

KARL P. BAKER  
210.745.3712 / fax: 210.745.3737  
kbaker@goldensteves.com

January 24, 2018

**VIA HAND-DELIVERY**

Audrey Zamora  
Assistant City Attorney  
City of San Antonio  
100 Military Plaza, 3<sup>rd</sup> Floor  
San Antonio, Texas 78205

**RECEIVED**

**JAN 25 2018**

CITY ATTORNEY'S OFFICE  
SAN ANTONIO, TEXAS

Re: HEB Cesar Chavez Public Street or Alley Encroachment Permit (the "**Permit**")

Dear Audrey:

Enclosed please find the following documents in connection with the above-referenced matter:

1. The Permit (executed and acknowledged by HEB);
2. City of San Antonio Contracts Disclosure Form; and
3. Certificate of Interested Parties.

Please hold these documents in escrow pending City Council approval of the Permit. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Karl P. Baker

KPB/jjr  
Enclosures

**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's Permit Number.**

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**State of Texas**            §

**County of Bexar**        §

**Public Street or Alley Encroachment Permit**

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This Permit is issued under Sec. 37-3 of the City Code of San Antonio, Texas. Permittee may construct, maintain, repair, replace, and reconstruct the Permitted Encroachment on the Affected Right of Way subject to this permit and Sec. 37-23 of the City Code of San Antonio, Texas.

This permit does not relieve Permittee of any building code requirements, zoning restrictions, other city-imposed requirements, or other applicable land use restrictions. If the Permitted Encroachment entails excavation or entails intrusion into space near overhead or underground utilities, Permittee must follow all rules imposed by public utilities whose facilities may potentially be affected. If excavation is involved, Permittee must obtain a permit from the City's Right-of-Way Division.

**Delegated Authority:** City Code of San Antonio, Texas § 37-3

**Name of Permittee:** HEB Grocery Company, LP

**Address of Permittee:** 646 South Flores Street, San Antonio, Texas  
78204

**Permitted Encroachment Description ("Permitted Encroachment"):** An elevated pedestrian bridge over East Cesar E. Chavez Boulevard Public Right of Way between Dwyer Avenue and South Main Avenue, adjacent to New City Blocks 927 & 929, more fully described and as depicted in **Exhibit B**, which is incorporated by reference for all purposes as if fully set forth.

**Description of Affected Public Right of Way:** A 0.04 acre portion of the East Cesar E. Chavez Boulevard Public Right of Way located between Dwyer Avenue and South Main Avenue, adjacent to New City Blocks 927 & 929 as shown in **Exhibit A**.

**Fee:** \$5,000.00

**Term:** 50 years subject to renewal under Section 1.7

**Start Date:** February 1, 2018

**Right of Way Purposes:** For purposes of this agreement, “Right of Way Purposes” shall mean all purposes as allowed or provided for under local, state or federal rules and regulations related to municipal control of streets, alleys or highways.

1.1 The City agrees to permit the Permitted Encroachment within the Affected Right Of Way in the location documented as Description of Affected Right of Way.

1.2 The City and the Permittee agree that the above-described Permit is granted subject to the following conditions, terms and reservations:

- a) The Permittee is responsible for paying for the Permitted Encroachment stated herein;
- b) The Permittee is responsible for the maintenance and replacement of the Permitted Encroachment;
- c) In the event the City disturbs the Permitted Encroachment while maintaining, improving or adjusting the City’s right of way, the City shall not be responsible for repair or replacing the Permitted Encroachment installed by the Permittee;
- d) Unless approved in writing by the City acting through the Director of the Transportation and Capital Improvements Department, the Permitted Encroachment within the Affected Right of Way may not be altered from what is approved. The Permitted Encroachment must also be maintained in good condition;
- e) Permittee is responsible for acquiring any additional permission necessary from parties who hold an interest in or own property within the Affected Right of Way;
- f) All Chapter 35 of the City Code of San Antonio (Unified Development Code) requirements and approvals (including Office of Historic Preservation and/or Historic and Design Review Commission) must be met or obtained related to clearance, design, permits and installation;
- g) The Permitted Encroachment shall have a minimum clearance of 17.5 feet above the travel lanes on Cesar Chavez;
- h) The Permitted Encroachment shall not block a driver’s view of any traffic signals or signs (including a perspective from a semi-truck height);
- i) Permittee understands and agrees that the City does not warrant that environmental impacts will not be encountered when disturbing the land. The City shall not bear any financial burden related to environmental impacts (if any) encountered during the disturbance of the land. If environmental impacts are

encountered, it is the Permittee's responsibility to notify the City and the appropriate regulatory agencies of the issue;

- j) San Antonio Water System (SAWS) has a water main located along the southerly right of way of East Cesar Chavez Boulevard at the proposed bridge location. Permittee should provide SAWS developer engineering group with plans and specification so SAWS staff can determine if the Permitted Encroachment will not interfere with SAWS ability to operate and maintain the water line.
- k) Permittee shall notify City of any change of address within 5 business days of such change.

1.3 This Permit is made subordinate to the right of the City to use the Affected Right of Way for Right of Way Purposes. It is understood and agreed that should the City deem that the use of the Affected Right of Way by Permittee either (a) interferes with the ability of the City or public to use the Affected Right of Way for Right of Way Purposes, or (b) creates a public safety risk, then the City acting through the Director of the Transportation and Capital Improvements Department may revoke or suspend this permit and Permittee shall remove any or all Permitted Encroachments from the Affected Right of Way at the Permittee's expense; provided, however, that should the risk or interference not require immediate removal to ensure the public's safety the City shall consider proposals from Permittee regarding ways to mitigate or eliminate any such interference or risk before causing the removal of the Permitted Encroachment if such proposals are submitted in writing within fifteen (15) business days following notice of the City's intent to revoke or suspend. The Permittee shall have a right of cancellation upon giving the City 30 days' written notice of the Permittee's intention to cancel this permit. Upon cancellation, this permit shall become null and void, and the Permittee, or anyone claiming any rights under this instrument, shall remove any Permitted Encroachment from the Affected Right of Way at the Permittee's expense. All work shall be done at the Permittee's sole cost and to the satisfaction of the City. The determination by the Director of Transportation and Capital Improvements or his designee as to what constitutes a conflict with the Permitted Encroachment, a public safety risk, or interference with the City's ability to use the Affected Right of Way, shall be final and binding upon the parties.

