

CONSENT AGENDA
ITEM NO. 15

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E. Director of Public Works

SUBJECT: Execution of Development Agreement between City of San Antonio and HEB Grocery Company, L.P. for the construction of the Kyle (Military to Mayfield) project

DATE: October 6, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of a Development Agreement between the City of San Antonio and HEB Grocery Company, L.P. for the construction of the Kyle (Military to Mayfield) project in Council District 4.

This ordinance also authorizes the City of San Antonio Public Works Department to provide construction services in the amount of \$387,118.37 and authorizes \$12,881.63 for Project Contingency, for a total ordinance amount of \$400,000 in connection with the Kyle (Military to Mayfield) project. Per the Development Agreement, HEB Grocery, L.P. will reimburse the City \$400,000 for these services.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

HEB has undertaken the construction of a new HEB facility to be located at 6818 S. Zarzamora St., San Antonio, Bexar County, Texas. The Grand Opening date for this project is scheduled for November 1, 2005.

The construction of the new facility requires that HEB provide infrastructure improvements as mandated by the Unified Development Code (UDC) unless the City has a Capital Improvement Project scheduled for the area that would accomplish the required work. The City does not have a project scheduled for the immediate area and HEB has offered to provide the City \$400,000 for use in constructing a Capital Improvement Project on Kyle Street that would accomplish the required infrastructure improvements. The Development Agreement is included herein as attachment 2. The \$400,000 provided by HEB exceeds the cost to provide the minimum infrastructure requirements and the excess funds may be used at the City's discretion to expand the Kyle Street project beyond the infrastructure improvement requirements or support other Capital Improvement Projects.

City staff will use the \$400,000 provided by HEB to construct the Kyle Street project, which provides for a full depth reclamation on Kyle Street from Mayfield to the end of the HEB property to include installation of curbs and sidewalks. The project also includes milling the street from Military to the end of the full depth reclamation and installing new sidewalks on the east side in this segment. The Street Maintenance Special Request Form for this project is included herein as attachment 3.

This agreement will ensure HEB's full compliance with certain provisions of the UDC in relation to the permitting and construction of the HEB Store, and the City will obtain funding to provide infrastructure improvements for the immediately adjacent neighborhood and the community at large. The total cost of this project is estimated to be \$400,000, which will be paid to the City of San Antonio by HEB upon approval of this ordinance.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to ensure adherence to the City's UDC and to collaborate with private entities to support infrastructure improvements.

FISCAL IMPACT

This is a one-time capital improvement expenditure not included in the FY06-11 Capital Budget. The provisions of this agreement require HEB Grocery Company, L.P. to reimburse the City of San Antonio an amount of \$400,000 for expenses incurred for the construction of the Kyle (Military to Mayfield) project.

COORDINATION

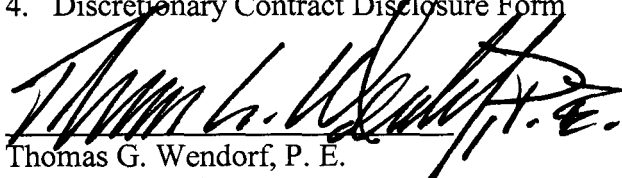
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office, the Economic Development Department and HEB Grocery Company, L.P.

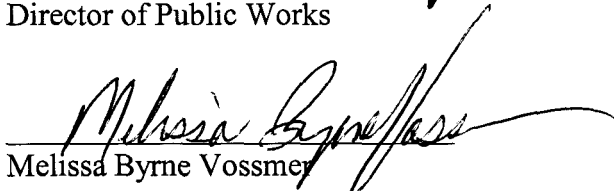
SUPPLEMENTARY COMMENTS

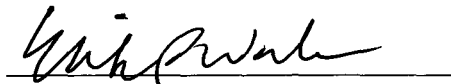
The Discretionary Contract Disclosure Form required is attached.

ATTACHMENTS

1. Project Map
2. Development Agreement
3. Street Maintenance Special Request Form
4. Discretionary Contract Disclosure Form


Thomas G. Wendorf, P. E.
Director of Public Works


Melissa Byrne Vossmer
Assistant City Manager


J. Rolando Bono
City Manager

Kyle Street--Mayfield to Military



DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into to be effective as of the ____ day of _____, 2005, by and between the City of San Antonio, Bexar County, Texas (the "City"), and HEB Grocery Company, LP, a Texas limited partnership ("HEB").

WHEREAS, HEB has undertaken the construction of a new HEB facility to be located at 6818 S. Zarzamora St., San Antonio, Bexar County, Texas (the "HEB Store");

WHEREAS, in conjunction with the permitting and construction of the HEB Store, HEB seeks to comply with all applicable ordinances and regulations of the City;

WHEREAS, the City and HEB have entered into certain discussions and negotiations in an effort to both achieve full compliance with certain provisions of the City's regulations and ordinances, including but not limited to the City's Unified Development Code (the "UDC") and the 2003 International Building Code (the "IBC"), which the City has adopted to supplement the UDC, (collectively, the "Code"), and to address specific concerns to best serve the adjoining neighborhood and the community at large; and,

WHEREAS, the City and HEB have agreed to a mechanism whereby HEB and the City will ensure HEB's full compliance with certain provisions of the Code in relation to the permitting and construction of the HEB Store, and the City will obtain funding to provide infrastructure improvements for the immediately adjacent neighborhood and the community at large.

