

CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
CITY COUNCIL AGENDA MEMORANDUM

PUBLIC HEARING
TIME CERTAIN
ITEM NO 6A

3:00 P.M.

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

DATE: Thursday, May 5, 2005

SUBJECT: S.P. No. 1156 - Request to close, vacate and abandon unimproved portions of Tradesman Drive Public Right of Way adjacent to NCBs 14847 and 148448

PETITIONERS: Gratr Interests, Ltd. and Fencrete America Inc.
Attn: Ken Brown
P.O. BOX 782247
San Antonio, Texas 78278

SUMMARY AND RECOMMENDATIONS

This Ordinance will close, vacate and abandon unimproved portions of Tradesman Drive Public Right of Way adjacent to NCBs 14847 and 14848, located in Council District 8, as requested by Gratr Interests, Ltd. and Fencrete America Inc., for the total consideration of \$26,182.00.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

Petitioners are requesting to close, vacate and abandon unimproved portions of Tradesman Drive Public Right of Way adjacent to NCBs 14847 and 14848, as shown on attached Exhibit "A". This request is being made to further develop the petitioners' abutting properties. Gratr Interests, Ltd., which owns the properties to the west of the proposed closures, plans to construct the Tradesman Office Warehouse. Gratr Interests, Ltd. will provide fire lanes for emergency vehicles to utilize, in lieu of the cul-de-sac, in order to make turnarounds within Tradesman Drive. All abutting property owners have agreed to the proposed closures.

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 \$26,182.00 as consideration for this closure, vacation and abandonment of Public Right of Way.

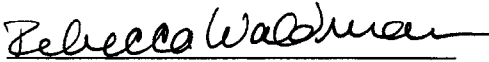
COORDINATION

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

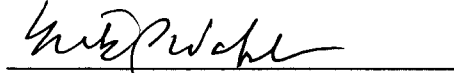
SUPPLEMENTARY COMMENTS

The City of San Antonio's Planning Commission will consider this request at its regular meeting of 4/27/2005 and its finding will be presented to City Council on 5/5/2005.

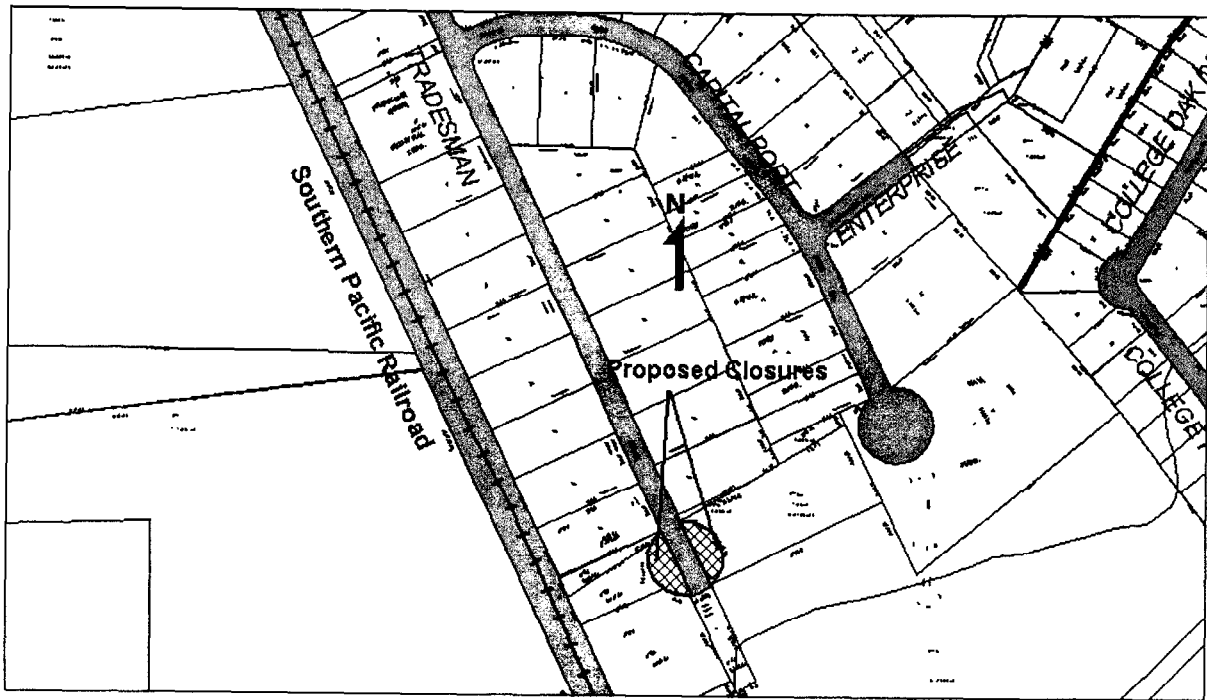
Executed Discretionary Contracts Disclosure Statements from petitioners are attached.