1.4 This Permit is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to permits issued under section 37-3 (Permits for Encroachment onto public streets, alleys, or drainage easements).

1.5 This Permit is subject to all state and federal laws, the provisions of the Charter of the City, as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City now in effect or which may hereafter be passed, adopted, or amended.

1.6 The Permittee must apply for and receive any necessary permits or permission from pertinent City boards or departments.

1.7 This Permit shall be for an initial term of 50 years. The Permit shall automatically renew for two (2) additional twenty-five (25) year renewal terms so long at the time of the renewal Permittees is conducting meaningful business activities and has at least 2,000 employee positions with primary office locations within 2,000 linear feet of the Permitted Encroachment. Thus, the timeline of the Permit shall be as follows:

Initial Term: February 1, 2018 – January 31, 2068  
Eligible for Renewal (1<sup>st</sup>): February 1, 2068 – January 31, 2093  
Eligible for Renewal (2<sup>nd</sup>): February 1, 2093 – January 31, 2118

Miscellaneous Provisions

2.1 The phrases, clauses, sentences, paragraphs or sections of this Permit to use agreement are severable and, if any phrase, clause, sentence paragraph, or section hereof should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Permit.

2.2 The rights under this permit may be transferred or assigned to a new owner of property that is adjoining the permitted encroachment area, or to an eligible property owners association, provided such transferee would qualify under the city code as if applying for the original permit. Permittee must provide City of San Antonio written notice prior to any transfer.

2.3 Any notice required to be given pursuant to the terms and provisions of this Permit shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice.

If to: **CITY OF SAN ANTONIO:**  
City Hall, P.O. Box 839966  
(Attention: Director, Transportation and  
Capital Improvements Department)  
San Antonio, Texas 78283

If to: **PERMITTEE:**  
  
HEB Grocery Company, L.P.  
646 South Flores Street  
San Antonio, Texas 78204

2.4 The City and Permittee agree that this Permit shall be construed in accordance with the laws of the State of Texas.

2.5 Venue for any dispute arising out of this Permit shall lie in a court of competent jurisdiction in Bexar County, Texas.

[SIGNATURES ON FOLLOWING PAGES]

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**CITY OF SAN ANTONIO,**  
a Texas municipal corporation

By: \_\_\_\_\_

Steve Hodges, Real Estate Manager  
Transportation and Capital Improvements  
Department

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**STATE OF TEXAS**           §  
  §  
**COUNTY OF BEXAR**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by Steve Hodges of the City of San Antonio in the capacity therein stated and on behalf of that entity.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public State of Texas

My Commission Expires: \_\_\_\_\_

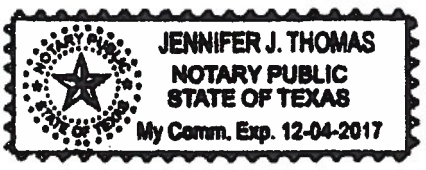
**HEB GROCERY COMPANY, LP,**  
a Texas limited partnership

By: *Todd A. Piland*  
Name: Todd A. Piland  
Title: Executive Vice President  
Date: 1-24-18

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 24 day of January, 2018  
by Todd A. Piland, the Executive Vice President of HEB Grocery Company LP, a Texas limited  
partnership, in such capacity on behalf of said limited partnership.

Date: 1-24-18



*Jennifer J. Thomas*  
Notary Public State of Texas  
My Commission Expires: \_\_\_\_\_

# Exhibit A

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0.0400 Acres  
(1742 Sq. Ft.)  
2223-10662ex1.dwg

FN NO. 2223-10662-1  
November 02, 2017  
JOB NO. 2223-10662

## FIELD NOTE DESCRIPTION

Being 0.0400 acres situated in E. Cesar Chavez Blvd. (86' Public R.O.W.), San Antonio, Bexar County, Texas; said 0.0400 acres being more particularly described by Metes and Bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

**Commencing**, at a found 1/2-inch iron rod on the Northeasterly right-of-way line of E. Cesar Chavez Blvd. and being the most Southerly corner of Lot 1, Block 1, N.C.B. 927, Arsenal Unit 5 as recorded in Volume 9661, Page 104 of the Deed and Plat Records of Bexar County, Texas; said point also being the West curve return at the intersection of E. Cesar Chavez Blvd. and Dwyer Ave. (60' Public R.O.W.);

**Thence**, along the arc of a curve to the right, having a chord of N 40° 28' 49" W, 40.71 feet, a radius of 757.13 feet and a central angle of 03° 04' 52", a distance of 40.72 feet, along the Southwesterly line of said Lot 1 and the Northeasterly R.O.W. line of E. Cesar Chavez Blvd., to the most Easterly corner and **Point of Beginning** for the herein described tract of land;

**Thence**, S 25° 28' 01" W, 96.12 feet, crossing E. Cesar Chavez Blvd., to a point for the most Southerly corner of the herein described tract; being on the Southwesterly R.O.W. of E. Cesar Chavez Blvd and the Northeasterly line of Lot 6, Block 3, N.C.B. 929, Subdivision Plat and Replat of Arsenal as recorded in Volume 9687, Page 80 of the Deed and Plat Records of Bexar County, Texas;

**Thence**, along the arc of a curve to the right, having a chord of N 41° 45' 30" W, 19.52 feet, a radius of 843.14 feet and a central angle of 01° 19' 36", a distance of 19.52 feet, along said Northeasterly line of Lot 6 to a point for the most Westerly corner of the herein described tract of land;


**Thence**, N 25° 28' 01" E, 97.45 feet, crossing E. Cesar Chavez Blvd., to a point on the Southwesterly line of said Lot 1 and the Northeasterly R.O.W. line of E. Cesar Chavez Blvd., for the most Northerly corner of the herein described tract of land;