NOW THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THE PROJECT

HEB's permitting and construction of the HEB Store requires HEB's compliance with various provisions of the Code, including but not limited to §§ 35-504(g) ("Streets"), 35-506(a) ("Applicability"), 35-506(b) ("Improvements Required"), 35-506(d) ("Cross-Section and Construction Standards"), and 35-506(q) ("Sidewalk Standards") of the UDC and §§ 105 ("Permits") and 110 ("Certificate of Occupancy") of the IBC. Such provisions require the design, construction, and dedication of curbs, sidewalks, street pavement, and stormwater drainage improvements in conjunction with the permitting of the HEB Store and further provide that a certificate of occupancy shall not be issued unless or until all such requirements have been satisfied.

SECTION I: SCOPE OF PROJECT INFRASTRUCTURE IMPROVEMENTS

1. HEB submitted Subdivision Plat No. 050143 and Building Permit Application No. 1111902 (the "Applications") to the City for review and approval for the construction of the HEB Store. The City and HEB have, consistent with the Applications, reviewed and assessed HEB's infrastructure requirements as called for under the above-referenced sections of the Code, and have determined that the infrastructure improvement obligations consist of the following:

a. The Code-required dedication of right-of-way width and construction of pavement width on Kyle St. as follows:

from Mayfield Blvd. to the southernmost point along Kyle St. on which new construction will take place on the adjacent property in conjunction with the construction of the HEB Store, from the centerline of Kyle St. to that portion of Kyle St. immediately adjacent to the proposed HEB Store construction site (generally illustrated by the "Required Reconstruction" area on the conceptual site plan attached hereto as **Exhibit "A"** and incorporated herein by reference) (including the construction of curbs and a sidewalk of six feet (6') in width along only that portion of Kyle St. immediately adjacent to the construction site for the HEB Store, but not including local stormwater drainage improvements since such improvements have been identified as a matter best addressed on a regional basis).

Such improvements collectively referred to herein as the "Required Infrastructure Improvements."

SECTION II: GENERAL TERMS

1. While HEB and the City have not determined the cost of the Required Infrastructure Improvements with absolute certainty, both parties estimate that cost savings can be achieved if the Required Infrastructure Improvements are undertaken collectively by the City pursuant to one (1) or more contracts with third parties.

2. In an effort to facilitate construction of the Required Infrastructure Improvements, and to ensure compliance with the Code, HEB has agreed to deposit with the City the sum of Four Hundred Thousand Dollars and No/100 (\$400,000.00) (the "Payment") to pay for the full and complete construction of the Required Infrastructure Improvements, the remainder of such funds to be utilized by the City, in its sole discretion, for additional infrastructure improvements.

3. Both the City and HEB recognize and agree that the Payment made by HEB amply covers the estimated costs associated with the Required Infrastructure Improvements and that such Payment amply covers any costs that HEB might otherwise

incur in providing the Required Infrastructure Improvements required by the Code. Notwithstanding the foregoing, and subject to the requirements in Paragraph 4 below, HEB acknowledges and agrees that the City may utilize the Payment for the construction of the Required Infrastructure Improvements and any other matters as determined in the City's sole discretion, so long as, the City acknowledges, agrees, and confirms when necessary that by making such Payment, HEB has fully and finally completed all infrastructure improvement requirements mandated by the UDC to the satisfaction of the requirements of §§ 105 ("Permits") and 110 ("Certificate of Occupancy") of the IBC. More specifically, the City acknowledges and agrees that upon making such Payment, HEB's Applications will be deemed to have satisfied all requirements for the design, construction, and dedication of curbs, sidewalks, street pavement, and stormwater drainage improvements to §§ 35-504(g), 35-506(a), 35-506(b), 35-506(d), and 35-506(q) of the UDC, whether or not the Required Infrastructure Improvements, or any other improvements to the adjacent streets, roadways and sidewalks of the HEB Store are ever completed by the City or any other entity.

But making the payment satisfies only the requirement to build the Required Infrastructure Improvements. Requirements for getting HEB's desired permits and certificates other than building Required Infrastructure Improvements must be satisfied apart from this agreement

4. The City and HEB agree that both parties have undertaken good faith efforts to determine the scope of the Required Infrastructure Improvements, and notwithstanding any subsequent determination of either party that additional improvements are necessary, this Agreement shall be binding on both parties as to the extent of any Required Infrastructure Improvements required under this Agreement and the Code. Notwithstanding the foregoing, the City will use its best efforts to ensure that the completion of the Required Infrastructure Improvements are fully and finally completed simultaneously with those infrastructure improvements that are being undertaken on Mayfield Boulevard immediately adjacent to the HEB Store (pursuant to San Antonio Metropolitan Planning Organization Project No. 3212.0 in the Fiscal Year 2006-2008 Transportation Improvement Program). In no case shall the City complete the Required Infrastructure Improvements later than one hundred eighty (180) days after the completion of such infrastructure improvements to Mayfield Boulevard. Upon completion of the construction of the Required Infrastructure Improvements as contemplated herein, the City will accept ownership of and responsibility for the continued use, maintenance and repair of such improvements.

5. All activities of the City will be performed in accordance with all applicable laws, regulations, and technical requirements of all local, state, and federal governmental authorities and agencies, and all work shall be commenced and prosecuted to completion with all due diligence. Additionally, the City shall obtain all local, state, and federal approvals necessary to complete the Required Infrastructure Improvements lawfully and, if it so elects to complete any additional infrastructure improvements, will obtain all such approvals related to the completion of such additional infrastructure improvements. The City shall be solely responsible for all necessary contracts and

agreements for the completion of the Required Infrastructure Improvements, and if it so elects to complete any additional infrastructure improvements, for all contracts and agreements for the completion of such additional infrastructure improvements. HEB's sole obligation in regard to the construction and completion of the Required Infrastructure Improvements is limited to the deposit of the Payment as required herein, and the City agrees to look solely toward such Payment for the payment and funding of such improvements. Notwithstanding the foregoing, nothing herein shall be deemed to limit the City's ability to use its funds, or other third-party funds, for the completion of the Required Infrastructure Improvements.

