AGENDA

CITY OF HOUSTON . CITY COUNCIL
OCTOBER 14, 2014

MAYOR
ANNISE D. PARKER

CONTROLLER
RONALD C. GREEN

DISTRICT COUNCIL MEMBERS

Brenda Stardig
District A

Richard Nguyen
District F

Jerry Davis
District B

Oliver Pennington
District G

Ellen R. Cohen
District C

Edward Gonzalez
District H

Dwight A. Boykins
District D

Robert Gallegos
District I

Dave Martin
District E

Mike Laster
District J

Larry V. Green
District K

AT-LARGE COUNCIL MEMBERS

Stephen C. Costello
Position 1

Michael Kubosh
Position 3

David W. Robinson
Position 2

C.O. "Brad" Bradford
Position 4

Jack Christie D.C.
Position 5

Marta Crinejo
Director - City Council Agenda

Anna Russell
City Secretary

I n accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 901 Bagby.

Copies of the agenda are available at no charge in the Office of the City Secretary in the City Hall Annex, Public Level. To receive the agenda by mail send check or money order for $52.00 for a one year subscription, made payable to the City of Houston to the attention of the City Secretary, P.O. Box 1562, Houston, Texas 77251. The agenda may also be accessed via the internet at http://www.houstontx.gov.

To reserve time to appear before Council call 832-393-1100 or come to the Office of the City Secretary, City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda.

NOTE: If a translator is required, please advise when reserving time to speak

AGENDA - COUNCIL MEETING Tuesday, October 14, 2014 - 1:30 PM
CITY HALL CHAMBER

INVOCATION AND PLEDGE OF ALLEGIANCE - Council Member Davis

1:30 PM - ROLL CALL

ADOPT MINUTES OF PREVIOUS MEETING

PUBLIC SPEAKERS - Pursuant to City Council Rule 8, City Council will hear from members of the public; the names and subject matters of persons who had requested to speak at the time of posting this Agenda are attached; the names and subject matters of persons who subsequently request to speak may be obtained in the City Secretary's Office.

NOTE: If a translator is required, please advise when reserving time to speak

Speakers List 101414

RECESS

RECONVENE

Wednesday - October 15, 2014 - 9:00 A. M.

DESCRIPTIONS OR CAPTIONS OF AGENDA ITEMS WILL BE READ BY THE CITY SECRETARY PRIOR TO COMMENCEMENT

MAYOR'S REPORT

CONSENT AGENDA NUMBERS 1 through 35

MISCELLANEOUS

1. REQUEST from Mayor for confirmation of the reappointment of the following to the **HARRIS COUNTY-HOUSTON SPORTS AUTHORITY BOARD OF DIRECTORS,** for terms to expire August 31, 2016:
Position One **- PHILAMENA BAIRD**
Position Two **- CHAU NGUYEN TODD**
Position Three **- PAMELA J. GARDNER**

2. REQUEST from Mayor for confirmation of the appointment or reappointment of the following individuals to the **HOUSTON COMMISSION ON DISABILITIES**:
Position Two - **LOUIS J. MAHER**, reappointment, for a term to expire 7/26/2016
Position Three - **MATTHEW P. DICKENS**, appointment, for an unexpired term ending 7/26/2015
Position Four - **BETHANNE ROLLINS FRANCO**, appointment, for a term to expire 7/26/2016
Position Six - **CORNELIUS K. BOOKER**, reappointment, for a term to expire 7/26/16, and to serve as Chair
Position Eight - **CHARLES H. A. LADAY**, reappointment, for a term to expire 7/26/2016
Position Ten - **MONTE C. OSBURN**, reappointment, for a term to expire 7/26/2016
Position Twelve - **TAMIRA ANTWIONETTE COLE**, appointment, for a term to expire 7/26/2016
Alternate Position One - **FRANKIE B. SIMS**, appointment, for an unexpired term ending 7/26/2015
Alternate Position Two - **SHELLEY A. TOWNSEND**, appointment, for a term to expire 7/26/2016
Alternate Position Three - **KAREN MAYER CUNNINGHAM**, appointment, for an unexpired term ending 7/26/2015

ACCEPT WORK

3. RECOMMENDATION from Director General Services Department for approval of final contract amount of $109,945.00 and acceptance of work on contract with **PROGRESSIVE COMMERCIAL AQUATICS, INC** for Pool Plaster at Cloverland, Eastwood, and Mason Parks - **DISTRICTS D - BOYKINS; H - GONZALEZ and I - GALLEGOS**

PROPERTY

4. RECOMMENDATION from Director General Services Department that City Council declare surplus and authorize the sealed bid sale of the following properties:

Parcel S97-028	8002 Westpark, Dr. 77063	**DISTRICT F - NGUYEN**
Parcel SY14-137	12800 Fuqua, St. 77034	**DISTRICT E - MARTIN**
I59-002 and I59-003	7420 Park Place, Blvd. 77087	**DISTRICT I - GALLEGOS**

5. RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Carlos Gutierrez, CFS Consulting, LP, on behalf of Valero Houston Refinery, (Chip Gross, P.E., Director of Regional Public Affairs), for abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys, Parcels SY14-59A through K - **DISTRICT I - GALLEGOS**

6. RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Gerald W. Grissom, Brown & Gay Engineers, Inc., on behalf of Kirby Court Corporation (W. T. Dickey, President), Walaby Realty Partners, Ltd. (W. T. Dickey, President), and Austin Trust Company (Dell Boykin, CEO), for abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey, Parcels SY15-017A, SY15-017B, SY15-030, SY15-031 and DY15-003 - **DISTRICT C - COHEN**

7. RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Bernardo Rios, on behalf of Chris Evans, for abandonment and sale of a 10-foot-wide utility easement, in exchange for conveyance to the City of a 10-foot-wide sanitary sewer easement, both located within Lot 136 of the Ridgewood Addition, Parcels SY14-024 and DY14-007 - **DISTRICT A - STARDIG**

PURCHASING AND TABULATION OF BIDS

8. ORDINANCE appropriating $2,500,000.00 out of Water & Sewer System Consolidated Construction Fund for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department

9. **BRH-GARVER CONSTRUCTION, L.P.** for Emergency Sanitary Sewer Line Repairs for Department of Public Works & Engineering - Funding provided in Item 8 above
This item should only be considered after passage of Item 8 above

ORDINANCES

10. ORDINANCE amending City of Houston Ordinance No. 2014-754, relating to membership of the Houston Transportation Accessibility Task Force

11. ORDINANCE approving and authorizing grant application to the **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES,** Centers for Medicare and Medicaid Services for the support of navigators in federally-facilitated marketplaces in connection with the Houston expansion of ACA Participation Project (the "Grant"); declaring the City's eligibility for such grant; authorizing the Director of the Houston Health & Human Services Department to act as the City's representative in the application process; authorizing the Director of Houston Health & Human Services Department to accept the grant and expend the grant funds, as awarded, and to apply for and accept all subsequent awards, if any, pertaining to the grant

12. ORDINANCE approving and authorizing the acceptance of grant awards from the **UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES** for grant assistance from the Centers for Disease Control and Prevention for the Houston Childhood Lead Poisoning Prevention Program; declaring the City's eligibility for such grant; authorizing the Director of the Houston Department of Health & Human Services or his designee to act as the City's representative to accept and expend the grant funds, as awarded, and to accept all subsequent grant awards pertaining to the program

13. ORDINANCE amending Ordinance Number 2011-998 to increase the maximum contract amount for a contract between the City and **MUNISERVICES, LLC** for Sales/Use Tax Audit and Sales/Use Tax Analysis and Reporting Services - $1,500,000.00 - General Fund

14. ORDINANCE awarding contract to **LONE STAR UNIFORMS, INC** for Apparel, Uniforms for the Houston Fire Department; providing a maximum contract amount - 3 Years with two one-year options - $6,815,567.27 - General Fund

15. ORDINANCE approving and authorizing third amendment to Contract No. C56086 between the City of Houston and **AMERICAN BOTTLING COMPANY OF TEXAS** to extend the contract term (Approved by Ordinance No. 2004-754)

16. ORDINANCE approving and authorizing third amendment to Contract No. C56087 between the City of

Houston and **FRESH BREW GROUP USA, LP** to extend the contract term (Approved by Ordinance No. 2004-754)

17. ORDINANCE appropriating $503,000.00 out of Equipment Acquisition Consolidated Fund for Design/Build Contract between the City of Houston and **TIMES CONSTRUCTION, INC** for the City Hall Annex Elevator Modernization (Approved by Ordinance No. 2014-0433) - **DISTRICT I - GALLEGOS**

18. ORDINANCE approving and authorizing first amendment to Design/Build Contract between the City of Houston and **BARTLETT COCKE GENERAL CONTRACTORS, LLC** for Fire Station No. 67 Expansion and Renovation (Approved by Ordinance 2013-0784) **- DISTRICT B - DAVIS**

19. ORDINANCE relating to the Fiscal Affairs of **LELAND WOODS REDEVELOPMENT AUTHORITY** on behalf of Reinvestment Zone Number Twenty-Two, City of Houston, Texas (Leland Woods Zone); approving the Fiscal Year 2015 Operating Budget for the Zone - **DISTRICT B - DAVIS**

20. MUNICIPAL Setting Designation Ordinance prohibiting the use of designated groundwater beneath a tract of land containing 8.1858 acres commonly known as 600 through 720 West 6th Street, Houston, Harris County, Texas; and supporting issuance of a Municipal Setting Designation by the Texas Commission on Environmental Quality - **DISTRICT C - COHEN**

21. ORDINANCE approving and authorizing Purchase and Sale Agreement, a Special Warranty Deed and a Development Agreement between the City of Houston, Texas, Seller, and **SEARCH HOMELESS SERVICES**, Buyer, to sell 0.2328 acres of land, being Lots 9 and 10, Block 187, S.S.B.B., located at 205 Chartres Street, Houston, Harris County, Texas; for a purchase price of $270,000.00, and other consideration to the City - **DISTRICT I - GALLEGOS**

22. ORDINANCE consenting to the addition of 10.4433 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390**, for inclusion in its district - **DISTRICT D - BOYKINS**

23. ORDINANCE appropriating $114,013.85 out of Metro Projects Construction DDSRF; approving and authorizing an Advance Funding Agreement between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for Memorial Drive Paving and Drainage from North Kirkwood Road to North Eldridge Parkway - **DISTRICT G - PENNINGTON**

24. ORDINANCE appropriating $5,500,000.00 out of Water & Sewer System Consolidated Construction Fund as the third additional appropriation to a Professional Engineering Services Contract between the City of Houston and **CAROLLO ENGINEERS, INC** for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant (Approved by Ordinance No. 2012-0121); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT E - MARTIN**

25. ORDINANCE awarding contract to **ISI CONTRACTING, INC** for Concrete and Asphalt Restoration; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the City; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering testing services and contingencies relating to the construction of facilities - 2 Years with 1 one-year options - $2,846,543.50 - Enterprise Fund

