

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

**PUBLIC HEARING
TIME CERTAIN
ITEM NO. 3
3:00PM**

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: May 6, 2004

SUBJECT: S.P. No. 2000-44 - Request to close, vacate and abandon an improved portion of Pilar Drive Public Right of Way located between Tomar and Tarasco Streets adjacent to NCBs 15415 and 15416

PETITIONER: Alamo Area Mutual Housing Association, Inc.
a Texas non-profit corporation
Attn: Ernest T. Maestas, P.E.
518 East Ramsey, Suite 204
San Antonio, Texas 78216

SUMMARY AND RECOMMENDATIONS

This ordinance will close, vacate and abandon an improved portion of Pilar Drive Public Right of Way located between Tomar and Tarasco Streets adjacent to NCBs 15415 and 15416 in Council District No. 4, as requested by the abutting property owner, Alamo Area Mutual Housing Association, Inc., a Texas non-profit corporation, which includes a 75% reduction of the street closure under the Incentive Scorecard System as a result of scoring 83 points on the Incentive Scorecard, for the total consideration of \$14,185.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Petitioner is requesting the closure, vacation and abandonment of an improved portion of Pilar Drive Public Right of Way located between Tomar and Tarasco Streets adjacent to NCBs 15415 and 15416, as shown on attached Exhibit "A". Petitioner owns all of the abutting property and is in the process of replatting this property (Plat I.D. No. 040202) to assemble with the abutting property and prevent the creation of landlocked lots. If approved, the petitioner plans to redevelop the existing 146-unit multi-family housing complex, construct a 5,000 square-foot leasing/learning center consisting of three (3) buildings and construct a fire lane to serve the residents within the Western Hills Complex.

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

This project qualifies for a 75% reduction of the street closure fee under the City's Development Incentive Toolkit as a result of scoring 83 points on the project scorecard. The City will collect \$14,185.00 as consideration for this closure, vacation and abandonment of Public Right of Way.

COORDINATION

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

SUPPLEMENTARY COMMENTS

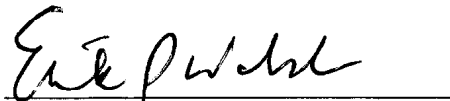
The City of San Antonio's Planning Commission will consider this request at its regular meeting of 4/28/2004 and its finding will be presented to City Council on 5/6/2004.

Executed Discretionary Contracts Disclosure Statements from petitioners are attached.