SECTION III: MISCELLANEOUS

1. Nothing herein shall be deemed to impose liability on HEB or the City for actions or omissions of any third party (including, without limitation, any third party contractor or engineer).

2. Any modifications to this Agreement must be in writing, and signed by each signatory hereof or its successors, or they shall not be binding upon any of the parties hereto.

3. Notwithstanding their rights with regard to the Required Infrastructure Improvements, HEB shall not be liable for the design, construction, operation, or maintenance of the Required Infrastructure Improvements.

4. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of the other party hereto, assign any rights, powers, duties, or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees.

6. Neither this Agreement nor any part thereof shall be construed as creating a partnership, joint venture, or other business affiliation among the parties or otherwise.

7. This Agreement and the exhibits hereto supersede any and all other prior or contemporaneous agreements, oral or written, among the parties hereto with respect to the matters addressed herein.

8. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties as shown below:

IF TO THE CITY: City of San Antonio
Office of the City Manager
Attn: City Manager
P.O. Box 839966
San Antonio, Texas 78283-3966
Facsimile: (210) 207-4217

With a copy to:
City of San Antonio
Office of the City Attorney
Attn: City Attorney
City Hall, 3rd Floor
P.O. Box 839966
San Antonio, Texas 78283-3966
Facsimile: (210) 207-4004

City of San Antonio
Public Works Department
Attn: Director of Public Works
P.O. Box 839966
San Antonio, Texas 78283-3966
Facsimile: (210) 207-4406

IF TO HEB: H.E. Butt Grocery Company, L.P.
Attn: _____

San Antonio, Texas _____
Facsimile: (210) _____

9. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, Texas.

10. The parties hereto agree they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate the purposes of this Agreement.

11. Each signatory hereof represents to the other party to this Agreement that he or she has been duly authorized to do so and in so doing shall bind the party on whose behalf he or she is signing to all of the terms hereof.

12. Each party hereto shall pay its own attorney's fees with respect to the drafting, review and negotiation of this Agreement and all subsequent instruments and agreements related to the Required Infrastructure Improvements, and none of such fees shall in any event ever be considered part of the Required Infrastructure Improvements costs payable pursuant to the terms hereof. In the event it should ever become necessary for any party to retain the services of an attorney to enforce its rights hereunder against any other party hereto, then, should such party prevail, that party shall be entitled to recover, in addition to any other damages and awards to which it may be entitled, its reasonable attorney's fees from the defaulting party.

13. Time is of the essence of this Agreement and each and every provision hereof.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

(BALANCE OF PAGE INTENTIONALLY BLANK)

EXECUTED as of the dates set forth beneath the signatures of each party below, to be effective, however, as of the date first set forth above.

For the City of San Antonio:

City of San Antonio, a Texas municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

For the Private Party:

HEB Grocery Company, LP, a Texas limited partnership

By: _____

Name: Todd A. Piland

Title: Senior Vice President

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

Project Name: Kyle Street

Estimated

Construction

Cost: \$378,118.37

Date: June 6, 2005

Special Request Number:

Council District: 4

Scope of work includes the following:

Section 1 - Eastside of Kyle from McCauley to Driveway at Factory To U - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.
Section 2 - Eastside of Kyle from Driveway at Factory To U to 1st driveway south - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.
Section 3 - Eastside of Kyle from Driveway at Factory To U to 1st driveway south - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot and to install barriers to prevent and control dumpster placement.

Section 4 - Kyle from Mayfield to the South line of Lot 5, New City Block 8607 (AKA 6960 S. Zarzamora St.) - Propose to perform a Full Depth Reclamation treatment on Kyle from Mayfield to the south line of Lot 5, New City Block 8607 (AKA 6960 S. Zarzamora St.). The length of this proposed project is 1,150 Ft (0.34 mile). Curb and gutter, sidewalk (6' wide) attached to curb on west side and 4' wide separated from curb on east side) will be incorporated into the project on both sides of street. Four foot wide sidewalk on east side will stop at McCauley Ave.

Section 5 - Kyle from the South line of Lot 5, New City Block 8607 to Military - Propose to perform a Mill Overlay treatment on Kyle from the South line of Lot 5, New City Block 8607 to Military Drive. Repair roadway base structure as needed. The length of this proposed project is 620ft. Fix broken curb/modify driveway at old H.E.B. location.

Requestor/Phone: Councilman Richard Perez/ 207-7281

Department: Capitol Programs

Division: Public Works

Start

Completion

Schedule Requested:

Schedule Committed:

FINANCIAL DATA					
Funding Source			Funding Destination		
Index Code	Description		COST CENTER	Description	
\$387,118.37	SPECIAL REVENUE ACCOUNT		\$387,118.37	SPECIAL REVENUE ACCOUNT	
Total	\$387,118.37		Total	\$387,118.37	

RECOMMENDED:

APPROVED:

Armando A. Aranda
STREETS MANAGER

Date: Thomas G. Wendorf, P.E.
DIRECTOR OF PUBLIC WORKS

Date: 9/26/05
Approved: YES
NO
Conditional

Richard Perez
CITY COUNCILMAN, DISTRICT 4

Date: Nancy Beward,
ACTING ASSISTANT DIRECTOR OF PUBLIC WORKS

Maria Villagomez
FISCAL OPERATIONS MANAGER

Date: 9/26/05

RECEIVED
SEP 13 2005
CITY OF SAN ANTONIO
PUBLIC WORKS, CAPITAL PROGRAMS

PROJECT NAME/STREET NAME

Kyle Street (SECTION 1)

PROJECT LIMITS

Eastside of Kyle from McCauley to driveway at Factory To U

SCOPE

Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.