26. ORDINANCE appropriating $1,621,000.00 out of Water & Sewer System Consolidated Construction Fund, awarding contract to **PEPPER-LAWSON WATERWORKS, LLC** for 69th Street Wastewater Treatment Plant - Eddy Current Clutch Drives and Screw Conveyor Replacement; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the City; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering, testing, CIP Cost Recovery, and contingencies relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT H - GONZALEZ**

27. ORDINANCE No. 2014-0909, passed first reading October 8, 2014
ORDINANCE granting to **FCC ENVIRONMENTAL SERVICES, LLC**, **A Delaware Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

28. ORDINANCE No. 2014-0910, passed first reading October 8, 2014
ORDINANCE granting to **BIG R TRUCKING, LLC**, **A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

29. ORDINANCE No. 2014-0911, passed first reading October 8, 2014

ORDINANCE granting to **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

30. ORDINANCE No. 2014-0912, passed first reading October 8, 2014
ORDINANCE granting to **ANDERSON POLLUTION CONTROL, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

31. ORDINANCE No. 2014-0886, passed second reading October 8, 2014
ORDINANCE granting to **CHING LO dba A. URANUS SERVICE**, **A Texas Sole Proprietorship**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

32. ORDINANCE No. 2014-0887, passed second reading October 8, 2014
ORDINANCE granting to **PROGRESSIVE WASTE SOLUTIONS OF TX, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

33. ORDINANCE No. 2014-0888, passed second reading October 8, 2014
ORDINANCE granting to **ARROW SERVICES 123, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

34. ORDINANCE No. 2014-0889, passed second reading October 8, 2014
ORDINANCE granting to **MIGGINS INTERESTS, LLC dba HYDRO TECH UTILITIES, A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

35. ORDINANCE No. 2014-0890, passed second reading October 8, 2014
ORDINANCE granting to **MOUSER CONTAINER SERVICE, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

END OF CONSENT AGENDA

CONSIDERATION OF MATTERS REMOVED FROM CONSENT AGENDA

NON CONSENT AGENDA

NON CONSENT AGENDA - NUMBER 36

NON-CONSENT - MISCELLANEOUS

36. SELECT and confirm the appointment of either **GERALD WOMACK** or **DIANA UNTERMEYER** to Position B13 of the **HOUSTON FIRST CORPORATION BOARD OF DIRECTORS**, for a two year term ending December 31, 2015

MATTERS HELD

37. REVIEW on the record and make determination relative to the appeal from the decision of the Automotive Board, filed by Paul Kubosh and Associates, Attorney at Law, on behalf of Eid's Car Care, 9650 South Kirkwood Drive,77099, regarding the revocation of license
TAGGED BY COUNCIL MEMBERS NGUYEN and PENNINGTON
This was Item 43 on Agenda of October 8, 2014

38. MOTION by Council Member Stardig/Seconded by Council Member Green to **AMEND MOTION #2011-0029**, **1/12/11**, **TO APPOINT** John Fox and David Dominy as independent appraisers to determine the fair market value for the portion of right-of-way on the north side of Wheeler Avenue, ±400 feet from the intersection of Wheeler Avenue and Calhoun Street, to ±368 feet from the intersection of Wheeler Avenue and Cullen Boulevard in exchange for fee-owned land from the University of Houston for the construction of Wheeler Street, from Scott Street east to Calhoun Road, out of the Luke Moore Survey, A-51, Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007 and VY10-039 - **DISTRICT D - BOYKINS**
TAGGED BY COUNCIL MEMBER MARTIN
This was Item 45 on Agenda of October 8, 2014

MATTERS TO BE PRESENTED BY COUNCIL MEMBERS - Council Member Nguyen first

ALL ORDINANCES ARE TO BE CONSIDERED ON AN EMERGENCY BASIS AND TO BE PASSED ON ONE READING UNLESS OTHERWISE NOTED, ARTICLE VII, SECTION 7, CITY CHARTER

NOTE - WHENEVER ANY AGENDA ITEM, WHETHER OR NOT ON THE CONSENT AGENDA, IS NOT READY FOR COUNCIL ACTION AT THE TIME IT IS REACHED ON THE AGENDA, THAT ITEM SHALL BE PLACED AT THE END OF THE AGENDA FOR ACTION BY COUNCIL WHEN ALL OTHER AGENDA ITEMS HAVE BEEN CONSIDERED.

CITY COUNCIL RESERVES THE RIGHT TO TAKE UP AGENDA ITEMS OUT OF THE ORDER IN WHICH THEY ARE POSITIONED IN THIS AGENDA. ALSO, AN ITEM THAT HAS BEEN TAGGED UNDER CITY COUNCIL RULE (HOUSTON CITY CODE 2-2) OR DELAYED TO ANOTHER DAY MAY BE NEVERTHELESS CONSIDERED LATER AT THE SAME CITY COUNCIL MEETING.

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014

Speakers List 101414

Agenda Item#:

ATTACHMENTS:

	Description	Type
🗋	public speakers 101414	Signed Cover sheet

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014

Item Creation Date: 9/30/2014

MYR ~ 2014 Harris County-Houston Sports Authority ReAppt. ltr.

Agenda Item#: 1.

Summary:
REQUEST from Mayor for confirmation of the reappointment of the following to the **HARRIS COUNTY-HOUSTON SPORTS AUTHORITY BOARD OF DIRECTORS,** for terms to expire August 31, 2016:

Position One **- PHILAMENA BAIRD**
Position Two **- CHAU NGUYEN TODD**
Position Three **- PAMELA J. GARDNER**

Background:
Dear Council Members:

Pursuant to Section 335.035 of the Texas Local Government Code, I am reappointing the following individuals to the Harris County-Houston Sports Authority Board of Directors, subject to City Council confirmation:

Philamena Baird, reappointment to Position One, for a term to expire August 31, 2016;
Chau Nguyen Todd, reappointment to Position Two, for a term to expire August 31, 2016;
and
Pamela J. Gardner, reappointment to Position Three, for a term to expire August 31, 2016.
The résumés of the nominees are attached for your review.