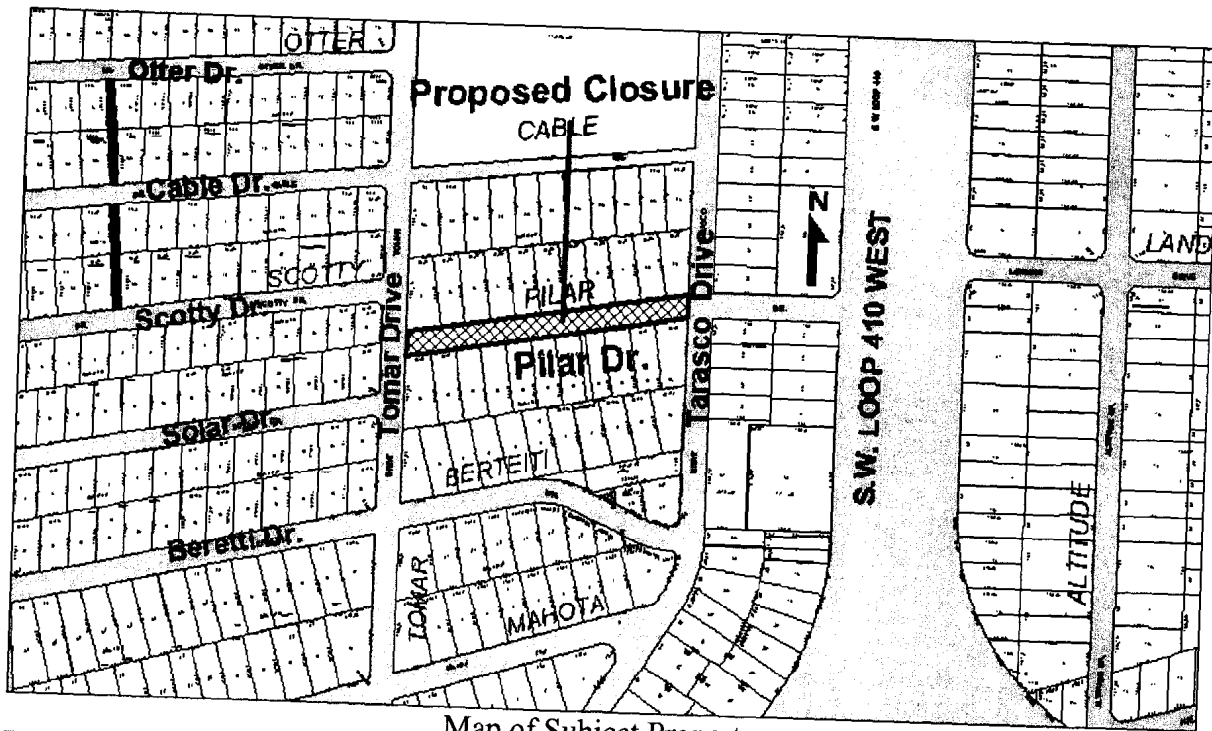


Rebecca Waldman, Director
Department of Asset Management

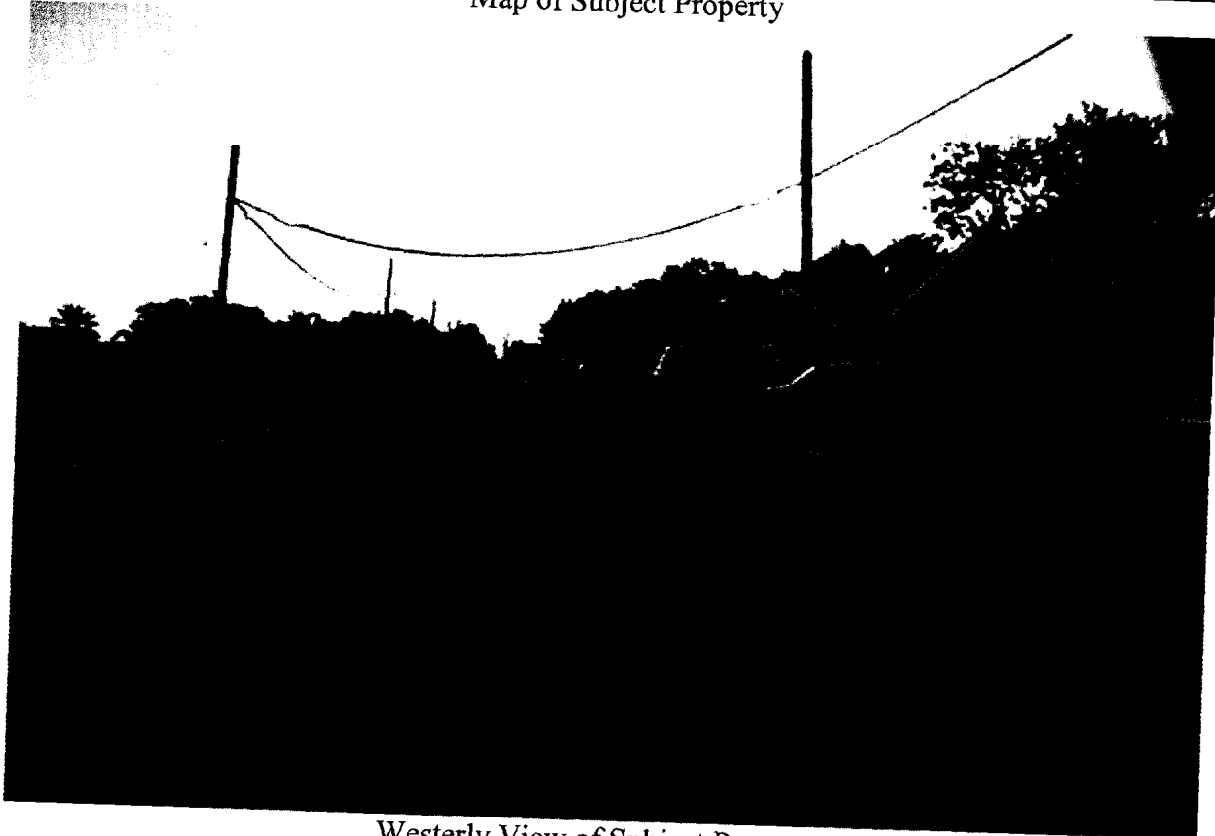
Approved:



