

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

**PUBLIC HEARING  
TIME CERTAIN  
ITEM NO 5(c)**

**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, June 24, 2004

**SUBJECT:** S.P. No. 2001-23 - Request that the City of San Antonio close, vacate and abandon an improved portion of Old Lockhill-Selma Road (2.9946 acres) between De Zavala and New Lockhill-Selma Roads.

**PETITIONER:** LDR/Rogers Family Interests  
Attn: Dale Wilson  
750 E. Mulberry, Suite 510  
San Antonio, Texas 78212

**SUMMARY AND RECOMMENDATIONS**

This Ordinance will close, vacate and abandon an improved (2.9946 acre) portion of Old Lockhill-Selma Road between New Lockhill-Selma and De Zavala Roads, and adjacent to NCB 18598, to the Rogers Family Interests, for the consideration of \$40,545.00.

Staff recommends approval of this Ordinance.

**BACKGROUND INFORMATION**

Petitioner is requesting that the City of San Antonio close, vacate and abandon an improved portion of Old Lockhill-Selma Road (2.9946 acres) between De Zavala and New Lockhill-Selma Roads, as shown on attached Exhibit "A". Petitioner and City Public Service are the only abutting property owners and petitioner has agreed to convey 0.82 acres to CPS for expansion of the existing DeZavala Substation and provide a new access road to the substation from the New Lockhill-Selma Road. The new access road will merge with the north end of the remaining portion of Old Lockhill-Selma Road and create a cul-de-sac to avoid a dead-end situation.

**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 will collect \$40,545.00 as consideration for this closure, vacation and abandonment of this 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 and an executed Letter of Agreement, by which the petitioner agrees with all conditions imposed through this canvassing, are attached for review.

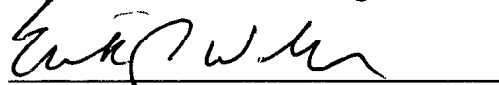
**SUPPLEMENTARY COMMENTS**

The City of San Antonio's Planning Commission will consider this request at its regular meeting of 6/9/2004 and its finding will be presented to City Council on 6/24/2004.

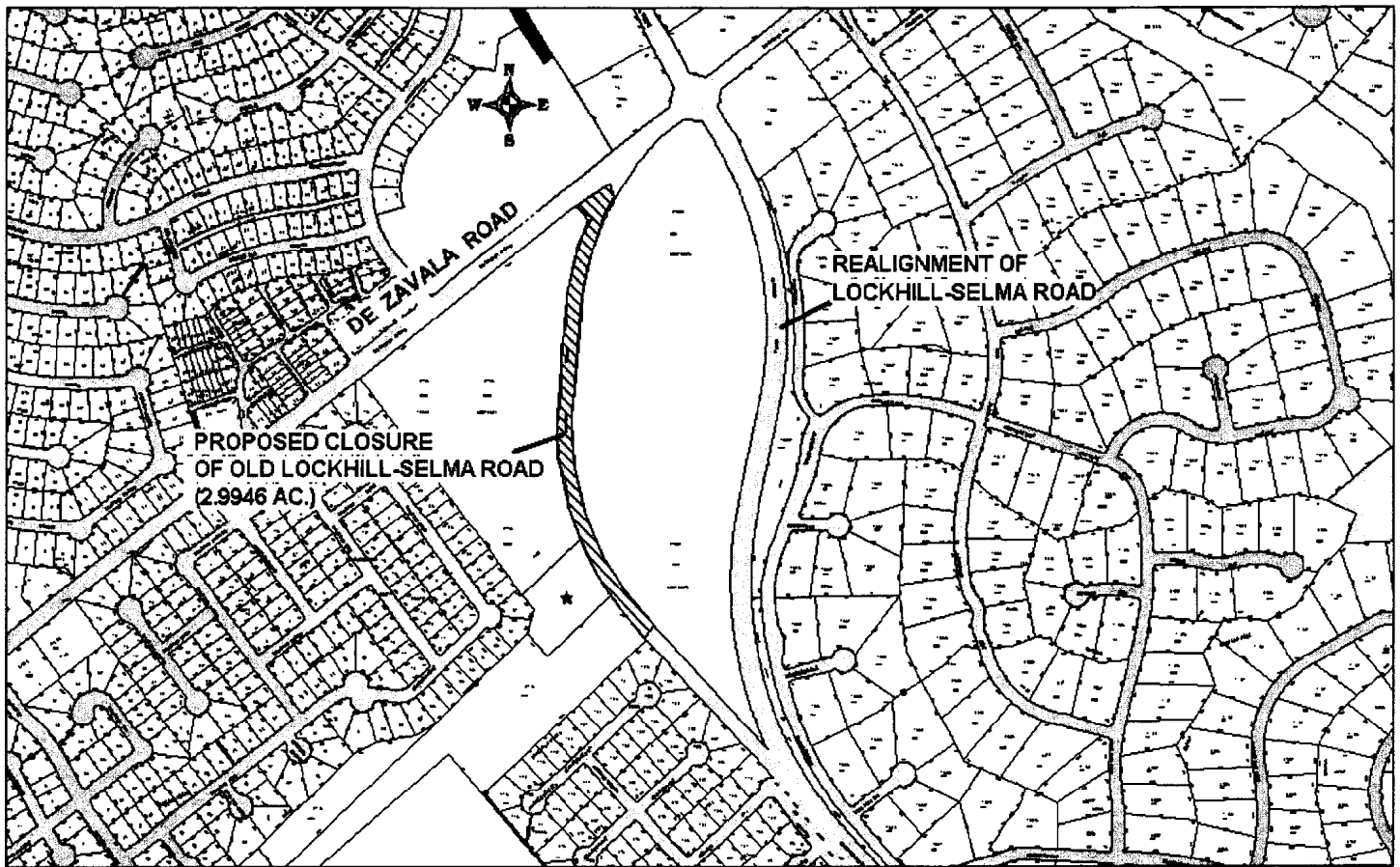
Executed Discretionary Contracts Disclosure Statement from petitioner(s) is attached.