Sincerely,

ATTACHMENTS:

Description	Type
MYR ~ 2014 Harris County-Houston Sports Authority ReAppt. ltr.	Signed Cover sheet

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014

Item Creation Date: 9/30/2014

MYR ~ 2014 Houston Commission on Disabilities Appointment ltr

Agenda Item#: 2.

Summary:
REQUEST from Mayor for confirmation of the appointment or reappointment of the following individuals to the **HOUSTON COMMISSION ON DISABILITIES**:

Position Two - **LOUIS J. MAHER**, reappointment, for a term to expire 7/26/2016
Position Three - **MATTHEW P. DICKENS**, appointment, for an unexpired term ending 7/26/2015
Position Four - **BETHANNE ROLLINS FRANCO**, appointment, for a term to expire 7/26/2016
Position Six - **CORNELIUS K. BOOKER**, reappointment, for a term to expire 7/26/16, and to serve as Chair
Position Eight - **CHARLES H. A. LADAY**, reappointment, for a term to expire 7/26/2016
Position Ten - **MONTE C. OSBURN**, reappointment, for a term to expire 7/26/2016
Position Twelve - **TAMIRA ANTWIONETTE COLE**, appointment, for a term to expire 7/26/2016
Alternate Position One - **FRANKIE B. SIMS**, appointment, for an unexpired term ending 7/26/2015
Alternate Position Two - **SHELLEY A. TOWNSEND**, appointment, for a term to expire 7/26/2016
Alternate Position Three - **KAREN MAYER CUNNINGHAM**, appointment, for an unexpired term ending 7/26/2015

Background:
Dear Council Members:

Pursuant to Sections 2-381 and 2-382 of the City of Houston Code of Ordinances, I am appointing or reappointing the following individuals to the Houston Commission on Disabilities, subject to confirmation by City Council:

Louis J. Maher, reappointment to Position Two, for a term to expire July 26, 2016;
Matthew P. Dickens, appointment to Position Three, for an unexpired term ending July 26, 2015;
Bethanne Rollins Franco, appointment to Position Four, for a term to expire July 26, 2016;
Cornelius K. Booker, reappointment to Position Six, for a term to expire July 26, 2016, and to serve as Chair;
Charles H. A. LaDay, reappointment to Position Eight, for a term to expire July 26, 2016;
Monte C. Osburn, reappointment to Position Ten, for a term to expire July 26, 2016;
Tamira Antwionette Cole, appointment to Position Twelve, for a term to expire July 26, 2016;
Frankie B. Sims, appointment to Alternate Position One, for an unexpired term ending July 26, 2015;
Shelley A. Townsend, appointment Alternate Position Two for a term to expire July 26, 2016; and
Karen Mayer Cunningham, appointment to Alternate Position Three, for an unexpired term ending July 26, 2015.

The résumés of the appointees are attached for your review.

Sincerely,

ATTACHMENTS:

Description	Type
MYR ~ 2014 Houston Commission on Disabilities Appointment ltr	Signed Cover sheet

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District D, District H, District I

Item Creation Date: 10/6/2014

25PARK237-AW Progressive Commercial Aquatics, Inc.

Agenda Item#: 3.

Summary:
RECOMMENDATION from Director General Services Department for approval of final contract amount of $109,945.00 and acceptance of work on contract with **PROGRESSIVE COMMERCIAL AQUATICS, INC** for Pool Plaster at Cloverland, Eastwood, and Mason Parks - **DISTRICTS D - BOYKINS; H - GONZALEZ and I - GALLEGOS**

Background:
SPECIFIC EXPLANATION: The General Services Department recommends that City Council approve the original contract amount of $109,945.00, accept the work and authorize final payment to Progressive Commercial Aquatics, Inc. for construction services in connection with the Pool Plaster - Cloverland, Eastwood, and Mason Parks for the Houston Parks and Recreation Department.

PROJECT LOCATIONS:

Park	Address	Key Map	District
Cloverland Park	3801 Hickok	573 L	D
Eastwood Park	5000 Harrisburg	494 T	H
Mason Park	541 South 75th St.	535A	I

PROJECT DESCRIPTION: The project removed and disposed of old plaster in both main and wading pools; installed new plaster in the main and wading pools; and cleaned the pools.

CONTRACT COMPLETION AND COST: The contractor completed the project within 110 days: the original contract time of 90 days, plus 20 days approved by Change Order No. 1. The final cost of the project, including Change Order No. 1, is the original contract amount of $109,945.00.

PREVIOUS CHANGE ORDER: Change Order No. 1 added non-compensable days to the contract.

Prior Council Action:
Ordinance No. 2014-0156, Dated February 26, 2014

Amount of Funding:
$115,442.00 Parks Consolidated Construction Fund (4502)
Previously appropriated

Contact Information:
Jacquelyn L. Nisby **Phone:** 832-393-8023

ATTACHMENTS:

Description	Type
Request for Council Action (RCA)	Signed Cover sheet
Site Map Cloverland	Backup Material
Site Map Eastwood	Backup Material
Site Map Mason	Backup Material
OBO Clearance Request	Backup Material
Award RCA	Backup Material
Award Ordinance	Backup Material
Delinquent Tax Report	Backup Material
Final Completion Certificate	Backup Material
Change Order 1	Backup Material
Final Pay Application	Backup Material
Consent of Surety	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Accept Work Progressive Commercial Aquatics, Inc. Pool Plaster - Cloverland, Eastwood, and Mason Parks WBS No. F-000703-0006-4	**Page** 1 of 1	**Agenda Item**
FROM (Department or other point of origin): General Services Department	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Scott Minnix 10/1/14	**Council District affected:** D,H,I	
For additional information contact: Jacquelyn L. Nisby **Phone:** 832-393-8023	**Date and identification of prior authorizing Council action:** Ordinance No. 2014-0156, Dated February 26, 2014	

RECOMMENDATION: The General Services Department recommends approval of final contract amount of $109,945.00 and acceptance of work on contract with Progressive Commercial Aquatics, Inc. for Pool Plaster - Cloverland, Eastwood, and Mason Parks.