CD

4

TOTAL PROJECT COST ESTIMATED:**\$19,781.13****TSPW#****Data Entry Fields**

0 Curb Construction

0 Wheelchair Ramps

1 Drive Approach - Commercial

0 Drive Approach - Residential

6 Sidewalk Width

390 Length of Sidewalk

0 Ret Wall Length

0 Ret Wall Width

0 Ret Wall Height

0 Street Width

0 Street length

820.00 Project LF Value

0.16 Project Mile Value

Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
103.1	REMOVE CONCRETE CURB	LF	370	2.19	\$810.30
103.2	REMOVE CONCRETE SIDEWALK & DRIVEWAYS	SF	480	\$2.17	\$1,041.60
208	REMOVE EXISTING ASPHALT	SY	247	\$3.04	\$750.88
501	MACHINE LAID CURB	LF	370	\$5.68	\$2,101.60
502.1	CONCRETE SIDEWALK / WHEELCHAIR RAMP	SY	260	\$28.67	\$7,454.20
502.3	COMMERCIAL DRIVEWAY	SY	13	\$58.13	\$774.87
				Sub-Total	\$12,933.45
530	BARRICADES	Per Month		3%	\$388.00
100	MOBILIZATION	LS		11%	\$1,422.68
100.1	PREPARING RIGHT OF WAY	LS		4%	\$517.34
100.2	PROJECT ADMINISTRATION	LS		15.35%	\$1,985.29
100.3	MATERIAL TESTING	LS		2%	\$258.67
	Grand-Total				\$17,505.43
	Contingency			10.00%	\$1,750.54
	Inflation			3.00%	\$525.16
	Project Grand Total Estimated Cost				\$19,781.13



PROJECT NAME/STREET NAME

Kyle Street (Section 2)

PROJECT LIMITS

Eastside of Kyle from Driveway at Factory To U to 1st driveway south

SCOPE

Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.

