Impact Analysis (TIA) Reviews (Development Services).
- Construct right-turn deceleration lane (southbound) at the intersection of Vance Jackson and Greencrest (Driveway 3). Design of right-turn deceleration lane shall be reviewed and approved by Traffic Engineering (Public Works) and TIA Reviews (Development Services).
- Construct project driveways with throat lengths in accordance with the COSA Unified Development Code. COSA understands that the throat length requirement could vary due to grade issues; restrictions with adjacent property owner and the construction of right turn deceleration lanes. These types of issues will be reviewed on a case-by-case basis.

- Driveways 1, 2 and 4 will be right in/right out. Construction of driveways shall include a channelized curbed island. Design of channelized curb islands shall be reviewed and approved by Traffic Engineering (Public Works) and TIA Reviews (Development Services).
- Provide clear site distance at each project driveway along Vance Jackson to provide adequate obstruction free viewing distances for approaching traffic. All signage, landscaping and improvements should be selected and located as to not block these clear sight distance areas.
- Additional access point to either the IH 10 Frontage Road and/or First Park Ten."

DEVELOPMENT SERVICES DEPARTMENT: "Approved provided the street is realigned as proposed and the area to be closed is assembled with the petitioner's properties in accordance with the plat approval process."

FIRE DEPARTMENT: "Approved provided that traffic signal preemption equipment is provided along the Vance Jackson corridor in front of Fire Station #19. This corridor will include 4-5 intersections as well as emitters for the station and apparatus."

CITY PUBLIC SERVICE: "Approved provided easements are retained for existing electric and gas facilities, or if feasible, remove/relocate facilities at owner's expense."

SAN ANTONIO WATER SYSTEMS: "Approved provided existing water and/or sewer easements remain accessible for operational and maintenance purposes at all times."

DEPARTMENT OF ASSET MANAGEMENT:

- The closure, vacation and abandonment of this public right of way will be authorized by a City Ordinance.
- Petitioner asserts that all evidence of ownership of all property abutting the public right of way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct.
- The petitioner acknowledges that this property will be accepted in its "as is" condition.
- Petitioner agrees to reserve a perpetual easement for all existing overhead, surface or subsurface utilities within the public right of way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioner agrees to allow perpetual access to any such utilities or may seek the relocation of a specific utility with the express permission and coordination of the respective owner of the utility and at the sole expense of the petitioners.
- Petitioner agrees to remit a closure fee that includes the assessed value of \$136,414.00 or the City may accept an exchange of property of equal or greater value. In addition, petitioner agrees to remit an additional fee of \$179.00, which includes \$144.00 for the posting of signs notifying the public of the proposed street closures and \$35.00 for recording documents.

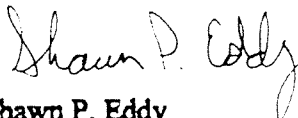
Please be advised that the closure fee will be due and payable to the City of San Antonio prior to City Council consideration. If for some reason the closure is not approved by City Council, the closure fee will be refunded to the petitioner, less the additional fees for the posting of the notification sign and recording.

Further, a fully completed and signed Discretionary Contracts Disclosure Statement is required. A form is enclosed for your convenience. Please keep in mind that this form must be properly and fully filled out.

This Letter of Agreement is being offered by City of San Antonio only to the petitioner named above and will expire thirty (30) days after date of issuance unless a specific extension is requested by the petitioners and granted by the City.

If you concur with the above mentioned conditions, including the payment of the assessed closure fee, please countersign this letter in the spaces provided below and return to the undersigned. Upon receipt of this executed Letter of Agreement, Disclosure Statement and the payment we will continue processing your request.

Sincerely,

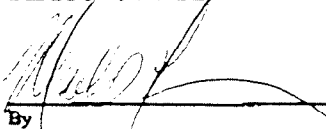


Shawn P. Eddy
Special Projects Manager
Property Disposition Division

SPEma

AGREED AS TO TERMS AND CONDITIONS:

PETITIONER:


By _____

Mark D Granados
Print Name

Managing Partner
Title

October 10, 2002
Date

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

None CP Dellview I, LP - HGKP Perfect Bird, LP
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

None

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

None Cardinal - Paragon Inc
Hill Groceries Retail Partners LP

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Kaufman & Associates, Inc.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

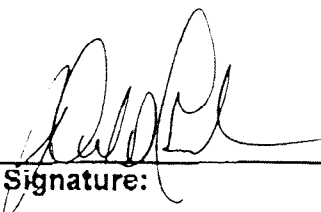
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
See Exhibit "A" for Kaufman & Associates, Inc. None: Cardinal Paragon/ CP Belluosi, LP see Attached for Hill-Granados Retail Center see exhibit "A" for Kaufman & Associates, Inc.		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

		
Signature:	Title: None Agent for CP Belluosi, LP Company: None Partner Hill Granados Retail Center	Date: 9/20/02

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Political Contributions

Date	Contribution From	Contribution To	Amount Contributed
1/11/01	HPRI-Autobahn Partners, LP	Ed Garza	\$2,500.00
1/11/01	HPRI-San Pedro Drive In, LP	Ed Garza	2,500.00
1/28/01	Mark D. Granados	Ed Garza	2,500.00
4/4/01	Mark D. Granados	Ed Garza	1,000.00
5/13/02	Mark D. Granados	Ed Garza	500.00
6/8/02	Mark D. Granados	David A. Garcia	500.00
2001	Mark D. Granados	M'Liss Christian	500.00
September 2002	Mark D. Granados	Raymond Angelini	500.00
11/15/01	Hill-Granados Retail Partners, LP	Ed Garza	500.00
4/4/02	Hill-Granados Retail Partners, LP	Ed Garza	1,000.00
9/9/02	Hill-Granados Retail Partners, LP	Julian Castro	250.00
9/9/02	Hill-Granados Retail Partners, LP	Carroll Schubert	1,000.00
9/26/02	Hill-Granados Retail Partners, LP	Toni Moorhouse	250.00

LAW OFFICES OF
KAUFMAN & ASSOCIATES, INC.

1250 Frost Bank Tower
100 West Houston Street
SAN ANTONIO, TEXAS 78205-1457
TELE: (210) 227-2000 FAX: (210) 227-2001
www.kaufmanassoc.com

September 25, 2002

Political contributions of more than \$100 made during the previous twenty-four months to Council members and political action committees.

William T. Kaufman

October 2000	Debra Guerrero	\$250
October 2001	Enrique Martin	\$1000
January 2002	John Sanders	\$1000
January 2002	David Carpenter	\$1000
February 2002	Raul Prado	\$250
February 2002	Bobby Perez	\$1000
March 2002	Antoinette Moorhouse	\$1000
April 2002	Kike Martin Campaign	\$1000
June 2002	Enrique Barrera	\$1000

Kaufman & Associates, Inc.

January 2001	Enrique Martin (in-kind)	\$205.31
January 2001	Enrique Martin	\$1000.00

(Exhibit "A")