Amount and Source of Funding: No Additional Funding Required **Previous Funding:** **$115,442.00** Parks Consolidated Construction Fund (4502)	**Finance Budget:**

SPECIFIC EXPLANATION: The General Services Department recommends that City Council approve the original contract amount of $109,945.00, accept the work and authorize final payment to Progressive Commercial Aquatics, Inc. for construction services in connection with the Pool Plaster - Cloverland, Eastwood, and Mason Parks for the Houston Parks and Recreation Department.

PROJECT LOCATIONS:

Park	Address	Key Map	District
Cloverland Park	3801 Hickok	573 L	D
Eastwood Park	5000 Harrisburg	494 T	H
Mason Park	541 South 75th St.	535 A	I

PROJECT DESCRIPTION: The project removed and disposed of old plaster in both main and wading pools; installed new plaster in the main and wading pools; and cleaned the pools.

CONTRACT COMPLETION AND COST: The contractor completed the project within 110 days: the original contract time of 90 days, plus 20 days approved by Change Order No. 1. The final cost of the project, including Change Order No. 1, is the original contract amount of $109,945.00.

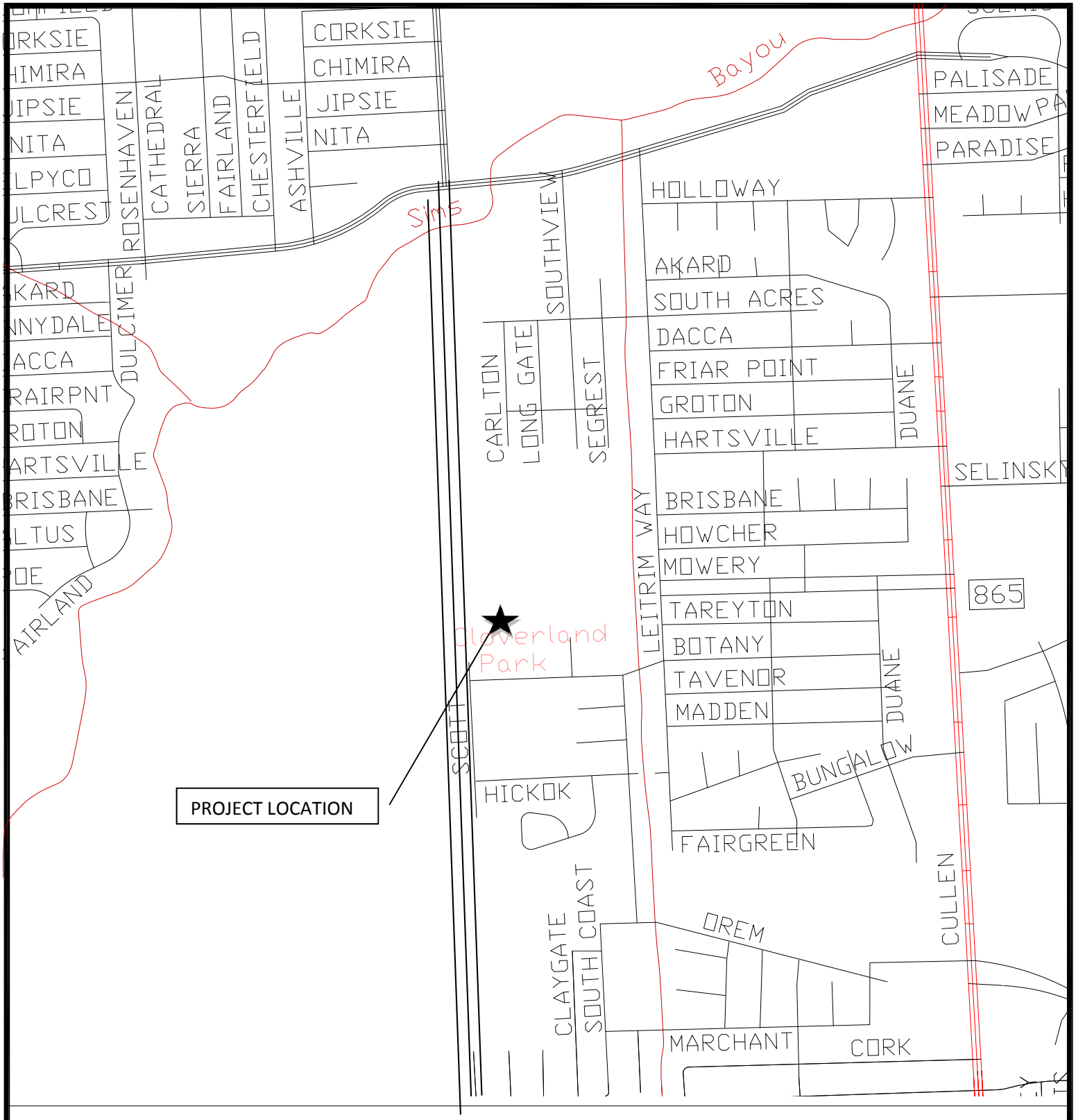
PREVIOUS CHANGE ORDER: Change Order No. 1 added non-compensable days to the contract.