CD

4

TOTAL PROJECT COST ESTIMATED:**\$18,955.74****TSPW#****Data Entry Fields**

0 Curb Construction

0 Wheelchair Ramps

1 Drive Approach - Commercial

0 Drive Approach - Residential

6 Sidewalk Width

370 Length of Sidewalk

0 Ret Wall Length

0 Ret Wall Width

0 Ret Wall Height

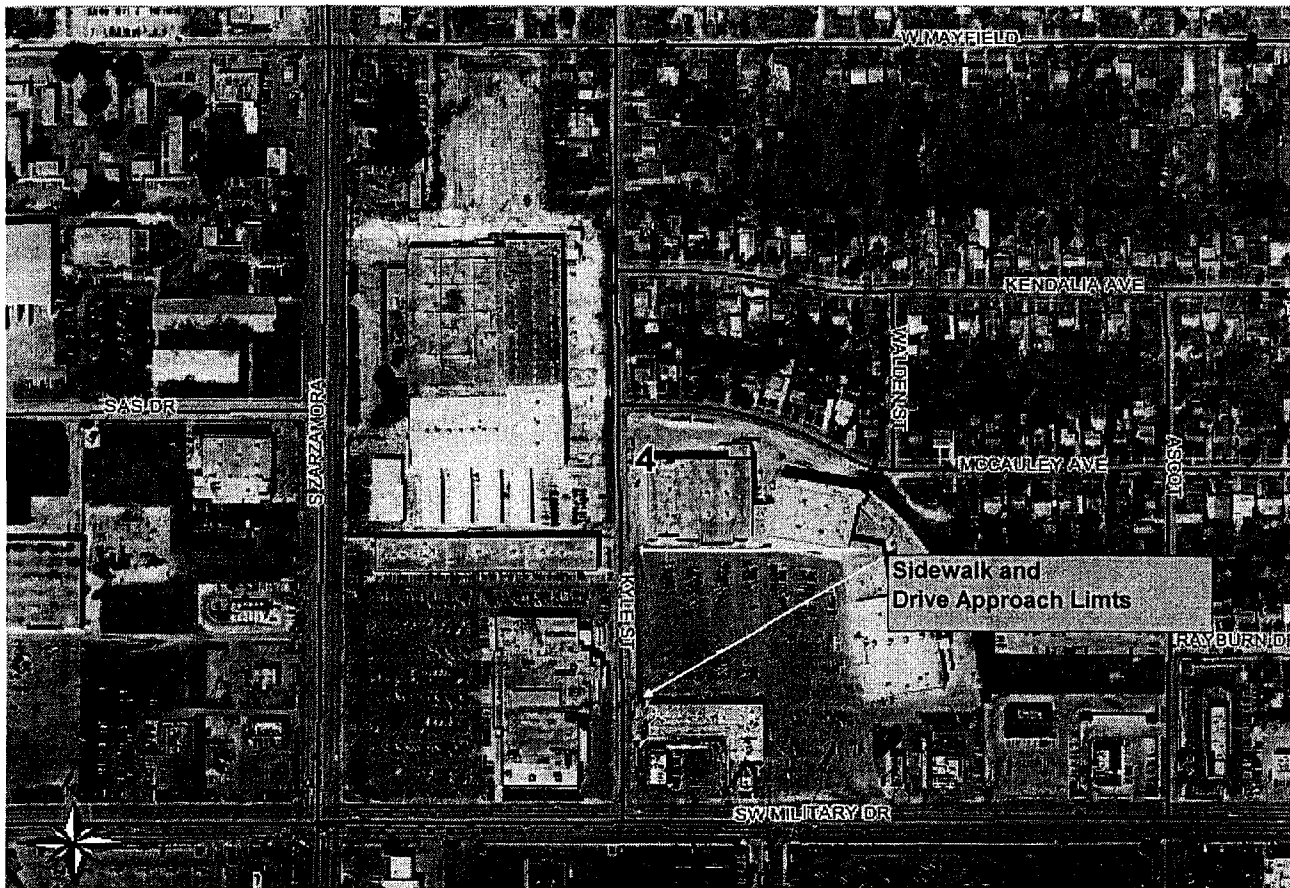
0 Street Width

0 Street length

780.00 Project LF Value

0.15 Project Mile Value

Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
103.1	REMOVE CONCRETE CURB	LF	350	\$2.19	\$766.50
103.2	REMOVE CONCRETE SIDEWALK & DRIVEWAYS	SF	480	\$2.17	\$1,041.60
208	REMOVE EXISTING ASPHALT	SY	247	\$3.04	\$750.88
501	MACHINE LAID CURB	LF	350	\$5.68	\$1,988.00
502.1	CONCRETE SIDEWALK / WHEELCHAIR RAMP	SY	247	\$28.67	\$7,071.93
502.3	COMMERCIAL DRIVEWAY	SY	13	\$58.13	\$774.87
				Sub-Total	\$12,393.79
530	BARRICADES	Per Month		3%	\$371.81
100	MOBILIZATION	LS		11%	\$1,363.32
100.1	PREPARING RIGHT OF WAY	LS		4%	\$495.75
100.2	PROJECT ADMINISTRATION	LS		15.35%	\$1,902.45
100.3	MATERIAL TESTING	LS		2%	\$247.88
	Grand-Total				\$16,774.99
	Contingency			10.00%	\$1,677.50
	Inflation			3.00%	\$503.25
	Project Grand Total Estimated Cost				\$18,955.74



PROJECT NAME/STREET NAME

Kyle Street (Section 3)

PROJECT LIMITS

Eastside of Kyle from Driveway at Factory To U to 1st driveway south

SCOPE

Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot and to install barriers to prevent and control dumpster placement.