**Thence**, along the Northeasterly R.O.W. Line of E. Cesar Chavez Blvd. and the Southwesterly line of said Lot 1 as follows:

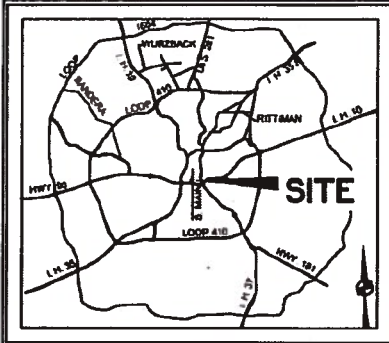


- Along the arc of a curve to the right, having a chord of S 38° 00' 03" E, 4.54 feet, a radius of 843.14 feet and a central angle of 00° 18' 30", a distance of 4.54 feet to a found 1/2-inch iron rod for corner at a point of reverse curvature;
- Along the arc of a curve to the left, having a chord of S 38° 21' 07" E, 15.53 feet, a radius of 757.13 feet and a central angle of 01° 10' 32", a distance of 40.72 feet, to the **Point of Beginning**, containing 0.0400 acres (1742 square feet) of land, more or less.

Note: Sketch of even date to accompany this Field Note Description.

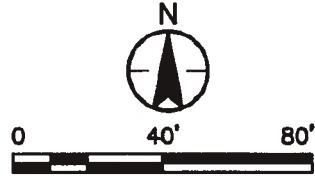
 11/3/17  
 \_\_\_\_\_ DATE  
 Hal B. Lane III  
 Registered Professional Land Surveyor  
 Texas Registration Number 4690  
 Stantec Consulting Services, Inc.  
 70 NE Loop 410, Suite 1100  
 San Antonio, Texas 78216  
 210/525-9090  
 TBPLS Firm No.: 10194228



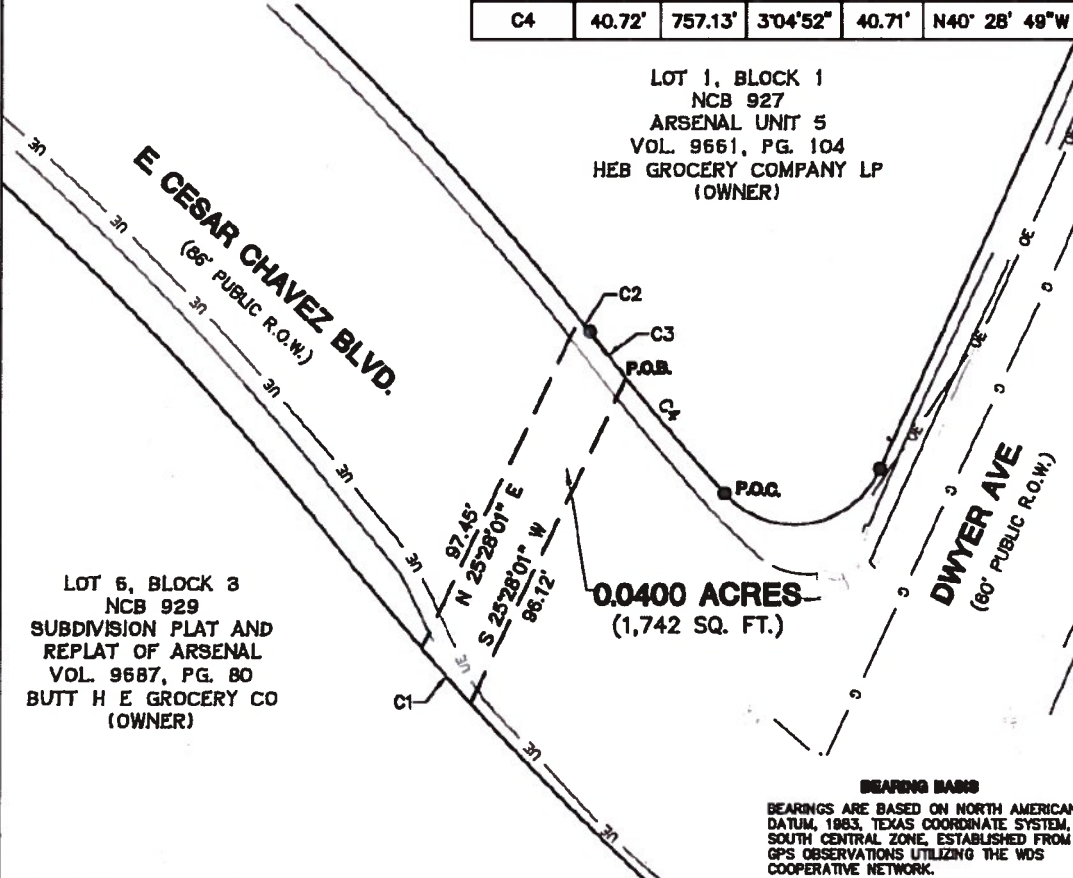


VICINITY MAP  
SAN ANTONIO, TEXAS  
N.T.S.

- LEGEND**
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING



PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	19.52'	843.14'	1°19'36"	19.52'	N41° 45' 30"W
C2	4.54'	843.14'	0°18'30"	4.54'	S38° 00' 03"E
C3	15.53'	757.13'	1°10'32"	15.53'	S38° 21' 07"E
C4	40.72'	757.13'	3°04'52"	40.71'	N40° 28' 49"W



**BEARING BASIS**  
BEARINGS ARE BASED ON NORTH AMERICAN DATUM, 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, ESTABLISHED FROM GPS OBSERVATIONS UTILIZING THE WDS COOPERATIVE NETWORK.

