

**CITY OF SAN ANTONIO**

**DEPARTMENT OF ASSET MANAGEMENT  
INTERDEPARTMENTAL CORRESPONDENCE MEMORANDUM**

PUBLIC WORKS  
12-11-03  
ITEM NO 4A

**TO:** Mayor and City Council

**FROM:** Rebecca Waldman, Director, Department of Asset Management

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** Christopher Brady, Assistant City Manager; Melissa Byrne Vossmer, Assistant City Manager; Erik J. Walsh, Assistant to the City Manager, Andrew Martin, City Attorney; Tom Wendorf, P.E., Director of Public Works, Oscar Serrano, Real Estate Manager; File

**SUBJECT:** S.P. No.2000-17—Request to close, vacate and abandon an improved portion of Cantrell Street

**DATE:** February 12, 2003

**PETITIONERS:** H.B. Zachry Company  
c/o Mr. Kenneth P. Wolf; and  
City of San Antonio  
c/o Department of Asset Management

**SUMMARY AND RECOMMENDATIONS:**

In accordance with prior agreement between the City of San Antonio and H.B. Zachry Company, this Ordinance will close, vacate and abandon an improved portion of Cantrell Street located between Aviation Blvd. (drainage channel) and I.H. 35 South. As consideration for this conveyance, H.B. Zachry Company has agreed to pay the City of San Antonio \$151,191 in cash plus approximately 2.35 acres of property worth approximately \$100,000 as its contribution toward drainage improvements to Six Mile Creek.

Staff recommends approval of this Ordinance.

**BACKGROUND:**

As a part of a mutual Agreement 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 H.B. Zachry Company (H.B. Zachry) are requesting the closure, vacation and abandonment of an improved portion of Cantrell Street (0.6274 acre, adjacent to New City Blocks 13981, 13982 and 9503) in the location as shown on attached Exhibits "A" and "B". This Agreement was negotiated in 1999 and established that H.B. Zachry would contribute \$151,191 in cash plus approximately 2.35 acres of property worth approximately \$100,000 to the City of San Antonio as its contribution toward drainage improvements to Six Mile Creek. In return, the City of San Antonio agreed to convey the portion of Cantrell Street requested for closure. This public/private collaborative agreement was approved by City Council on October 28, 1999 by Ordinance No. 90787. Improvements to the creek have now been made.

Please note that only a portion of the Cantrell Street right of way is scheduled for closure, and is located directly adjacent to properties owned by H.B. Zachry. H.B. Zachry Company proposes to incorporate this current right of way into its adjacent properties so as to create one contiguous tract of land, which may lend itself for possible future development. Access to all other private properties will continue to be available through the remaining portion of Cantrell Street, which will remain open. Traffic patterns to residential properties across the creek will be unaffected.

POLICY ANALYSIS:

This action is consistent with the City Ordinance 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 of San Antonio will generate \$151,191 in cash plus 2.35 acres of land worth approximately \$100,000 toward drainage improvements to this area. Additionally, the City of San Antonio will no longer incur maintenance costs for the portion of Cantrell Street proposed for closure.

COORDINATION:

In compliance with City procedures, petitioner's request has been canvassed through all interested City departments, utilities and applicable agencies. An executed Letter of Agreement, by which H.B. Zachry Company agrees with all 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 February 11, 204 and its findings will be presented to City Council on February 12, 2004.

Executed Discretionary Contracts Disclosure Statement from H.B. Zachry is attached.