CD

4

TOTAL PROJECT COST ESTIMATED:**\$8,019.24****TSPW#****Data Entry Fields**

0 Curb Construction
0 Wheelchair Ramps

1 Drive Approach - Commercial

0 Drive Approach - Residential

6 Sidewalk Width

105 Length of Sidewalk

0 Ret Wall Length

0 Ret Wall Width

0 Ret Wall Height

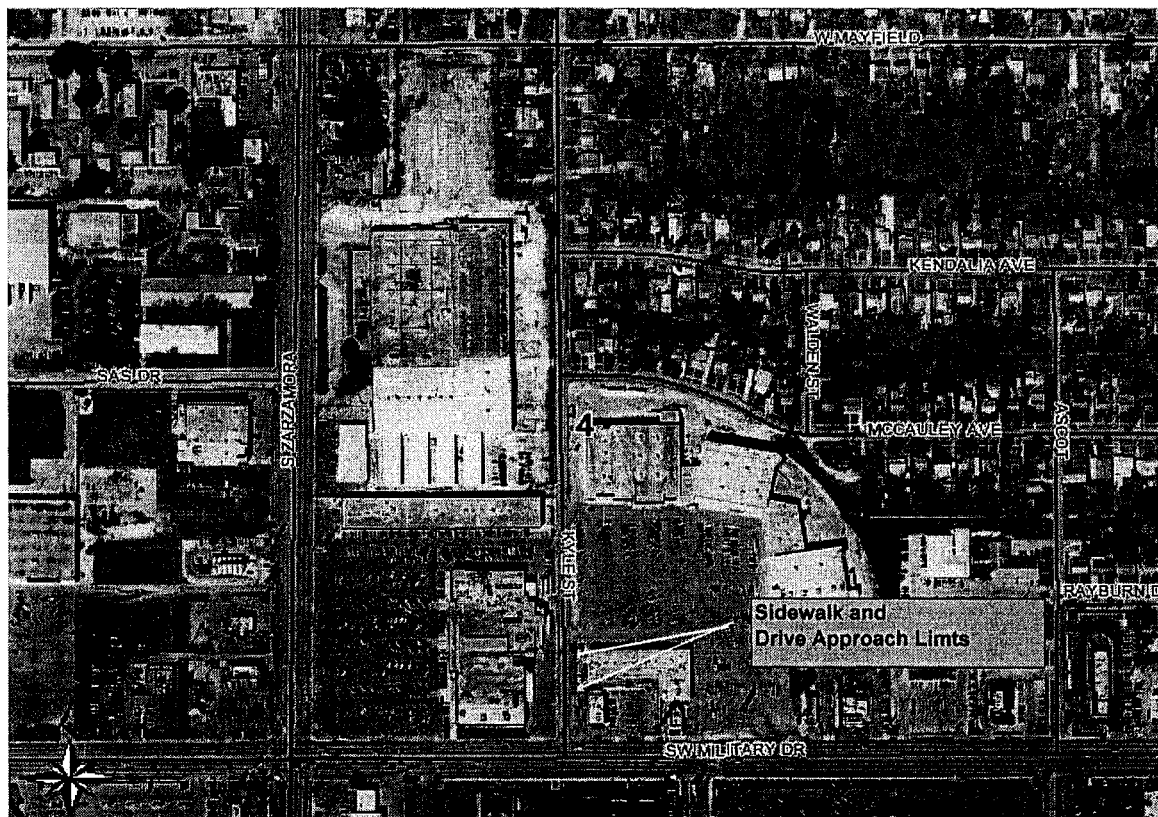
0 Street Width

0 Street length

250.00 Project LF Value

0.05 Project Mile Value

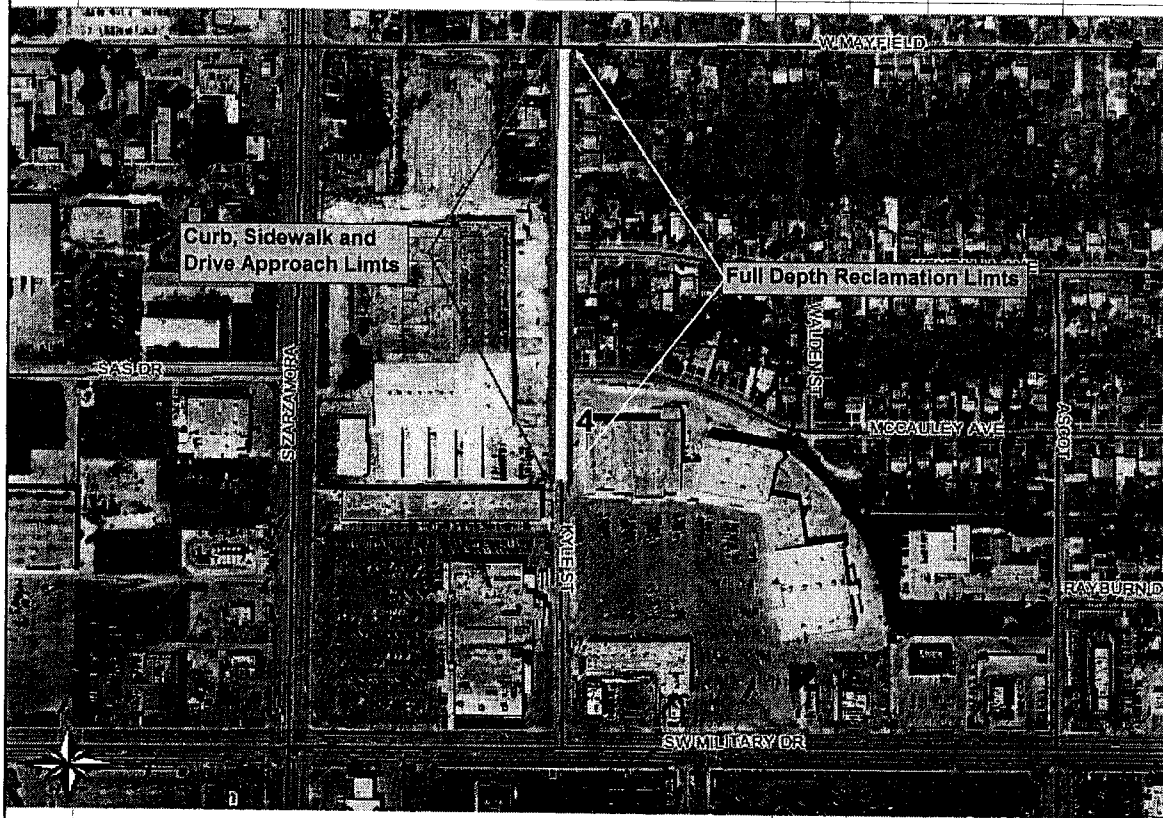
Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
103.1	REMOVE CONCRETE CURB	LF	85	\$2.19	\$186.15
103.2	REMOVE CONCRETE SIDEWALK & DRIVEWAYS	SF	480	\$2.17	\$1,041.60
208	REMOVE EXISTING ASPHALT	SY	247	\$3.04	\$750.88
501	MACHINE LAID CURB	LF	85	\$5.68	\$482.80
502.1	CONCRETE SIDEWALK / WHEELCHAIR RAMP	SY	70	\$28.67	\$2,006.90
502.3	COMMERCIAL DRIVEWAY	SY	13	\$58.13	\$774.87
Sub-Total					\$5,243.20
530	BARRICADES	Per Month		3%	\$157.30
100	MOBILIZATION	LS		11%	\$576.75
100.1	PREPARING RIGHT OF WAY	LS		4%	\$209.73
100.2	PROJECT ADMINISTRATION	LS		15.35%	\$804.83
100.3	MATERIAL TESTING	LS		2%	\$104.86
Grand-Total					\$7,096.68
Contingency				10.00%	\$709.67
Inflation				3.00%	\$212.90
Project Grand Total Estimated Cost					\$8,019.24