70 ME Loop 410, Suite 1100  
San Antonio, TX 78218  
Tel. (210) 525-9090 Fax (210) 525-0529  
TBPLS # F-10194228  
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SKETCH TO ACCOMPANY DESCRIPTION OF  
OF A 0.0400 ACRE TRACT BEING A PORTION OF E. CESAR CHAVEZ A 88' PUBLIC RIGHT-OF-WAY IN THE CITY OF SAN ANTONIO, BEXAR COUNTY TEXAS

**EXHIBIT "A"**

SHEET 1 OF 1

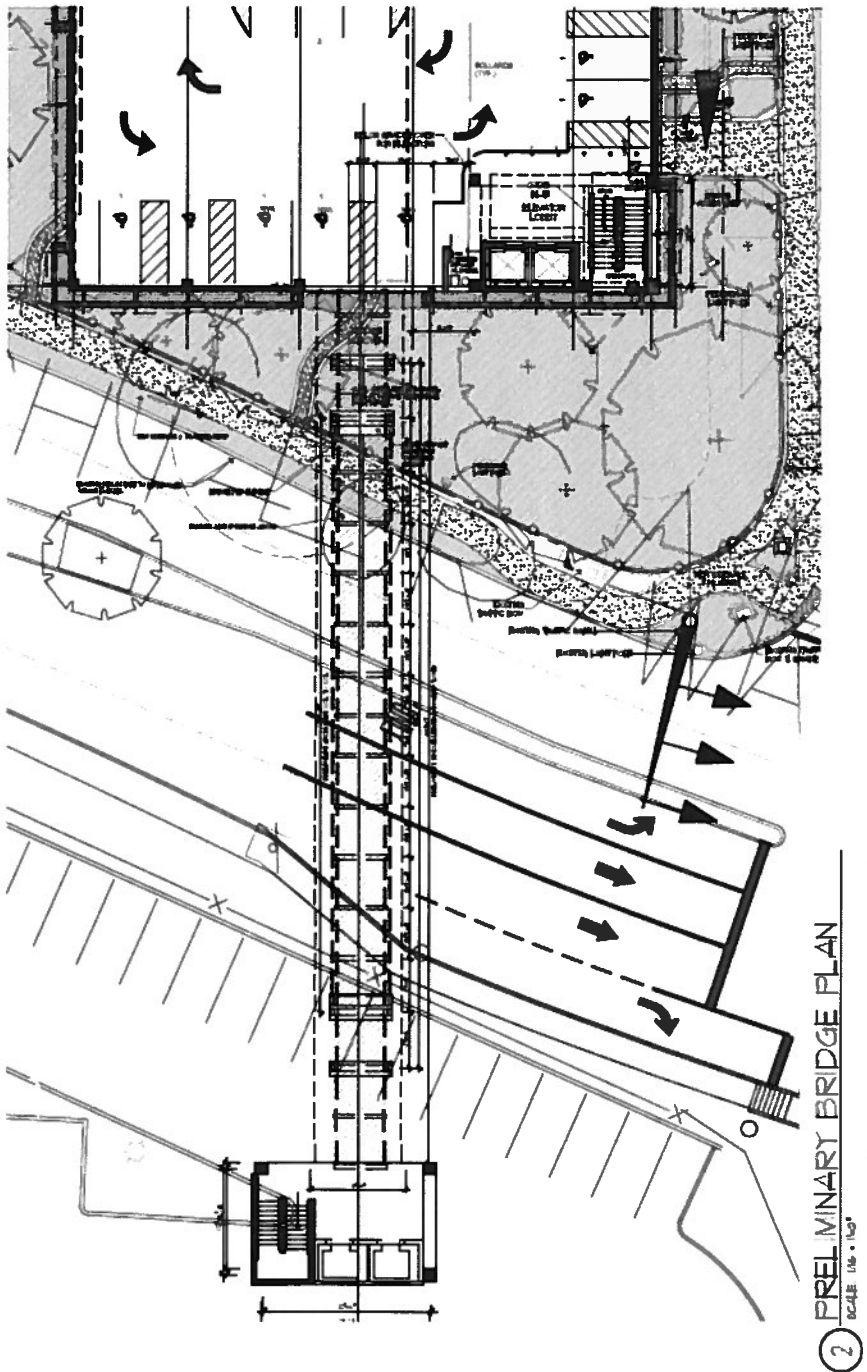
DATE: 11/02/2017	SCALE: 1"=40'	DRAWN BY: JP	FILE: 2223-10662-EX1	PROJECT No. 2223-10662
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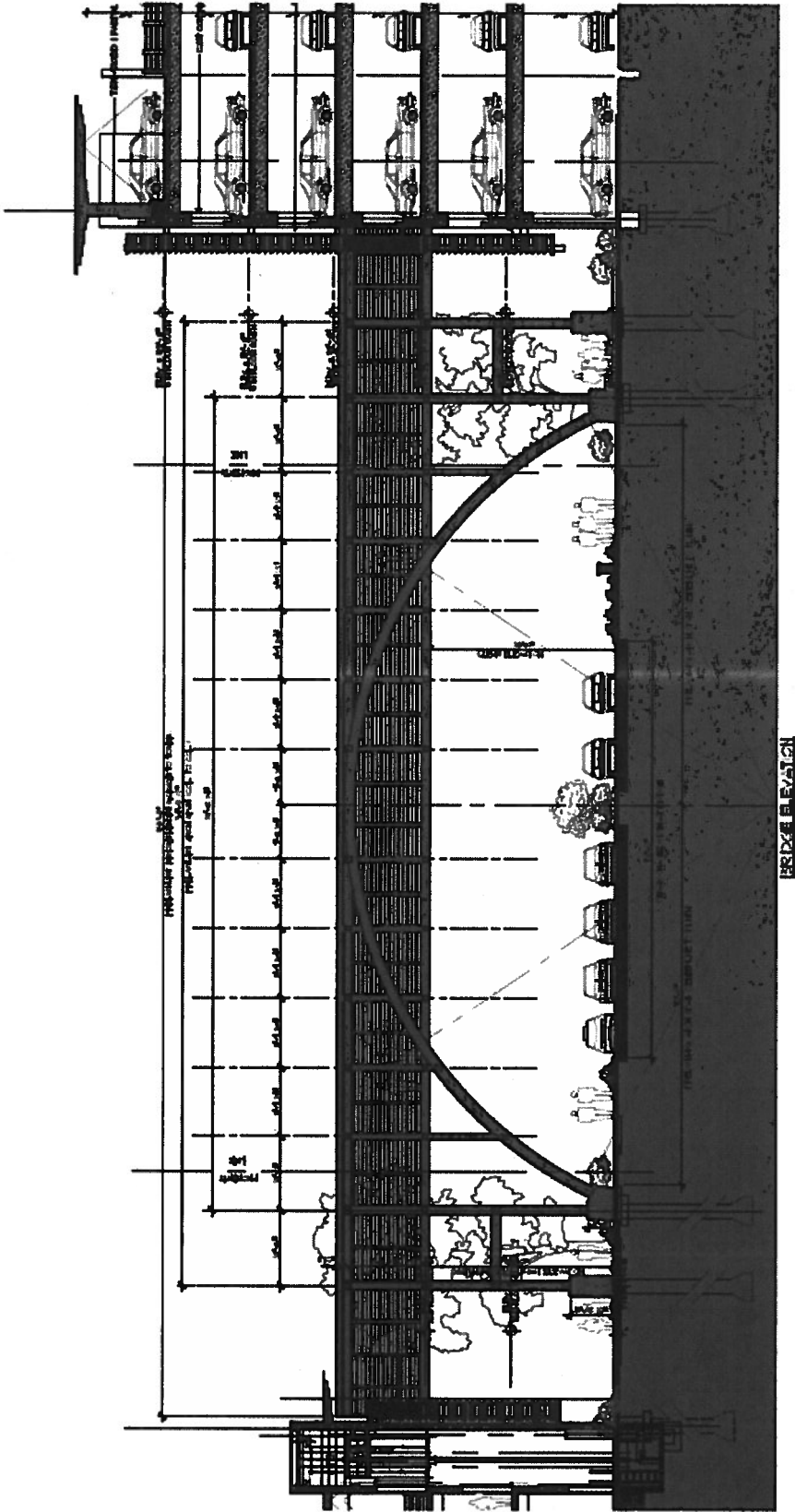
Exhibit B