Rebecca Waldman, Director  
Department of Asset Management

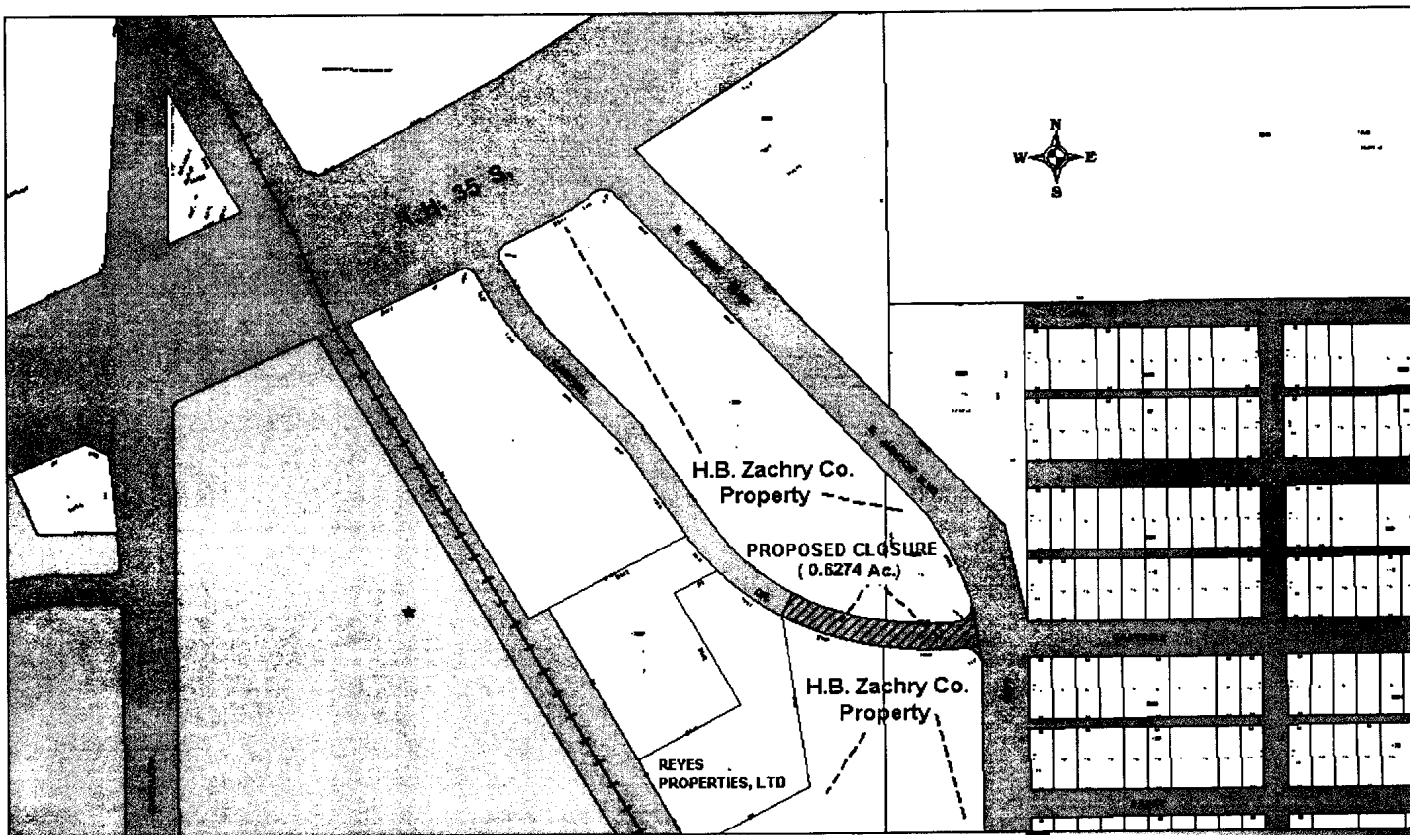


Erik J. Walsh  
Assistant to the City Manager

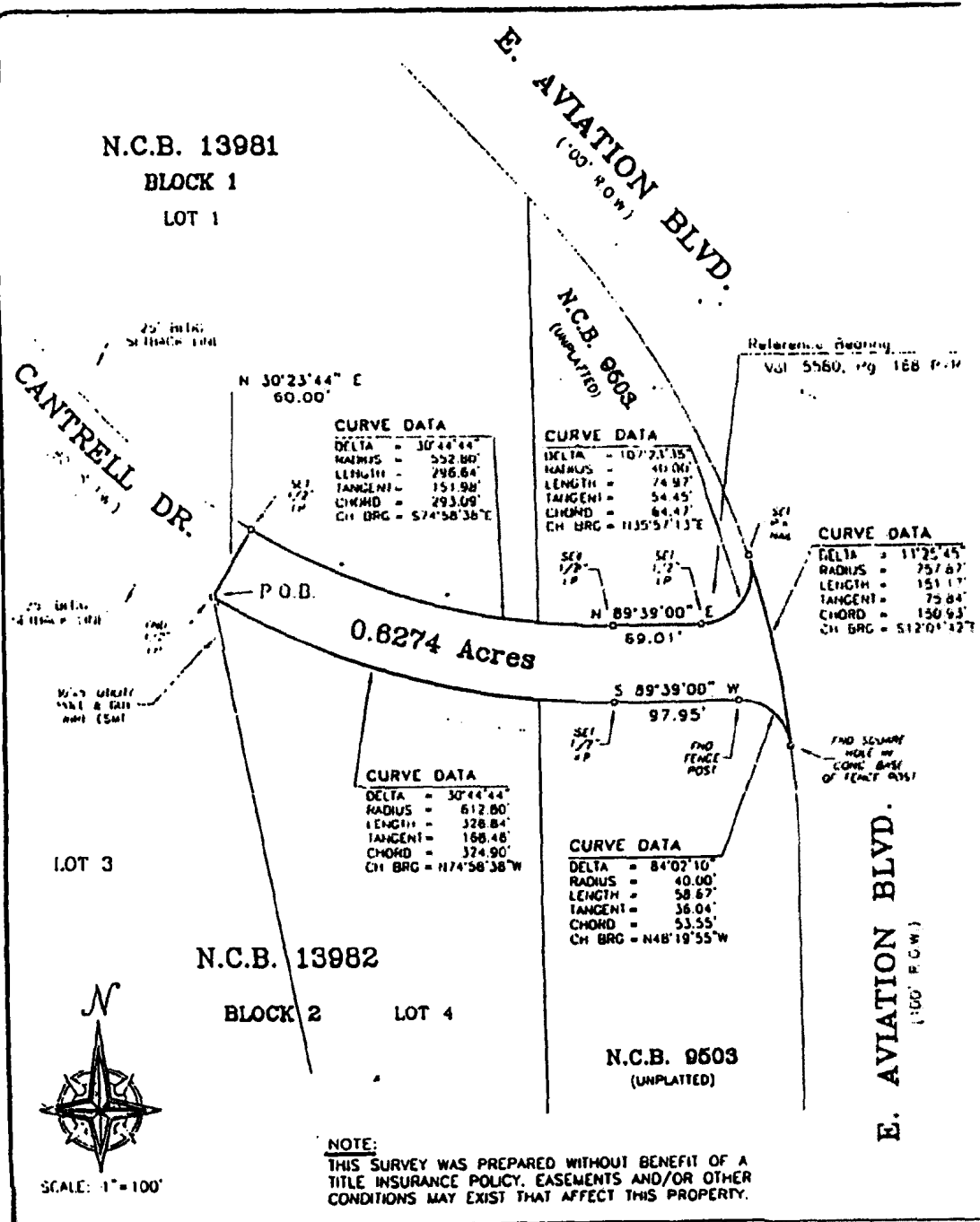
Approved:



Terry M. Brechtel  
City Manager



**EASTERLY VIEW ON CANTRELL STREET OF PROPOSED CLOSURE**  
**EXHIBIT "A"**



**LEGAL DESCRIPTION:** 0.6274 Acres (27.328± S.F.) of CANTRELL DRIVE, PAN-AM INDUSTRIAL PARK, UNIT 1, according to plat thereof recorded in Volume 5580, Page 168, Deed and Plat Records of Bexar County, Texas, and further described by attached metes and bounds.

**ADDRESS:** CANTRELL DRIVE

I hereby certify that the above plat has been prepared according to an actual survey made on the ground under my supervision.



DATE: 04/27/99  
BY: [Signature]

DATE: 04/27/99  
BY: M.F.K.

**SIA ENGINEERING, INC.**  
W. MAPLEWOOD  
Ft. Worth, TEXAS 76104  
(817) 341-5500

**EXHIBIT "B"**



# 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

RECEIVED

DEC 10 2003

December 10, 2003

H.B. Zachry Company  