Street Maintenance Division

Cost Estimate

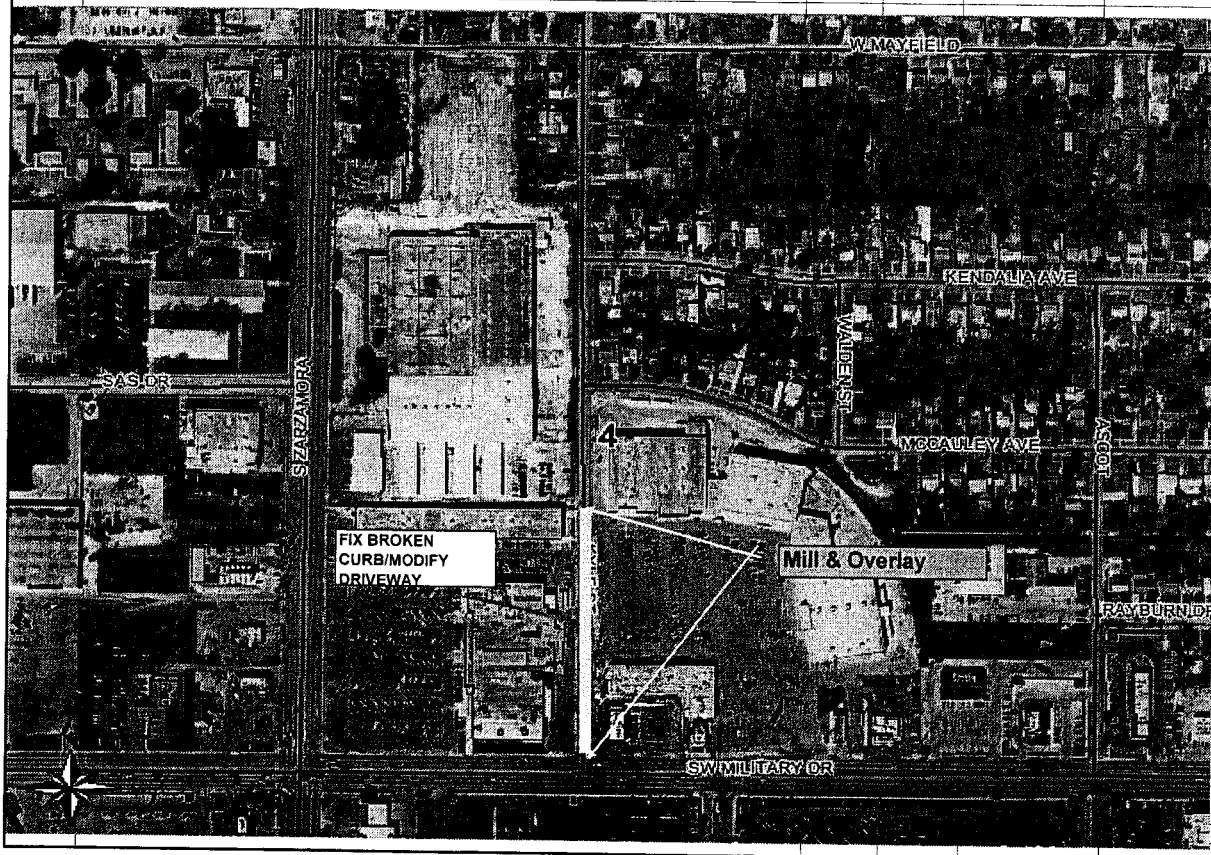
PROJECT NAME/STREET NAME					
Kyle Street (Section 4)					
PROJECT LIMITS					
Kyle from Mayfield to the south line of Lot 5, New City Block 8607 (AKA 6960 S. Zarzamora St.)					
SCOPE					
Propose to perform a Full Depth Reclamation treatment on Kyle from Mayfield to the south line of Lot 5, New City Block 8607 (AKA 6960 S. Zarzamora St.). The length of this proposed project is 1,150 ft (0.34 mile). Curb and gutter, sidewalk (6' wide) attached to curb on west side and 4' wide separated from curb on east side) will be incorporated into the project on both sides of street. Four foot wide sidewalk on east side will stop at McCauley Ave.					
CD				Data Entry Fields	
4				2,300 Curb Construction	
TOTAL PROJECT COST ESTIMATED:				8 Wheelchair Ramps	
\$241,529.23				4 Drive Approach - Commercial	
TSPW#				8 Drive Approach - Residential	
				6 Sidewalk Width	
				2,300 Length of Sidewalk	
				0 Ret Wall Length	
				0 Ret Wall Width	
				0 Ret Wall Height	
				30 Street Width	
				1,150 Street length	
				7,324.00 Project LF Value	
				1.39 Project Mile Value	
Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
103.1	REMOVE CONCRETE CURB	LF	2,300	\$2.19	\$5,037.00
103.2	REMOVE CONCRETE SIDEWALK & DRIVEWAYS	SF	480	\$2.17	\$1,041.60
204.1	ONE COURSE SURFACE TREATMENT	SY	3,833	\$1.00	\$3,833.33
205.3	HOT MIX ASPHALTIC PAVEMENT, Type C-C Modified (2" Compacted depth)	SY	3,833	\$7.97	\$30,551.67
520.0	FULL DEPTH RECLAMATION	SY	3,833	\$3.74	\$14,336.67
501	MACHINE LAID CURB AND GUTTER	LF	2,300	\$15.68	\$36,064.00
502.1	CONCRETE SIDEWALK / WHEELCHAIR RAMP	SY	1,715	\$28.67	\$49,159.49
502.2	RESIDENTIAL DRIVEWAY (more than 100 s.y.)	SY	107	\$46.00	\$4,906.67
502.3	COMMERCIAL DRIVEWAY	SY	53	\$58.13	\$3,099.49
515	TOPSOIL	CY	170	\$14.73	\$2,507.05
516.1	BERMUDA SODDING	SY	1,277	\$4.02	\$5,131.53
999	SIDEWALK DRAIN	EA	5	\$450.00	\$2,250.00
				Sub-Total	\$157,918.49
530	BARRICADES	Per Month		3%	\$4,737.55
100	MOBILIZATION	LS		11%	\$17,371.03
100.1	PREPARING RIGHT OF WAY	LS		4%	\$6,316.74
100.2	PROJECT ADMINISTRATION	LS		15.35%	\$24,240.49
100.3	MATERIAL TESTING	LS		2%	\$3,158.37
	Grand-Total				\$213,742.68
	Contingency			10.00%	\$21,374.27
	Inflation			3.00%	\$6,412.28
				Project Grand Total Estimated Cost	\$241,529.23