Rebecca Waldman, Director  
Department of Asset Management



Erik J. Walsh  
Assistant to the City Manager

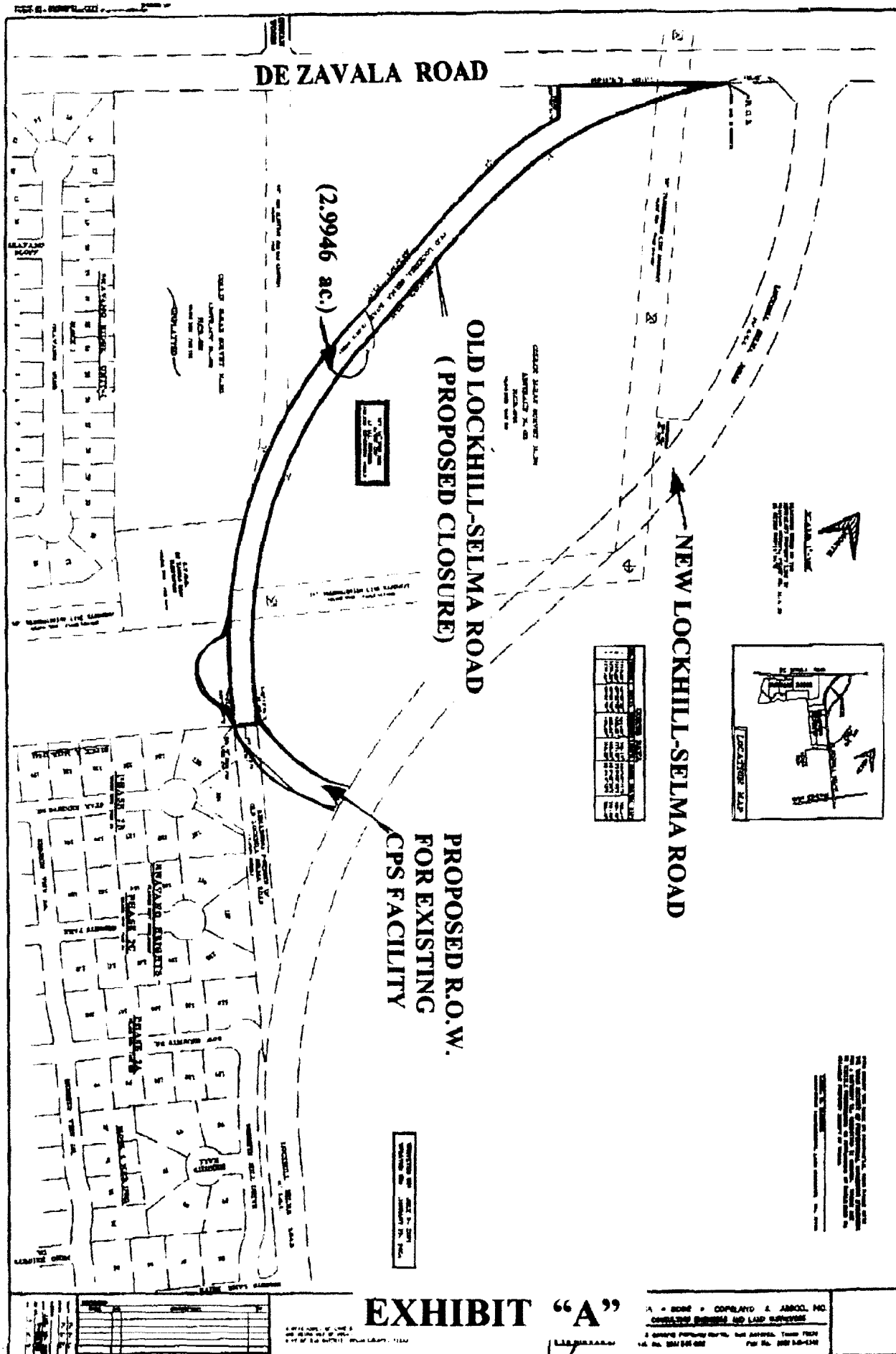


Northerly view of proposed closure



Southerly view of proposed closure off  
De Zavala Road

## EXHIBIT "A"



# Canvassing Checklist

SPNo 2001-23

**Request:** Petitioner is requesting that the City of San Antonio close, vacate and abandon an improved portion of Old Lockhill-Selma Road (2.9946 acres) between De Zavala and New Lockhill-Selma Roads, as shown on attached Exhibit "A". Petitioner and City Public Service are the only abutting property owners and petitioner has agreed to convey 0.82 acres to CPS for expansion of the existing DeZavala Substation and provide a new access road to the substation from the New Lockhill-Selma Road. The new access road will merge with the north end of the remaining portion of Old Lockhill-Selma Road and create a cul-de-sac to avoid a dead-end situation.

	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	2/5/2004	3/5/2004	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PublicWorks	<input checked="" type="checkbox"/>	2/5/2004	3/26/2004	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Services	<input checked="" type="checkbox"/>	2/5/2004	2/20/2004	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Department	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	<input type="checkbox"/>			<input 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 type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Service	<input checked="" type="checkbox"/>	2/12/2003	4/3/2003	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S.A. Water System (SAWS)	<input checked="" type="checkbox"/>	2/12/2003	2/20/2003	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>			<input 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 type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Association	<input type="checkbox"/>	2/12/2003		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Canvassing Comments

2/12/03--Project was reactivated and canvassed  
2/5/04--Project was canvassed thru Planning, DSD and PW's only for the last canvass...