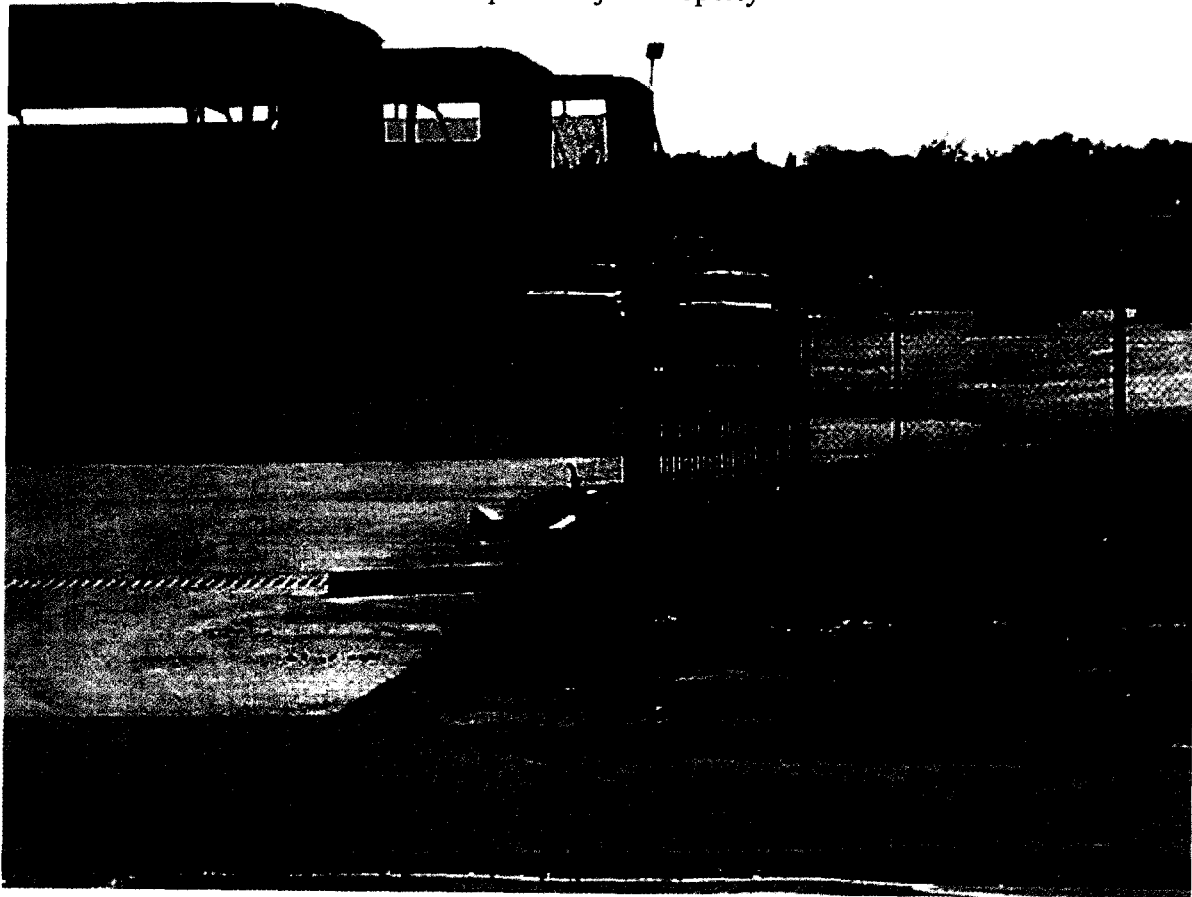
Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager