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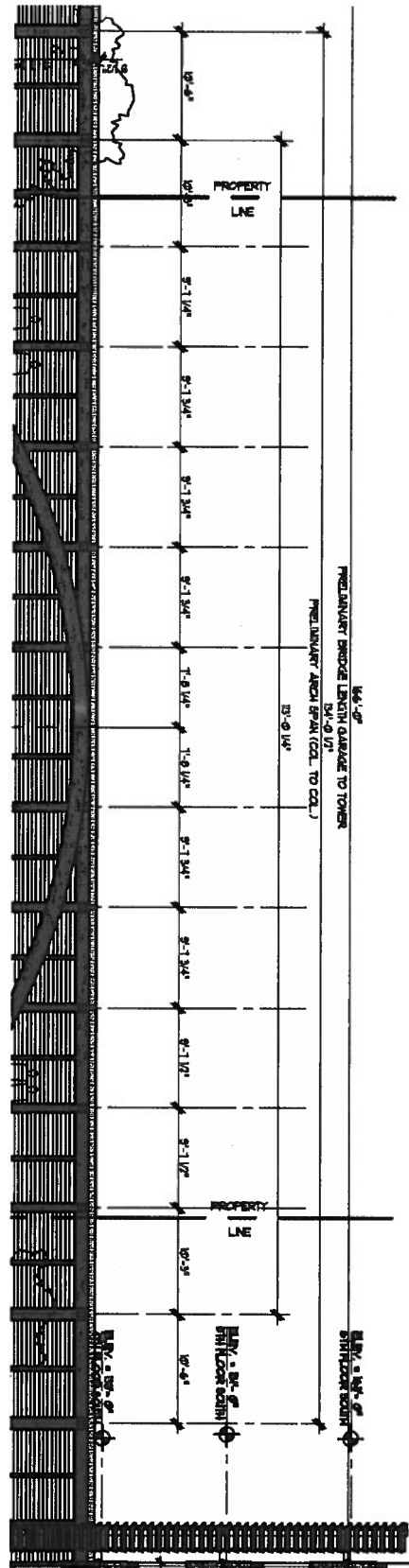
There are no footings allowed within the street ROW. The bridge will be aerial within the ROW. The footings must be on private property on either side of Cesar Chavez.

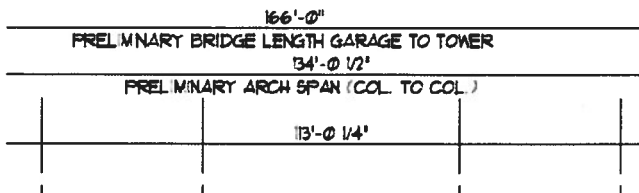
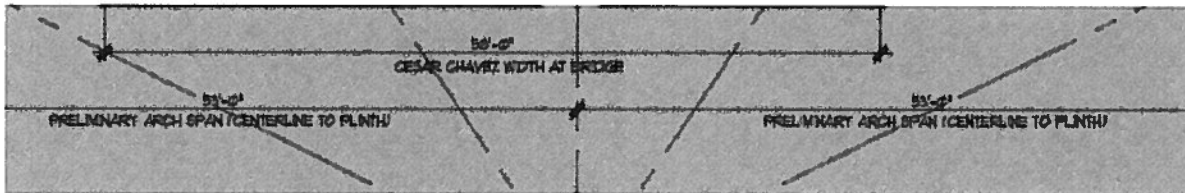
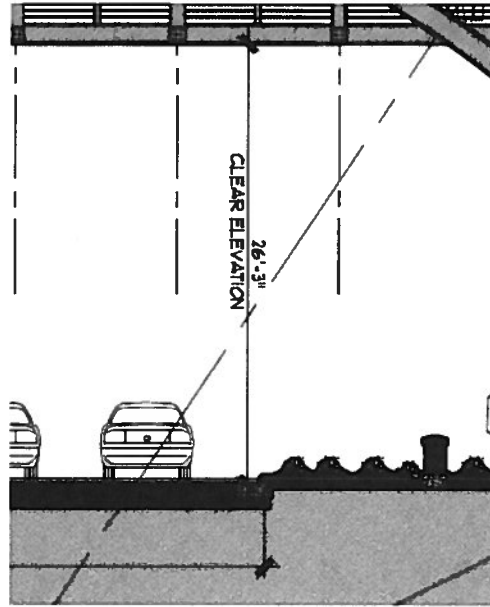