# 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 31, 2004

LDR/Rogers Family Interests  
Attn: Dale Wilson  
750 E. Mulberry, Suite 510  
San Antonio, Texas 78212

Re: S. P. No. 2001-23-Request that the City of San Antonio close, vacate and abandon an improved portion of Old Lockhill-Selma Road (2.9946 acres) between De Zavala and New Lockhill-Selma Roads

Dear Mr. Wilson:

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 DEPARTMENT:**

"The Planning Department has no objections to the petitioners' request to close, vacate and abandon an improved portion of Old Lockhill-Selma Road, provided all improvements are done in accordance with Article IV Procedures, Division 4 Subdivisions of the Unified Development Code (UDC) for the City of San Antonio."

**DEVELOPMENT SERVICES DEPARTMENT:**

"The request to close, vacate and abandon an improved portion of Old Lockhill-Selma ROW is recommended for approval provided site is platted and assembled with the petitioners property. Furthermore closure must be coordinated with the Public Works Traffic Operations office."

**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 pay a total closure fee of \$40,545.00, which includes the assessed value of \$40,438.00 for the Public Right of Way, a fee of \$72.00 for the posting of a sign notifying the public of the proposed street closure and document recording fee of \$35.00. 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 fee will be refunded to the petitioner, less the fee for the posting of the notification sign.

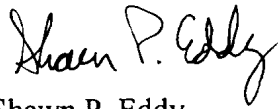
**CITY PUBLIC SERVICE:**

"Retain any easements for existing CPS facilities. A new entrance to the CPS substation must be finalized. Any communication cables and/or electric power lines that must be relocated shall be at owner's expense."

Further, a fully completed and signed Discretionary Contracts Disclosure Statement is required.

This Letter of Conditions 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 petitioner and granted by the City. If your client concurs with the above 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 Statement we will continue processing your request.