Erik J. Walsh
Assistant to the City Manager



Map of Subject Property



Westerly View of Subject Property

Exhibit "A"

Page 1 of 2



Aerial View of Proposed Closure

Canvassing Checklist

SPNo 2000-44

Request: Petitioner is requesting the closure, vacation and abandonment of an improved portion of Pilar Drive Public Right of Way located between Tomar and Tarasco Streets adjacent to NCBs 15415 and 15416, as shown on attached Exhibit "A". Petitioner owns all of the abutting properties to this Public Right of Way and is in the process of replatting this property (Plat I.D. No. 01-0343) to prevent the land lock situation created by this proposed closure. If approved, the petitioner plans to redevelop the existing 146-unit multi-family housing complex, construct a 5,000 square-foot leasing/learning center consisting of three (3) buildings and place a fire lane on the proposed closure for a safer environment to the more than 150 children who live within the Western Hills Complex.

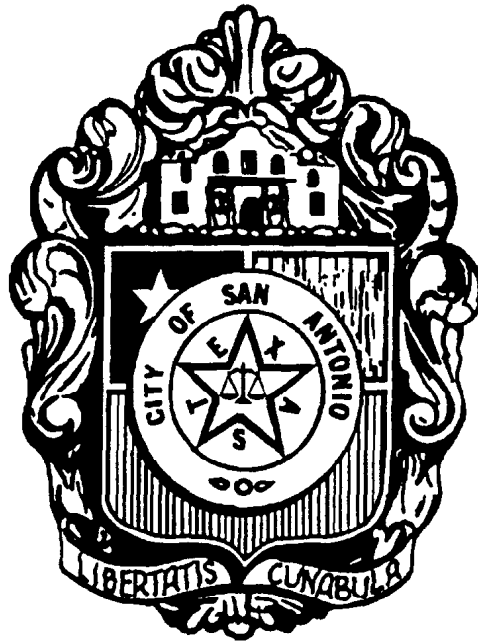
	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	7/1/2002	8/8/2002	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PublicWorks	<input checked="" type="checkbox"/>	7/1/2002	9/9/2002	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Development Services	<input checked="" type="checkbox"/>	7/1/2002	7/15/2002	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	7/20/2000	7/27/2000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	7/20/2000	8/1/2000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Action (NAD)	<input checked="" type="checkbox"/>	7/20/2000	8/3/2000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Service	<input checked="" type="checkbox"/>	7/20/2000	8/25/2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S.A. Water System (SAWS)	<input checked="" type="checkbox"/>	7/20/2000	7/31/2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TXDOT	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.A. River Authority (SARA)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VIA Metropolitan	<input checked="" type="checkbox"/>	7/20/2000	7/27/2000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Agency	<input checked="" type="checkbox"/>	7/20/2000	7/27/2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Neighborhood Association	<input checked="" type="checkbox"/>	3/15/2004	3/25/2004	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Canvassing Comments

SW Bell Telephone (conditions) approved on 8/3/2000, United States Post Office (no conditions) approved on 7/27/2000 and Time Warner Cable (conditions) approved on 7/28/2000 are the other agencies canvassed. Canvassed the Rainbow Hills NA on 3/15/04.

Incentive Agreement

Between
The City of San Antonio
And
Alamo Area Mutual Housing Assoc., Inc.



Western Hills Redevelopment

(Project #54 -- Incentive Scorecard System)

February 18, 2004

Prepared by City of San Antonio Economic Development Department

210.207.8088

Incentive Agreement Purpose

In May 2003, the City of San Antonio created the Incentive Scorecard System and Project Scorecard to determine a Total Project Score based on a development project's ability to meet the goals and priorities established by the San Antonio City Council and other desired development criteria that reflect best practices.

The Total Project Score may qualify a project to receive specific incentives based on the criteria established for each respective incentive. The level of incentive (e.g., fee reductions or waivers) would be "scalable" based on the Total Project Score (i.e., 25% fee reduction for score between X & Y). One purpose of this Incentive Agreement is to certify the Total Project Score for this specific project. Once the Total Project Score has been certified, the Developer may use this document to obtain specified fee waivers and/or reductions from the respective City department administering the incentive.

