

CITY OF SAN ANTONIO

DEPARTMENT OF ASSET MANAGEMENT
INTERDEPARTMENTAL CORRESPONDENCE MEMORANDUM

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh; Tom Wendorf; Mark H. Webb; Oscar Serrano; File

SUBJECT: S.P. No.1056—Partial Release of Drainage Easement (aka Aviation Blvd.)

DATE: May 29, 2003

PETITIONERS: City of San Antonio and
SP San Antonio Partnership, L.P.
c/o William T. Kaufman
Kaufman & Associates

SUMMARY AND RECOMMENDATIONS:

This Ordinance will release a portion of an existing drainage easement located between IH35 South and Zarzamora Street to S.P. San Antonio Partnership, L.P.

Staff recommends approval of this Ordinance.

BACKGROUND:

As a part of a mutual collaboration between the City of San Antonio and other private business entities relative to the Six Mile Creek Drainage Project, the City of San Antonio and S.P. San Antonio Partnership, L.P. are requesting that a portion of an existing drainage easement located between IH 35 South and Zarzamora Street be released to S.P. San Antonio Partnership, L.P., the sole property owner adjacent to this right of way. The property in question is more particularly shown on attached Exhibit "A".

This agreement was negotiated by the Department of Public Works in 1999 and established that South Park Limited Partnership (South Park) would contribute \$555,255 toward necessary improvements to Six Mile Creek. In exchange, once the improvements were made, the City would grant South Park a partial release of easement which is now being requested through this proposed ordinance.

Although this right of way is known as Aviation Boulevard, it was originally platted as a drainage easement and has never been used for street purposes, but rather, as a drainage channel. This channel has recently been reconstructed and reduced from 100 feet in width to 20 feet in width. The City of San Antonio will retain the 20-foot wide drainage easement currently in use, and in accordance with the prior agreement with South Park Limited Partnership, (the legal predecessor to SP San Antonio Partnership, L.P.), proposes to release the remaining 80-foot width to SP San Antonio Partnership, L.P.. The portion shaded on attached Exhibit "A" is the 20-foot width which the City will retain. The remainder of the 100-foot wide easement is to be released.

POLICY ANALYSIS:

This action is consistent with the City's policy in the transfer of control of City-owned or City-controlled property no longer needed by the City.

FISCAL IMPACT:

The City of San Antonio has generated \$555,255 toward drainage improvements to this area. Additionally, the City of San Antonio will no longer incur maintenance costs for the portion of drainage easement to be released.


COORDINATION:

In compliance with City procedures, petitioner's request has been canvassed through all interested City departments, utilities and applicable agencies. A Letter of Agreement executed on October 18, 2002 by the proper officer of SP San Antonio Partnership, L.P. by which they agree to all conditions imposed by City Staff is attached for review.


SUPPLEMENTARY COMMENTS:

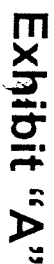
The City of San Antonio's Planning Commission considered this request at its regular meeting of February 12, 2003 and recommended approval.

Ethics Disclosure Statement from Applicant is attached.


Rebecca Waldman, Director
Department of Asset Management

Approved:


Erik J. Walsh
Assistant to the City Manager



mbe
ENGINEERS

1035 Central Parkway, Northridge
San Antonio, Texas 78232
(210) 545-1122



CITY OF SAN ANTONIO

October 8, 2002

DEPARTMENT OF ASSET MANAGEMENT

P.O. BOX 839966 SAN ANTONIO, TEXAS 78283-3966

TEL. 210-207-4032 FAX 210-207-7888

Mr. William T. Kaufman
Kaufman & Associates, Inc.
1250 Frost Bank Tower
100 West Houston Street
San Antonio, Texas 78205-1457

Re: S.P. No. 1056—Request to Release a portion of
Drainage Easement (aka Aviation Blvd.)

Dear Mr. Kaufman:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process through the various City Departments and Utility Agencies and will recommend approval of your client's request subject to the following conditions:

SAN ANTONIO WATER SYSTEM: "No objections under the condition that any water and/or sewer easements in place remain accessible for operational and maintenance purposes at all times."