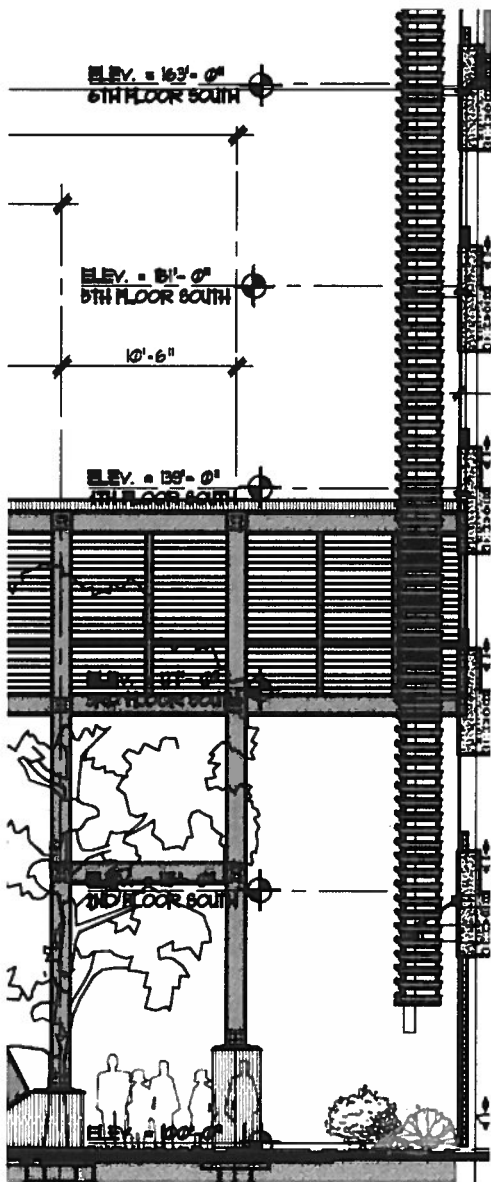


① PRELIMINARY BRIDGE ELEVATION

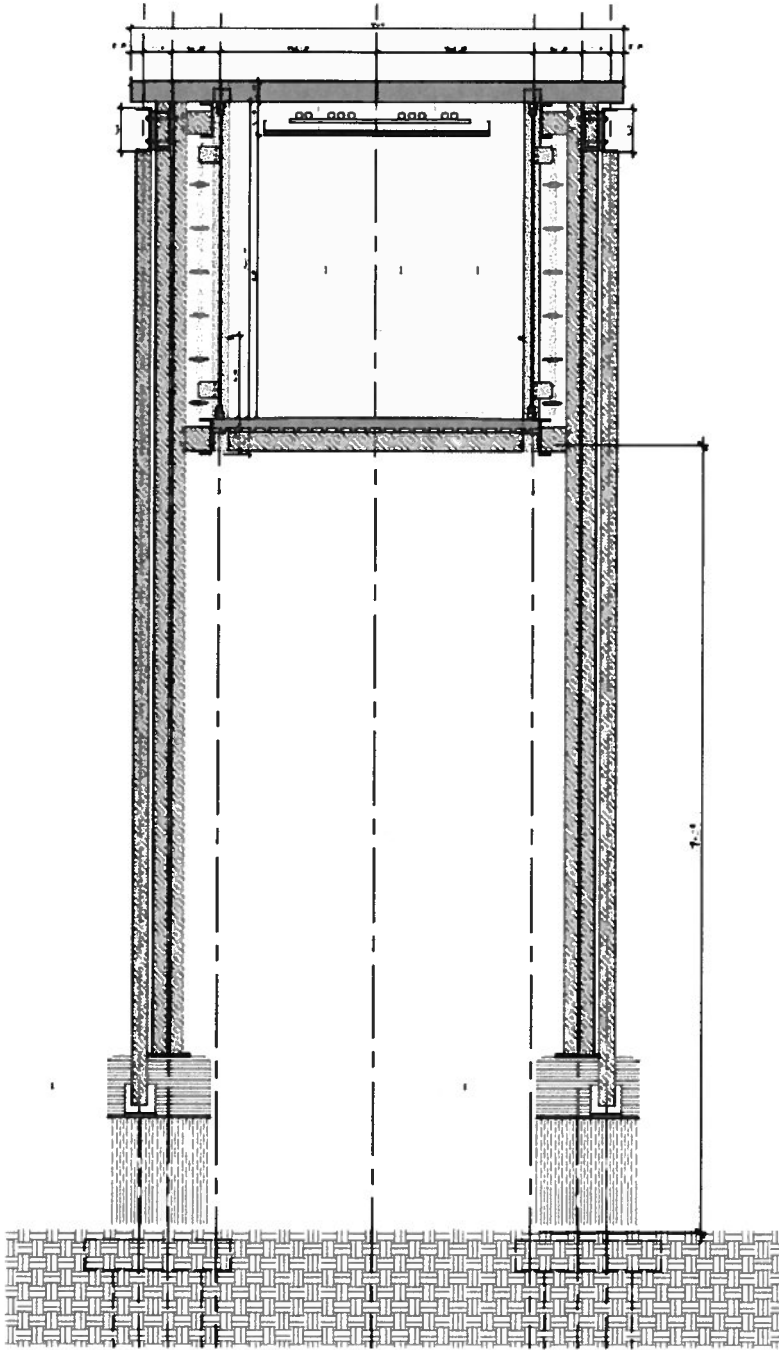
SCALE: GRAPHIC SCALE



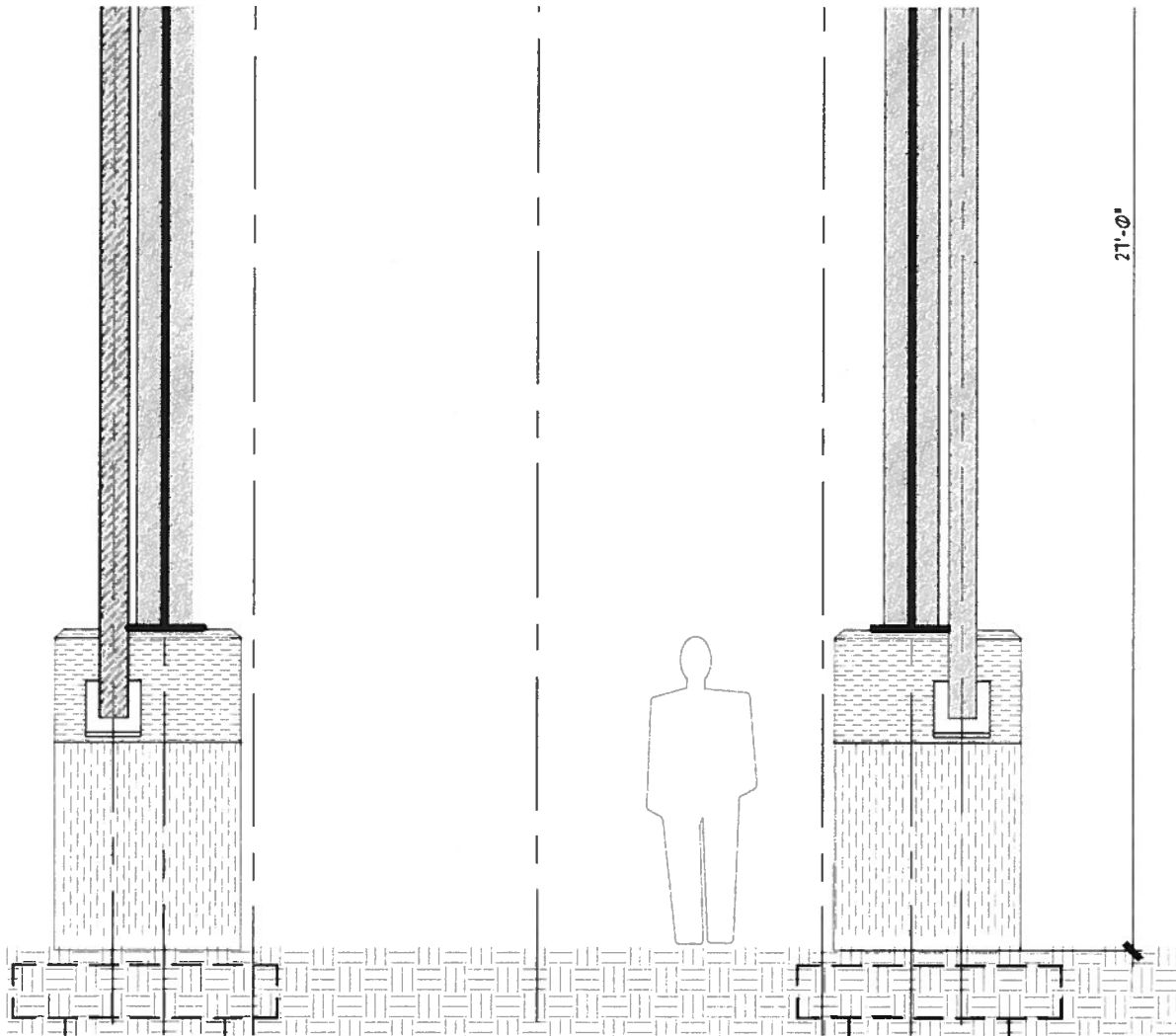


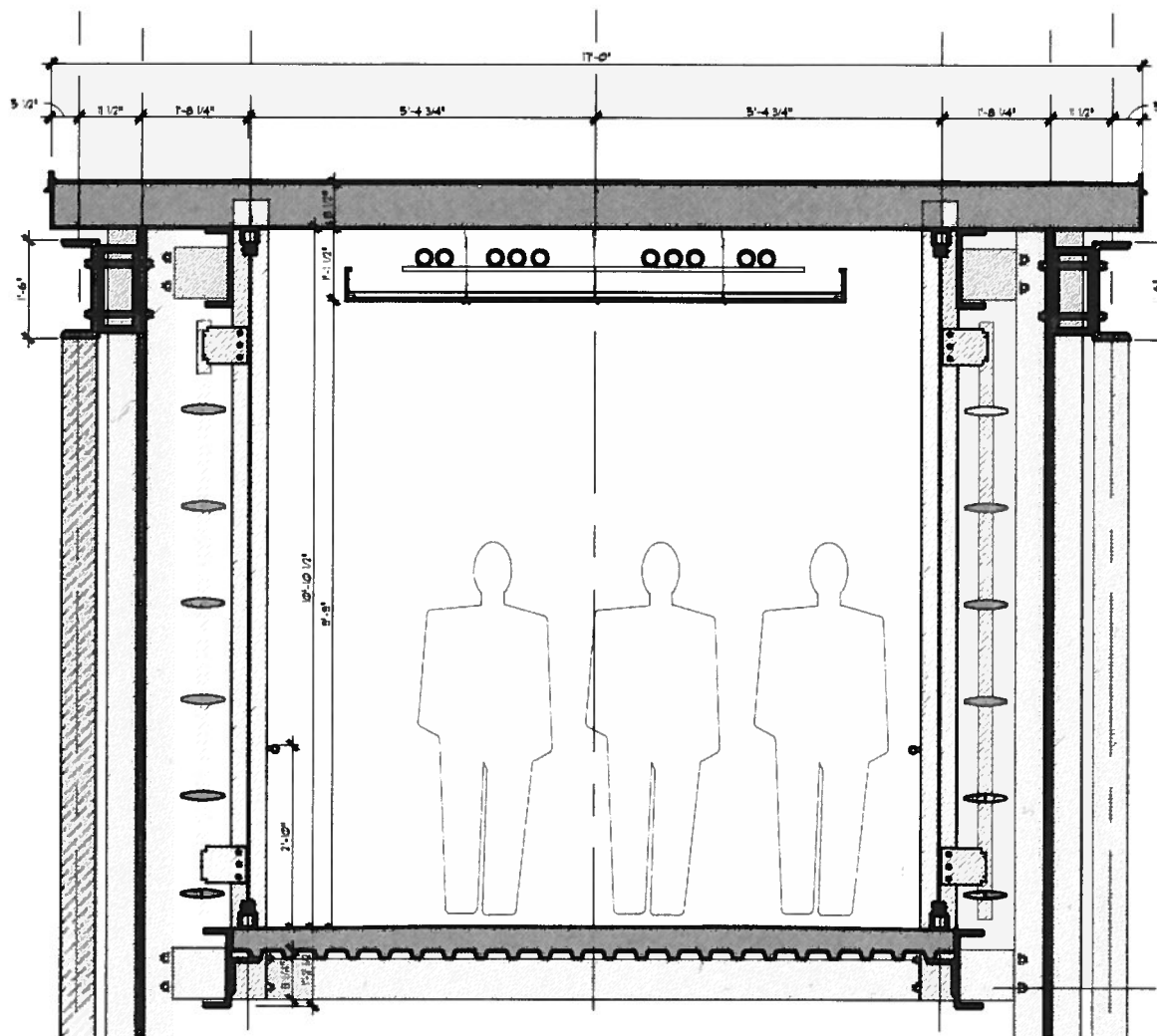






5 PRELIMINARY BRIDGE SECTION  
SCALE GRAPHIC SCALE





\* = Required fields



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

\*This is a  New Submission or  Correction or  Update to previous submission.

**\*1. Name of person submitting this disclosure form.**

First: Todd M.I. A. Last: Piland Suffix: \_\_\_\_\_

**\*2. Contract information.**

a) Contract or project name: Arsenal - Pedestrian Bridge (SP #2089)

b) Originating department: \_\_\_\_\_

**\*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).**

HEB Grocery Company, LP

**\*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

**\*5. List any individuals or entities that will be subcontractors on this contract.**

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

**\*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

Karl Baker and Ami Gordon - Golden Steves & Gordon LLP - Attorneys; Mark Johnson - Stantec Consulting Services Inc. - Civil Engineer/Surveyor; John Gutzler - Ford Powell Carson - Architect

\* = Required fields



## City of San Antonio Contracts Disclosure Form

**Office of the  
City Clerk**

**\*7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Name of Contributor	To Whom	Date(s) of Contribution(s)	Total Amount of Contribution(s)	Add
Jorge Elizondo	Ron Nirenberg	5/2016	\$500.00	Delete
Suzanne Wade	Ron Nirenberg	7/2016	\$200.00	Delete
Golden Steves & Gordon	Ray Lopez	5/2016	\$500.00	Delete
Golden Steves & Gordon	Ron Nirenberg	9/2016	\$500.00	Delete
Golden Steves & Gordon	Manny Palaez	10/2016	\$500.00	Delete