The other purpose of the Incentive Agreement is to document the Developer's agreement to reimburse the City for any awarded incentives if City determines that project has substantially deviated from the scope, outlined below, or if incentives are awarded based on any misrepresentation of information by Developer on the application or scorecard, which is restated below in this Agreement. The Developer also agrees herein to provide the City with any documentation of performance of obligations to support the information contained in this Agreement.

Project Information

Name of Project:	Western Hills Redevelopment
Project Address:	500 Tomar, San Antonio, TX 78227
Project Description:	Redevelopment of existing 146-unit multi-family housing complex to 2004 standards and conditions. New construction of 5,000 Sq. Ft. leasing/learning center consisting of 3 buildings. Closing Pilar Dr. and incorporating it into property for fire lane.
Estimated Start Date:	June 1, 2004
Estimated Completion Date:	December 31, 2005

Project Developer

Project Contact:	Ms. Sandra Williams, Executive Director
Organization Name:	Alamo Area Mutual Housing Assoc., Inc.
Organization Type:	Non-Profit Organization
Contact Address:	4502 Centerview, Suite 233, SA, TX 78228
Contact Phone:	210-731-8030
Contact Fax:	210-731-8025
Contact E-Mail:	swilliams@alamomha.com

Project Scorecard

(As verified by EDD Staff)

SCORECARD ELEMENT	POINTS
<u>Capital Investment</u>	
\$6 - \$10 Million (\$9.5 Million)	3
<u>Development Type</u>	
Low-Income Housing outside Loop 410 and north of Highway 90	40
<u>Public Enhancement</u>	
Infill Housing consistent with character of neighborhood design	20
New Development or Substantial Improvement in which the boundary of the development is within 1,000 feet of a transit station or VIA bus stop	5
<u>Quantity of Housing Units</u>	
Over 100 Housing Units (148 Apartments)	<u>15</u>
Total Project Score:	83

Incentive Agreement Certification

The undersigned Developer certifies that all information in this Agreement and all information furnished in support of this Agreement are true and complete to the best of the Developer's knowledge and belief. Further, the undersigned Developer agrees to furnish to the City of San Antonio additional information in support of this Agreement and may contact any and all sources named for the purposes of evaluation, clarification and verification of the information or performance by Developer of any obligations in relation to the this Agreement and Project Scorecard.

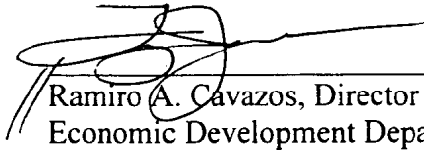
The undersigned Developer agrees to reimburse the City of San Antonio for any awarded incentives received as a result of this Agreement if the City of San Antonio determines that: 1) the project has substantially deviated from the provided scope; 2) the applicant has failed to furnish information related to the performance of any obligations; or 3) if awarded incentives were based on any misrepresentation. by the Developer, of information provided in this Agreement or furnished in support of the Project Scorecard.

The undersigned Developer understands that this Agreement may only be officially approved by the City of San Antonio in writing by a duly authorized representative of the City of San Antonio, Economic Development Department.

The undersigned Developer further certifies that it shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, creed, color, religion, national origin, sex, age, familial status or handicap.

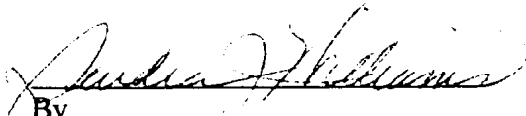
The undersigned Developer attests that he/she has the authority to legally bind the named Developer/Firm/Organization to the terms and conditions associated with this Agreement.