DEVELOPMENT SERVICES DEPARTMENT: "The request to close a portion of Aviation Blvd. which functions as a drainage channel is recommended for approval provided it does not create a land-lock situation and the area is replatted with the petitioner's property."

PLANNING DEPARTMENT: "The petitioner must provide drainage plans to Storm Water Management Section of Public Works and receive their approval as per the Unified Development Code Article V, Section 35-504 Storm Water Management. In addition, 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 for the City of San Antonio."

CITY PUBLIC SERVICE: "Retain any existing easement(s) for any existing electric and gas facilities. If any supervisory or other communications lines exist, these will be removed or relocated at property owner's expense."

DEPARTMENT OF ASSET MANAGEMENT: "The proposed release of channel drainage easement is in accordance with Agreement between the City of San Antonio and four private property owners (H.B. Zachry Company, et al) who agreed on a public/private collaboration to construct the Six Mile Creek Drainage Project."

As you may recall, your original request of July 19, 2002 also provided for the abandonment of a sewer easement which ran horizontally across the mall property from I-35 to South Zarzamora Street. Mr. Shawn Eddy of our Department has informed me that this easement has now been formally vacated, therefore, no further action is required in this matter.

As a point of information, I am currently awaiting for the survey from Mr. David Allen of MBC Engineers reflecting the portion of the channel drainage easement to be released. The City of San Antonio has agreed to pay \$250 toward the preparation of the survey and it is our understanding that your client will pay the balance.

This Letter of Conditions 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 Applicant and granted by the City.

We will proceed to further process your request upon our receipt of your agreement and acceptance of the conditions listed above. If these conditions meet with your client's approval, please indicate proper acceptance in the spaces below and return to the undersigned.

Sincerely



Oscar Serrano
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:

SP SAN ANTONIO PARTNERSHIP, L.P.

By: SP Mall, LLC, its general partner

By: South Park Partners, L.P., its managing member

By: GG&A South Park, Inc., its general partner



By: _____

Gregory R. Greenfield
President

Title

Date

10.18.02

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:

None

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

SP San Antonio Partnership, L.P. 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:

SP Mall, LLC
GG&A South Park, Inc.
South Park Partners, L.P.

(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.

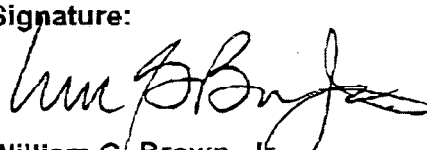
Political Contributions

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 Exh. "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:  William G. Brown, Jr.	Title: Vice President Company: GG&A South Park, Inc.	Date: 11/20/02

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.

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

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

William T. Kaufman

February 2001	John Sanders	\$1000
March 2001	Carroll Schubert	\$1000
March 2001	Antoinette Moorhouse	\$250
March 2001	David Carpenter	\$1500
March 2001	Kike Martin	\$150
March 2001	Enrique Barrera	\$1500
April 2001	Bobby Perez	\$1500
April 2001	David Garcia	\$1500
April 2001	Mario Salas	\$1000
October 2001	Kike Martin Campaign	\$1000
October 2001	Raul Prado	\$1000
December 2001	David Garcia	\$250
January 2002	John Sanders	\$1000
January 2002	David Carpenter	\$1000
January 2002	Toni Moorhouse	\$1000
February 2002	Raul Prado	\$250
February 2002	Bobby Perez	\$1000
March 2002	David Carpenter	\$1000
March 2002	Antoinette Moorhouse	\$1000
April 2002	Kike Martin Campaign	\$1000
April 2002	David Garcia	\$1000
June 2002	Enrique Barrera	\$1000
July 2002	Carroll Schubert	\$1000
July 2002	Josh Copeland	\$1000
September 2002	Thomas Aguilon	\$1000

Kaufman & Associates, Inc.

December 2000	Bobby Perez	\$1500
January 2001	Enrique Martin (in-kind)	\$205.31
January 2001	Enrique Martin	\$1000.00