SM:JLN:RAV:LJ:DE:de

c: Marta Crinejo, Mark Ross, Jacquelyn L. Nisby, Carlecia D. Wright, Luci Correa, Calvin Curtis, Morris Scott, Chris Gonzales, File

REQUIRED AUTHORIZATION CUIC #25PARK237

General Services Department:	**Houston Parks and Recreation Department:**
for RAV Richard A. Vella Chief of Design & Construction	Joe Turner Director



Pool Plaster – Cloverland, Eastwood, and Mason Parks

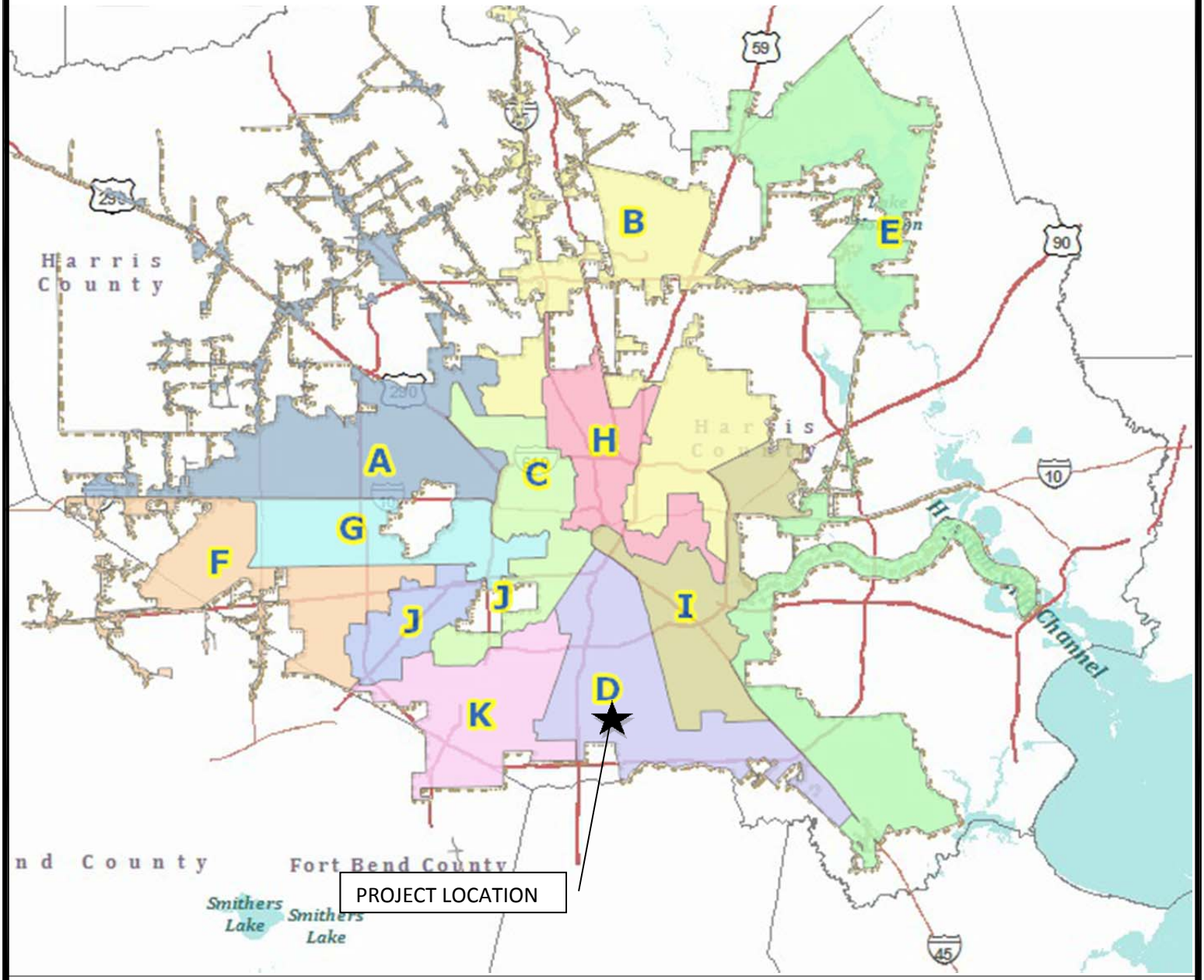
Cloverland Park