Map of Subject Property



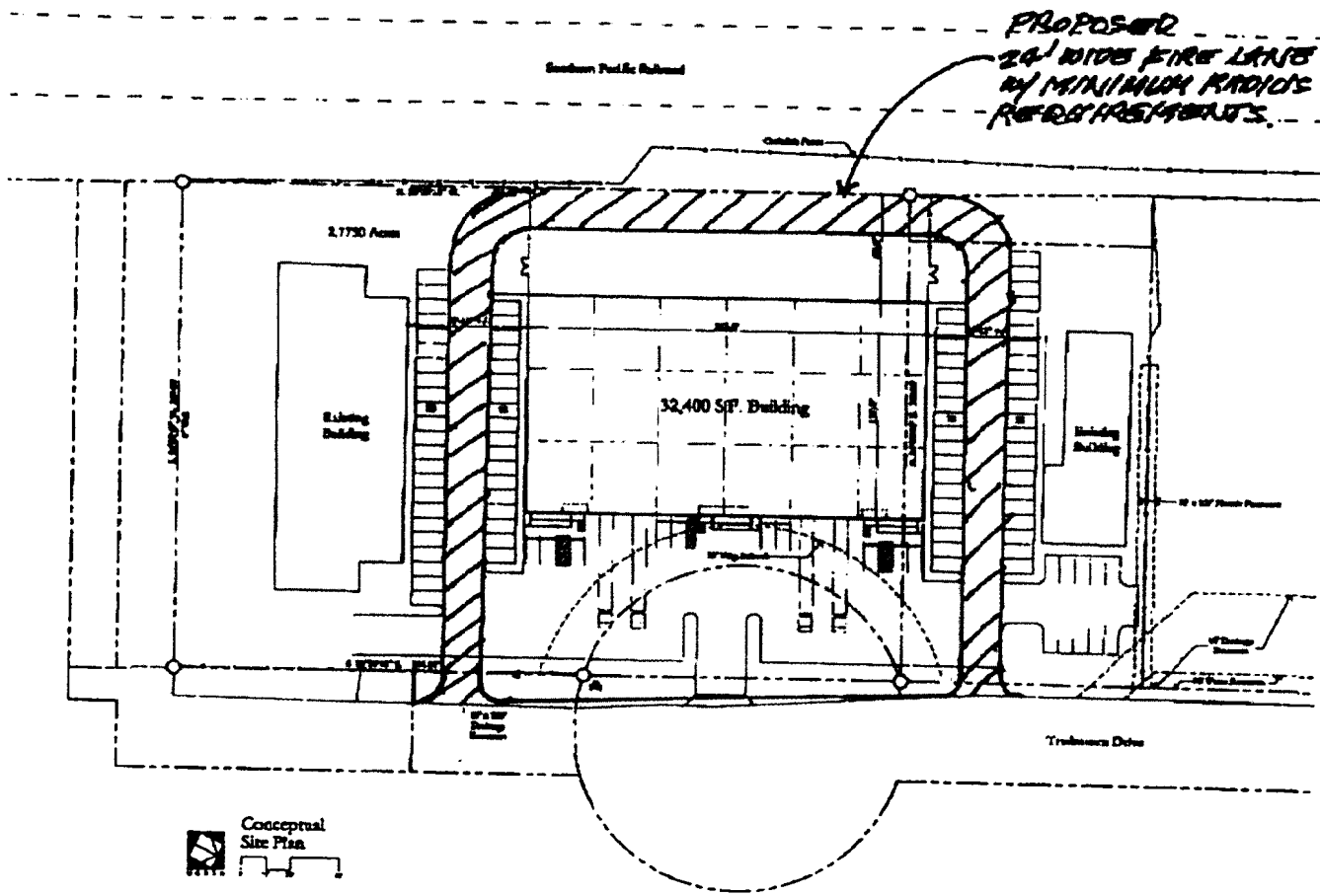
Westerly View of Subject Property



Southeasterly View of Subject Property



Aerial Photograph of Subject Property



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PAGE 02

Tradesmen
 Office
 Warehouse

San Antonio,
 Texas

Trammell Crow
 Company

8/22/04

Exhibit "A"

Page 3 of 3

Canvassing Checklist

SPNo 1156

Request: Petitioners are requesting to close, vacate and abandon unimproved portions of Tradesman Drive Public Right of Way adjacent to NCBs 14847 and 14848, as shown on attached Exhibit "A". This request is being made to further develop the petitioners' abutting properties. Gratr Interests, Ltd., which owns the properties to the west of the proposed closures, plans to construct the Tradesman Office Warehouse. Gratr Interests, Ltd. will provide fire lanes for emergency vehicles to utilize, in lieu of the cul-de-sac, in order to make turnarounds within Tradesman Drive. All abutting property owners have signed the petition.