Golden Steves & Gordon	Melissa Havrda	2/2017	\$250.00	Delete
Golden Steves & Gordon	Shirley Gonzalez	3/2017	\$500.00	Delete
Mason & Nicole Liebau	Rebecca Viagran	12/2016	\$500.00	Delete
Mason & Nicole Liebau	Rebecca Viagran	12/2016	\$500.00	Delete

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

\* = Required fields



# City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

## Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

## \*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

Mayor Ron Nirenberg's wife is employed by the Company.  
City Councilman Rey Saldana's wife is employed by the Company.

## \*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

## Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City

\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52](#) of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58](#) of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

### Acknowledgements

#### \*1. Updates Required

- I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

#### \*2. No Contact with City Officials or Staff during Contract Evaluation

- I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61](#) of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

#### \*3. Contribution Prohibitions for "High-Profile" Contracts

This is not a high-profile contract.

This is a high-profile contract.

- I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

- I warrant that no contributions have been made by these individuals in violation of [Section 2-309 of the Municipal Campaign Finance Code](#).

\* = Required fields



## City of San Antonio Contracts Disclosure Form

Office of the  
City Clerk

### \*4. Conflict of Interest Questionnaire (CIQ)

[Chapter 176 of the Local Government Code](#) requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

### \*Oath

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Todd A. Piland Title: Executive Vice President

Company Name or DBA: HEB Grocery Company, LP Date: 01/24/2018

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
HEB Grocery Company, LP  
San Antonio, TX United States

**Certificate Number:**  
2018-305558

**Date Filed:**  
01/24/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of San Antonio

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

SP 2089  
Arsenal - Pedestrian Bridge

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Butt, Charles C.	San Antonio, TX United States	X	
Crook , Eleanor B.	San Marcos, TX United States	X	
Butt, III, Howard E.	San Antonio, TX United States	X	
Piland, Todd A.	San Antonio, TX United States	X	
Butt, Stephen W.	Fort Worth, TX United States	X	
Boyan, Craig A.	San Antonio, TX United States	X	
Lindquist, Judith A.	San Antonio, TX United States	X	
Otto, Martin H.	Austin, TX United States	X	
Baker, Karl	San Antonio, TX United States		X
Carse, Dale	San Antonio, TX United States		X
Johnson, Mark	San Antonio, TX United States		X
Gutzler, John	San Antonio, TX United States		X
Gordon, Ami	San Antonio, TX United States		X

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
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 SP 2089  
 Arsenal - Pedestrian Bridge

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

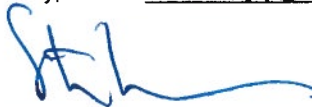
**6 UNSWORN DECLARATION**

My name is STEPHEN L. GOLDEN, and my date of birth is 10/6/1953.

My address is 300 CONVENT ST., #2600, SAN ANTONIO, TX, 78205, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BEXAR County, State of TEXAS, on the 24 day of JAN, 2018.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)