c/o Mr. Kenneth P. Wolf  
310 S. St. Mary's Street  
San Antonio, Texas 78205

Re: Special Project: No: 2000-17—Request to close, vacate and abandon an improved portion of Cantrell Street

Dear Mr. Wolf:

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

**PUBLIC WORKS DEPARTMENT:** "Retain Cantrell Street right of way as an easement for drainage, water, sewer, electricity, telephone, and cable TV. The City of San Antonio will not remove existing Railroad Spur within pavement structure. Applicant may remove the spur at its sole expense. Retain existing concrete drainage spillway at 6-Mile Creek until replacement by the City of San Antonio."

**SAN ANTONIO WATER SYSTEM:** "Provided that existing water and/or sewer easements remain accessible for operational and maintenance purposes at all times."

**SOUTHWESTERN BELL TELEPHONE:** "Provide a public utility easement to maintain existing cable."

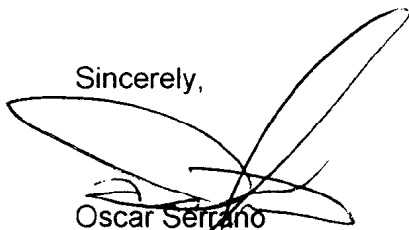
**BUILDING INSPECTIONS:** "Provided proper permits are secured if required."