3801 Hickok
Houston, TX 77047

COUNCIL DISTRICT "D" | WBS No. F-000703-0006-4 | KEY MAP NO. 573L

CITY OF HOUSTON
HARRIS COUNTY, TEXAS

N

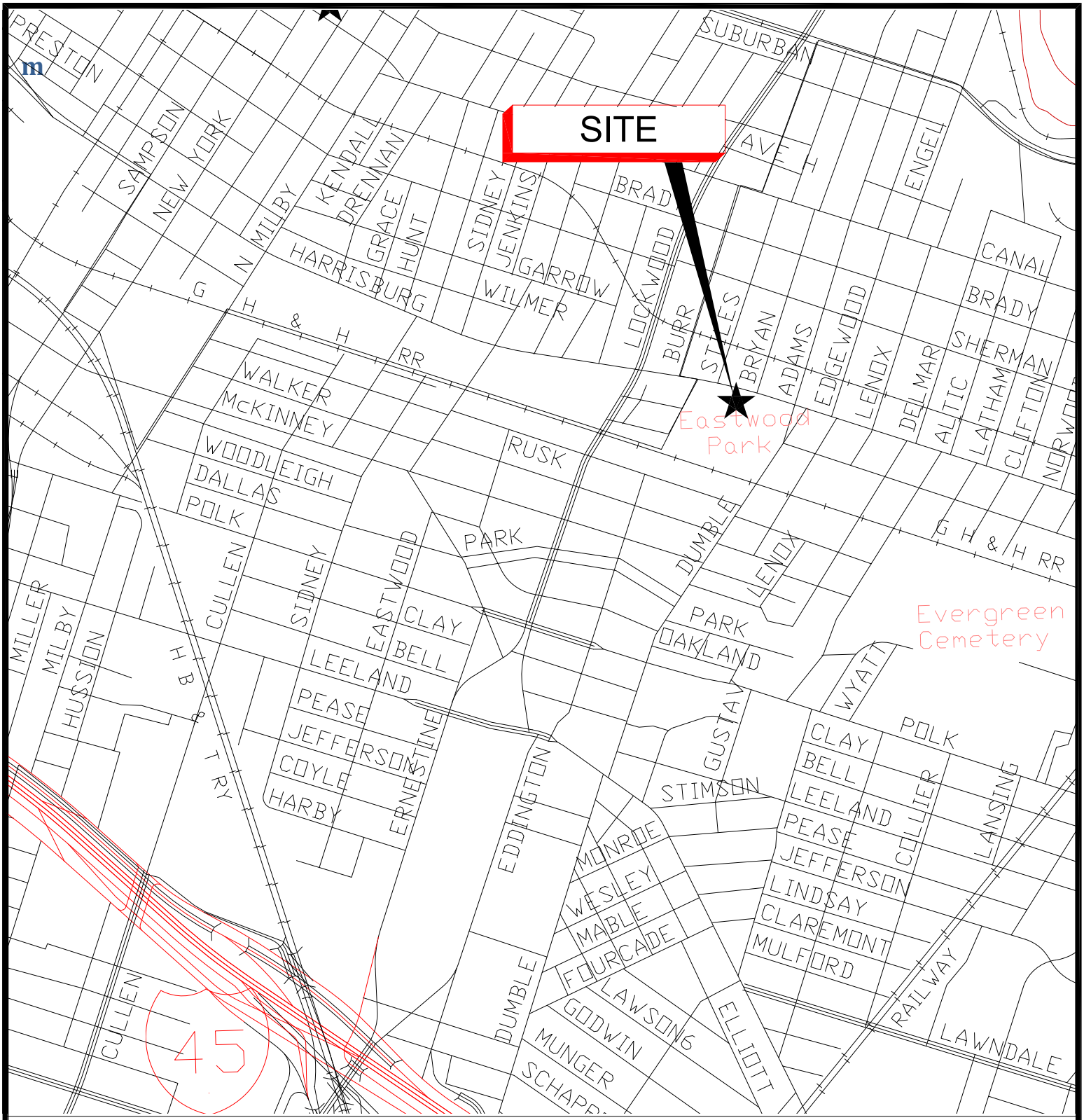


Pool Plaster – Cloverland, Eastwood, and Mason Parks

Cloverland Park

3801 Hickok
Houston, TX 77047

COUNCIL DISTRICT "D" | WBS No. F-000703-0006-4 | KEY MAP NO. 573L



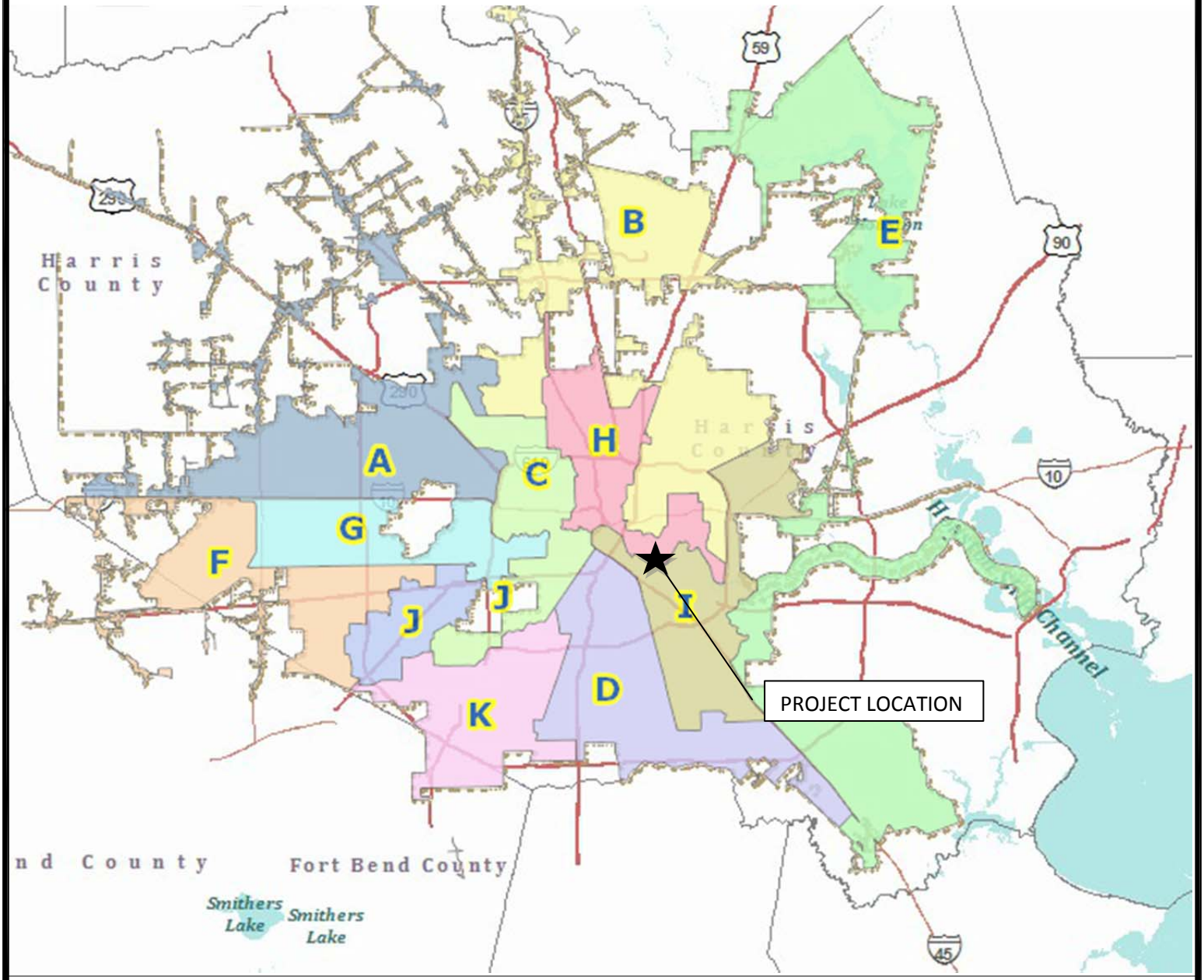
Pool Plaster - Cloverland, Eastwood, and Mason Parks