	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	3/31/2004	5/21/2004	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PublicWorks	<input checked="" type="checkbox"/>	3/31/2004	7/1/2004	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Development Services	<input checked="" type="checkbox"/>	3/31/2004	5/20/2004	<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 checked="" type="checkbox"/>	3/31/2004	4/20/2004	<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 type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Service	<input checked="" type="checkbox"/>	3/31/2004	4/29/2004	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S.A. Water System (SAWS)	<input checked="" type="checkbox"/>	3/31/2004	4/15/2004	<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 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 checked="" type="checkbox"/>	3/31/2004		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Canvassing Comments

Canvassed the Woods of Shavano Community Association: Cathy Williams, 300 E. Sontera Blvd., Suite 350, San Antonio, Texas 78258. No Response.



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 2, 2005

Gratr Interests, Ltd., et al
Attn: BROWN, P.C., Attorneys at Law
C/o Kenneth W. Brown
112 E. Pecan Street, Suite 1490
San Antonio, Texas 78205

Re: S. P. No. 1156 — Request to close, vacate and abandon unimproved portions of Tradesman Drive Public Right of Way adjacent to NCBs 14847 and 14848

Dear Mr. Brown:

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:

DEVELOPMENT SERVICES DEPARTMENT: The request to close, vacate and abandon improved and unimproved portions of Tradesman Drive adjacent to NCBs 14847 and 14848 is recommended for approval with the following conditions: The petitioners must acquire a public ingress/egress access agreement over the area designated as a 60' x 100' drainage easement from the fire lane exit to the City of San Antonio's Public Right of Way on the remaining unclosed portion of the cul-de-sac. The fire lane must be accessible at all times and cannot be fenced. Gratr Interests, Ltd. must replat lots 15 and 18 to reflect the fire lane, ingress/egress access agreement and any drainage easement adjustments. Fencecrete America Inc. must replat to reflect acquisition of their portion of the closed cul-de-sac area upon any application for a building permit.

PUBLIC WORKS DEPARTMENT: The drainage easements within the unimproved portions of Tradesman Drive Public Right of Way must be retained. The petitioners must allow access to any storm drainage system at all times. The petitioners must submit plans for engineering approval prior to construction.

CITY PUBLIC SERVICE: City Public Service must retain access to the existing overhead and electric facilities. All existing easements must be retained or the petitioners must grant new easements to maintain the 3-phase line.

SAN ANTONIO WATER SYSTEM: Petitioners must agree to reserve a perpetual easement for all existing water and/or sewer facilities and agree 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 petitioners.

DEPARTMENT OF ASSET MANAGEMENT:

The closure, vacation and abandonment of these Public Rights of Way will be authorized by a City Ordinance. Petitioners assert that all evidence of ownership of all proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct. Petitioners acknowledge that this property will be accepted in its "as is" condition. Petitioners agree to reserve a perpetual easement for all existing overhead, surface or subsurface utilities within the Public Rights of Way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioners agree 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 petitioners.

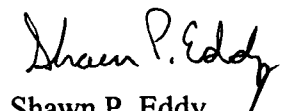
Petitioners agree to pay a total closure fee of \$26,182.00 which includes the assessed value of the Public Right of Way and additional fees of \$144.00 for the posting of two (2) signs notifying the public of the proposed street closure and \$70.00 for the recording fees. The following is a breakdown which would be due for each petitioner: Gratr Interests, Ltd. \$13,091.00 and Fencrete America Inc. \$13,091.00. 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 and recording fees will be refunded to the petitioners, less the fee for the posting of notification signs.

Further, fully completed and signed Discretionary Contracts Disclosure Statements are required and enclosed for your convenience.

This Letter of Agreement is being offered by City of San Antonio only to the petitioners 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:

Gratr Interests, Ltd.

By: 

Title: Pres.

Date: 3.15.05

Fencrete America Inc.

By: 

Title: Pres.

Date: 3-14-05

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:

Larry Smith

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

Gratr Interests, Ltd.

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;

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.

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:
None		

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: P. R. S. J.	Title: President Company: Gratr' interests, Ltd	Date: 3.15.05

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.

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.*

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

Yuda Doliner

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

Fenote America, Inc.

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;

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.

None

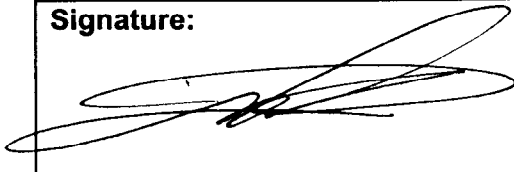
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To Whom Made:	Amount:	Date of Contribution:
None		

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.

None		
Signature: 	Title: <u>PRES.</u> Company: <u>FENCECRETE AMERICA INC.</u>	Date: <u>3-15-05</u>

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.