**CITY PUBLIC SERVICE:** "City Public Service must retain electric and gas easements or relocate existing electric and gas facilities if feasible at applicant's expense."

c/o Mr. Kenneth P. Wolf  
Page 2/SP 2000-17  
December 10, 2003

If you concur with the above listed conditions, please countersign this letter in the space provided below and return to the undersigned. We will continue processing your request upon receipt of this signed Letter of Agreement and the attached Discretionary Contracts Disclosure Statement.

Sincerely,



Oscar Serrano  
Real Estate Manager  
Department of Asset Management

AGREED AS TO TERMS AND CONDITIONS:

H.B. Zachry Company

By: Kenneth P. Wolf

AUTHORIZED REPRESENTATIVE

Title

12/12/03

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:

None

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

H.B. Zachry Company, a Delaware corporation

**and** the name of:

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

None

**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;

Zachry Construction Corporation, a Delaware corporation

<sup>1</sup> 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.

None

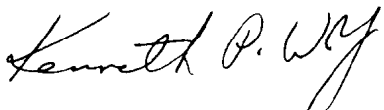
### Political Contributions

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 Exhibit "A"		

### 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.

<b>Signature:</b> 	<b>Title:</b> Authorized Representative <b>Company:</b> H.B. Zachry Company	<b>Date:</b> 12/15/03

<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.



H.B. Zachry Company  
December 15, 2001 through December 15, 2003

**Exhibit A**

	A	B	C	D
1	To Whom Made		Amount	Date of Contribution
2	Flores	Roger	\$500	11/26/03
3	Flores	Roger	\$1,500	11/19/03
4	Perez	Richard	\$100	6/18/03
5	Perez	Richard	\$200	6/18/03
6	Perez	Richard	\$200	6/18/03
7	Perez	Richard	\$100	6/10/03
8	Perez	Richard	\$500	6/10/03
9	Flores	Roger	\$250	5/14/03
10	Haass	Chip	\$150	5/14/03
11	Hall	Art	\$150	5/14/03
12	Williams	Joel	\$150	5/14/03
13	Williams	Joel	\$250	5/14/03
14	Flores	Roger	\$500	5/9/03
15	Hall	Art	\$100	5/9/03
16	Williams	Joel	\$100	5/9/03
17	Flores	Roger	\$500	5/6/03
18	Haass	Chip	\$200	5/6/03
19	Hall	Art	\$100	5/6/03
20	Radle	Patti	\$150	5/6/03
21	Williams	Joel	\$100	5/6/03
22	Barrera	Enrique	\$150	4/28/03
23	Castro	Julian	\$150	4/28/03
24	Schubert	Carroll	\$150	4/28/03
25	Barrera	Enrique	\$200	4/15/03
26	Castro	Julian	\$200	4/15/03
27	Clamp	John	\$200	4/15/03
28	Schubert	Carroll	\$150	4/15/03
29	Barrera	Enrique	\$250	3/31/03
30	Barrera	Enrique	\$500	3/31/03
31	Castro	Julian	\$500	3/31/03
32	Schubert	Carroll	\$250	3/31/03
33	Schubert	Carroll	\$500	3/31/03
34	Schubert	Carroll	\$250	3/28/03
35	Barrera	Enrique	\$200	3/25/03
36	Castro	Julian	\$100	3/25/03
37	Castro	Julian	\$200	3/25/03
38	Clamp	John	\$200	3/25/03
39	Flores	Roger	\$500	3/20/03
40	Garza	Ed	\$500	2/24/03
41	Garza	Ed	\$250	2/17/03
42	Garza	Ed	\$1,000	2/17/03
43	Garza	Ed	\$500	2/14/03

H.B. Zachry Company  
December 15, 2001 through December 15, 2003  
**Exhibit A**

	A	B	C	D
1	To Whom Made		Amount	Date of Contribution
44	Garza	Ed	\$500	2/13/03
45	Garza	Ed	\$250	2/12/03
46	Barrera	Enrique	\$100	10/25/02
47	Schubert	Carroll	\$100	10/25/02
48	Barrera	Enrique	\$250	9/23/02
49	Schubert	Carroll	\$250	9/23/02
50	Barrera	Enrique	\$100	9/18/02
51	Schubert	Carroll	\$250	9/18/02
52	Schubert	Carroll	\$100	9/18/02
53	Barrera	Enrique	\$250	9/17/02
54	Schubert	Carroll	\$250	9/17/02
55	Garza	Ed	\$1,500	5/4/02
56	Garza	Ed	\$250	5/1/02
57	Garza	Ed	\$500	5/1/02
58	Garza	Ed	\$500	4/30/02
59	Garza	Ed	\$2,500	4/22/02
60	Garza	Ed	\$2,500	4/22/02
61	Garza	Ed	\$500	2/18/02