Street Maintenance Division

Cost Estimate

PROJECT NAME/STREET NAME					
Kyle Street (Section 5)					
PROJECT LIMITS					
Kyle from the south line of Lot 5, New City Block 8607 to Military					
SCOPE					
Propose to perform a Mill and Overlay treatment on Kyle from the south line of Lot 5, New City Block 8607 to Military Dr.; Repair roadway base structure as needed. The length of this proposed project is 620 ft. Fix broken curb/modify driveway at old H.E.B. location.					
CD					
4					
TOTAL PROJECT COST ESTIMATED:				Data Entry Fields	
\$98,833.03				50 Curb Construction	
TSPW#				0 Wheelchair Ramps	
				2 Drive Approach	
				0 Sidewalk Width	
				0 Length of Sidewalk	
				0 Ret Wall Length	
				0 Ret Wall Width	
				0 Ret Wall Height	
				30 Street Width	
				620 Street length	
				130.00 Project LF Value	
				0.02 Project Mile Value	
Pay Item	Description	Unit	Qty	Unit Cost	Ext. Cost
103.1	REMOVE CONCRETE CURB	LF	50	\$2.19	\$109.50
103.2	REMOVE CONCRETE SIDEWALK & DRIVEWAYS	SF	480	\$2.17	\$1,041.60
204.1	ONE COURSE SURFACE TREATMENT	SY	2,067	\$1.00	\$2,066.67
205.3	HOT MIX ASPHALTIC PAVEMENT, Type C-C Modified (2" Compacted depth)	SY	2,067	\$7.97	\$16,471.33
230.3	Replacing Base & Pvmnt With ATB & Pvmnt (8" Compacted Depth)	SY	620	\$36.77	\$22,797.40
240	MILLING OF ASPHALTIC PAVEMENT (1"-2" Avg.)	SY	2,067	\$10.00	\$20,666.67
501	MACHINE LAID CURB	LF	50	\$5.68	\$284.00
502.1	CONCRETE SIDEWALK / WHEELCHAIR RAMP	SY	0	\$28.67	\$0.00
502.3	COMMERCIAL DRIVEWAY	SY	27	\$38.13	\$1,016.55
515	TOPSOIL	CY	4	\$14.73	\$54.50
516.1	BERMUDA SODDING	SY	28	\$4.02	\$111.56
				Sub-Total	\$64,619.77
530	BARRICADES	Per Month		3%	\$1,938.59
100	MOBILIZATION	LS		11%	\$7,108.17
100.1	PREPARING RIGHT OF WAY	LS		4%	\$2,584.79
100.2	PROJECT ADMINISTRATION	LS		15.35%	\$9,919.13
100.3	MATERIAL TESTING	LS		2%	\$1,292.40
Grand-Total					\$87,462.86
Contingency				10.00%	\$8,746.29
Inflation				3.00%	\$2,623.89
				Project Grand Total Estimated Cost	\$98,833.03



**Kyle Street (Mayfield to Military)
Council District 4**

Attached is a summary of the estimates and scope. HEB is suppose to provide the City \$400,000 to conduct a Capital Improvements Project on Kyle Street.

Scope	Cost
Full Depth Reclamation: Propose to perform a Full Depth Reclamation treatment on Kyle from Mayfield to the south line of Lot 5, New City Block 8607 (AKA 6960 S. Zarzamora St.); The length of this proposed project is 1,150 ft (0.34 mile). Curb and gutter and sidewalk (6' wide attached to curb on west side and 4' wide separated from curb on east side) will be incorporated into the project on both sides of street. Four foot wide sidewalk on east side will stop at McCauley Ave.	\$241,529.23
Mill and Overlay: Propose to perform a Mill and Overlay treatment on Kyle from the south line of Lot 5, New City Block 8607 to Military Dr.; Repair roadway base structure as needed. The length of this proposed project is 620 ft. Fix broken curb/modify driveway at old H.E.B. location.	\$98,833.03
Section 1: Eastside of Kyle from McCauley to driveway at Factory U - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.	\$19,781.13
Section 2: Eastside of Kyle from Driveway at Factory U to 1st driveway south - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot.	\$18,955.74
Section 3: Eastside of Kyle from Driveway at Factory U to 1st driveway south - Replacement of sidewalk, curbs, driveway approach; construct driveway and sidewalk to meet ADA. Removal of existing asphalt between the new construction and sidewalk. Property Owner to landscape the cleared area from the new sidewalk to parking lot and to install barriers to prevent control dumpster placement.	\$8,019.24
Total Costs	\$387,118.37

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract:

HEB Grocery Company, LP

(2) Identify any individual or business entity which is a *partner, parent* or *subsidiary* business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Parent: H.E. Butt Grocery Company
Subsidiary: Hebco Properties Two Inc.
Subsidiary: Parkway Distributors Inc.

(3) Identify any individual or business entity that would be a *subcontractor* on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any *lobbyist* or *public relations firm* employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

Ken Brown and Daniel Ortiz
Brown, P.C.
112 E. Pecan St., Suite 1490
San Antonio, Texas 78205

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Brown, P.C.	Art Hall	\$250.00	05/07/04
Brown, P.C.	Chip Haas	\$250.00	05/27/04
Brown, P.C.	Ron Segovia	\$300.00	06/17/04
Brown, P.C.	Carroll Schubert	\$500.00	08/04/04
Brown, P.C.	Kevin Wolff	\$250.00	08/23/04

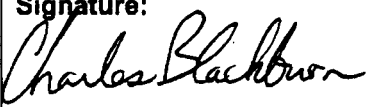
(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: 	Title: Director of Real Estate Law Company: HEB Grocery Company, LP	Date: 9/30/05
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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.