CITY OF SAN ANTONIO


 Ramiro A. Cavazos, Director
 Economic Development Department

3-10-04
 Date

DEVELOPER/FIRM/ORGANIZATION


 By
Sandra J. Williams
 Printed Name

Executive Director
 Title
02/19/04
 Date

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

This instrument was acknowledged before me on this 19th day of Feb, 2004 by Executive (title) of Alamo Area, a duly authorized representative, on behalf of said organization.
DIRECTOR mutual housing

(SEAL)



Amy Christine Soliz
 Notary Public, State of Texas

Printed Name: Amy Christine Soliz

My Commission Expires: 12-27-2006



CITY OF SAN ANTONIO

DEPARTMENT OF ASSET MANAGEMENT
P.O. BOX 839966 SAN ANTONIO, TEXAS 78283-3966
TEL. 210-207-4032 FAX 210-207-7888

March 18, 2004

Alamo Area Mutual Housing Association, Inc.,
a Texas non-profit corporation
Attn: Ernest T. Maestas, P.E.
518 East Ramsey, Suite 204
San Antonio, Texas 78216

S.P. No. 2000-44 - Request to close, vacate and abandon an improved portion of Pilar Drive Public Right of Way located between Tomar and Tarasco Streets adjacent to NCBs 15415 and 15416

Dear Mr. Maestas:

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 client's request subject to the following conditions:

PLANNING DEPARTMENT: The petitioner must file a formal subdivision plat vacating and replatting the area as per Article IV Procedures, Division 4 Subdivisions of the Unified Development Code (UDC) for the City of San Antonio. The proposed fourplex site 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 Traffic Impact Analysis Division. If phase development is anticipated, a Master Development Plan shall be provided to the Planning Department in conformance to the Unified Development Code (UDC) per the City of San Antonio, Article IV Procedures, Division 2, Section 35-412.

DEVELOPMENT SERVICES DEPARTMENT: The request to close, vacate and abandon an improved portion of Pilar Drive is recommended for approval provided that the site is assembled and platted with the petitioner's property. If needed, proper permits must be secured.

PUBLIC WORKS DEPARTMENT: Utility easement(s) must be retained as necessary to support operations and maintenance of existing utilities.

SAN ANTONIO WATER SYSTEM: Petitioner must agree to reserve a perpetual easement for all existing and required future water and/or water facilities and agrees to allow perpetual access to any such utilities for inspection, operational and maintenance purposes or may seek the relocation of the facilities with the express permission and coordination with the San Antonio Water System and at the sole expense of the petitioner.

SOUTHWESTERN BELL TELEPHONE: A Southwestern Bell Telephone easement must be retained for existing and future facilities.

TIME WARNER CABLE: Time Warner Cable must be able to maintain the existing fiber cable lines and facilities attached to the poles within the proposed closure.

CITY PUBLIC SERVICE: City Public Service must retain a 28-foot electric and gas easement along and parallel the North property line of Pilar Drive or relocate the existing 4-inch gas main if feasible at petitioner's expense.

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 proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct. 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 express permission and coordination of the respective owner of the utility at the sole expense of the petitioner.

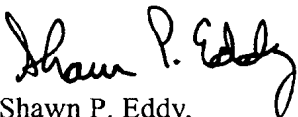
Petitioner agrees to pay a total closure fee of \$14,185.00 which includes the assessed value of the Public Right of Way and an additional fee of \$144.00 for the posting of two (2) signs notifying the public of the proposed street closure and \$70.00 for the recording fees. This closure fee will be 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 and recording fees will be refunded to the petitioner, less the additional fee for the posting of notification signs.

Further, a fully completed and signed Discretionary Contracts Disclosure Statement is required and enclosed for your convenience.

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

If you concur with the above-mentioned conditions please countersign this letter in the space provided below and return to the undersigned. Upon receipt of this executed Letter of Agreement and the completed Discretionary Contracts Disclosure Statements we will continue processing your request.

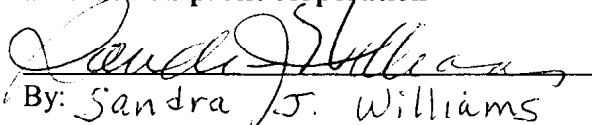
Sincerely,



Shawn P. Eddy,
Special Projects Manager

AGREED AS TO TERMS AND CONDITIONS:

**Alamo Area Mutual Housing Association, Inc.,
a Texas non-profit corporation**



By: Sandra J. Williams

Executive Director

Title

Date:

3-24-04

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:

Alamo Area Mutual Housing Association
none

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Alamo Area Mutual Housing Association

and the name of: N/A

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

none

and the name of: N/A

(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

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.

- (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.

<i>none</i>

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:
<i>none</i>		

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: <i>David J. Williams</i>	Title: <i>EXECUTIVE DIRECTOR</i> Company: <i>Alamo Area Mutual Housing</i>	Date: <i>3-23-04</i>

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.