Sincerely,



Shawn P. Eddy  
Special Projects Manager

AGREED AS TO TERMS AND CONDITIONS:

**PETITIONER: LDR/Rogers Family Interests**

By: 

Print Name:

Lloyd A. Devlin Jr.

Title:

Date:

Manager

04-08-04

**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;

N/A

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

Shavano/LDR No. 3 Commercial Partnership, Ltd.

and the name of:

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

N/A

and the name of:

(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;

See Attached Schedule 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.

N/A

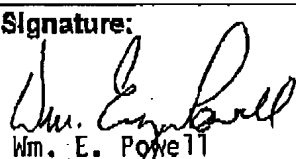
#### Political Contributions

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 Attached Schedule 2		

#### 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 question<sup>2</sup> 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.

N/A		
Signature:  Wm. E. Powell	Title: CEO; iBitterblue, Inc. General Partner of Company: Shavano/LDR No. 3 Commercial Partnership, Ltd.	Date: 4/12/04

<sup>2</sup> 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.

SCHEDULE 1

ATTACHMENT TO: CITY OF SAN ANTONIO  
DISCRETIONARY CONTRACTS DISCLOSURE  
SUBMITTED BY: SHAVANO/LDR NO. 3 COMMERCIAL PARTNERSHIP, LTD.

(2)(B)

General Partner: Bitterblue, Inc.

Limited Partners: The R.H. Rogers Fund for the Arts  
Trust "A" of the Wallace & Mary Rogers Revocable Trust  
Wallace Rogers III  
The Wallace Rogers III Children's Trust  
Mary Rogers Barrett  
The Mary Rogers Barrett Children's Trust  
The Napier Rogers Trust  
The Letitia Rogers Management Trust  
Jacquelyn Rogers Goldman  
Jean Rogers Winchell  
James E. McCutcheon III  
Bitterblue No. 2, Ltd.

**SCHEDULE 2**

**ATTACHMENT TO: CITY OF SAN ANTONIO**  
**DISCRETIONARY CONTRACTS DISCLOSURE**  
**SUBMITTED BY: SHAVANO/LDR NO. 3 COMMERCIAL PARTNERSHIP, LTD.**

(3) Political Contributions (24 Month Period from April 1, 2002 through March 31, 2004):

**General Partner:**

Bitterblue, Inc.	None
<b><u>Wm. E. Powell (CEO of Bitterblue, Inc.)</u></b>	
4/3/02 Beth Plummer Campaign	\$500.00
4/29/02 Ed Garza Campaign	1,000.00
5/22/02 Charlie Conner Campaign	250.00
6/13/02 Toni Moorhouse Campaign	1,000.00
7/17/02 Carroll Schubert Campaign	1,250.00
7/17/02 Enrique Barrera Campaign	1,000.00
9/9/02 Sevilla Garza Campaign	500.00
11/7/02 Josh Copeland Campaign	500.00
12/11/02 Josh Copeland Campaign	500.00
2/4/03 Carroll Schubert Campaign	1,000.00
2/6/03 John Copeland Campaign	1,500.00
2/10/03 Ed Garza Campaign	1,000.00
2/14/03 Philip Cortez Campaign	1,000.00
2/17/03 Thomas Aguillon Campaign	500.00
3/2/03 Barn Door (Philip Cortez Fundraiser)	330.42
4/14/03 John Clamp Campaign	500.00
5/2/03 Toni Moorhouse Campaign	300.00
7/18/03 Ron Segovia Campaign	500.00
Total - Wm. E. Powell	<u>\$13,130.42</u>

**Lloyd A. Denton, Jr. (President of Bitterblue, Inc.)**

4/19/02 Ed Garza Campaign	\$1,000.00
6/17/02 Toni Moorhouse Campaign	500.00
6/20/02 David Garcia Campaign	500.00
7/15/02 Enrique Barrera Campaign	500.00
7/16/02 Carroll Schubert Campaign	1,250.00
11/7/02 Josh Copeland Campaign	500.00
12/12/02 Josh Copeland Campaign	500.00
2/14/03 Philip Cortez Campaign	1,000.00
2/18/03 Thomas Aguillon Campaign	500.00
3/26/03 Thomas Aguillon Campaign	500.00
4/11/03 John Clamp Campaign	500.00
5/1/03 Toni Moorhouse Campaign	300.00
9/17/03 Chip Haass Campaign	500.00
Total - Lloyd A. Denton, Jr.	<u>\$8,050.00</u>

**Limited Partners:**

Bitterblue No. 2, Ltd.	None
Other Limited Partners -- Information Not Available to General Partner or to Officers or Agents of General Partner	