Eastwood Park

5000 Harrisburg
Houston, TX 77011

COUNCIL DISTRICT "H" | WBS No. F-000703-0006-4 | KEY MAP NO. 494T

CITY OF HOUSTON
HARRIS COUNTY, TEXAS

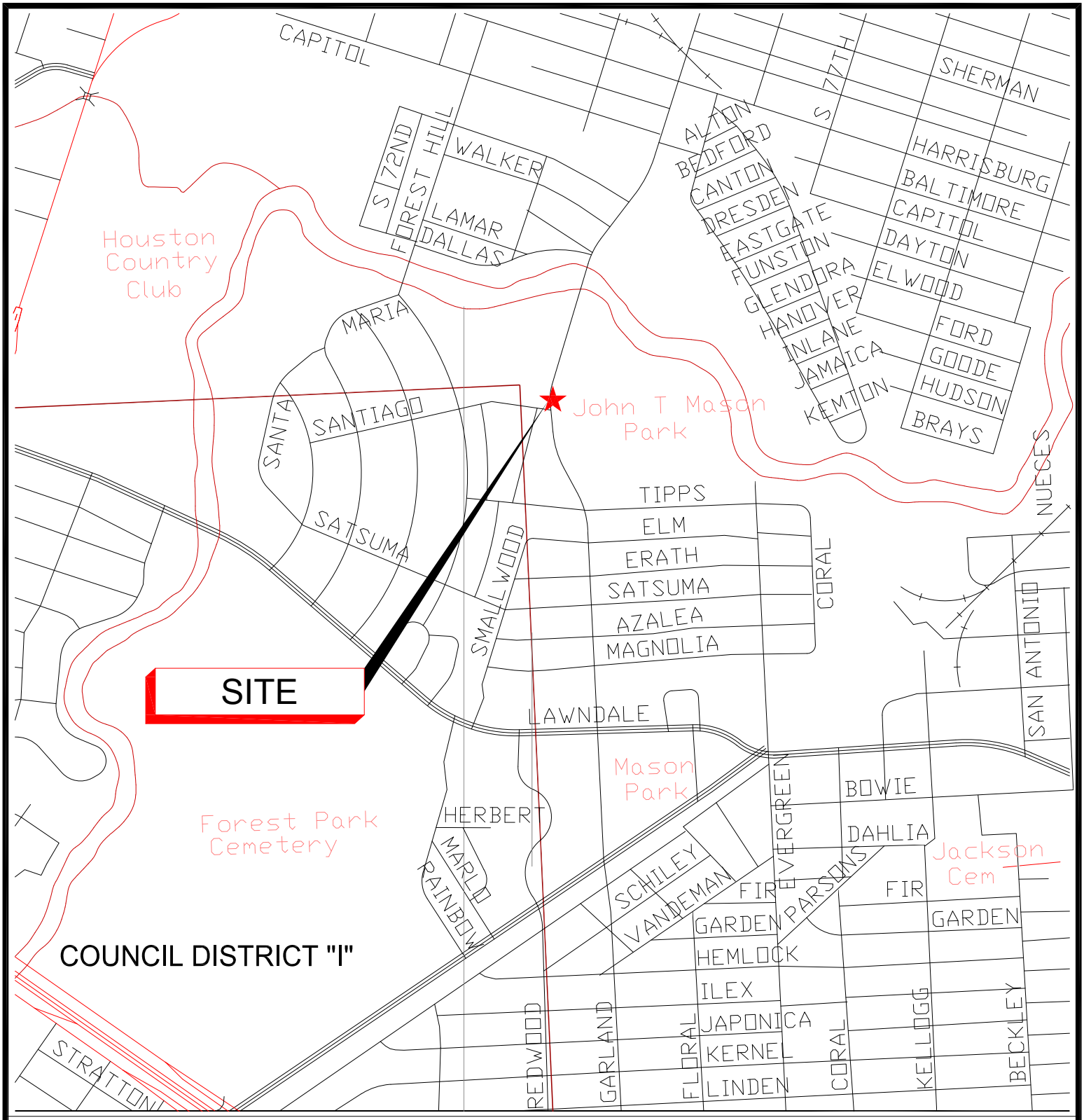


Pool Plaster - Cloverland, Eastwood, and Mason Parks

Eastwood Park

5000 Harrisburg
Houston, TX 77011

COUNCIL DISTRICT "H" | WBS No. F-000703-0006-4 | KEY MAP NO. 494T



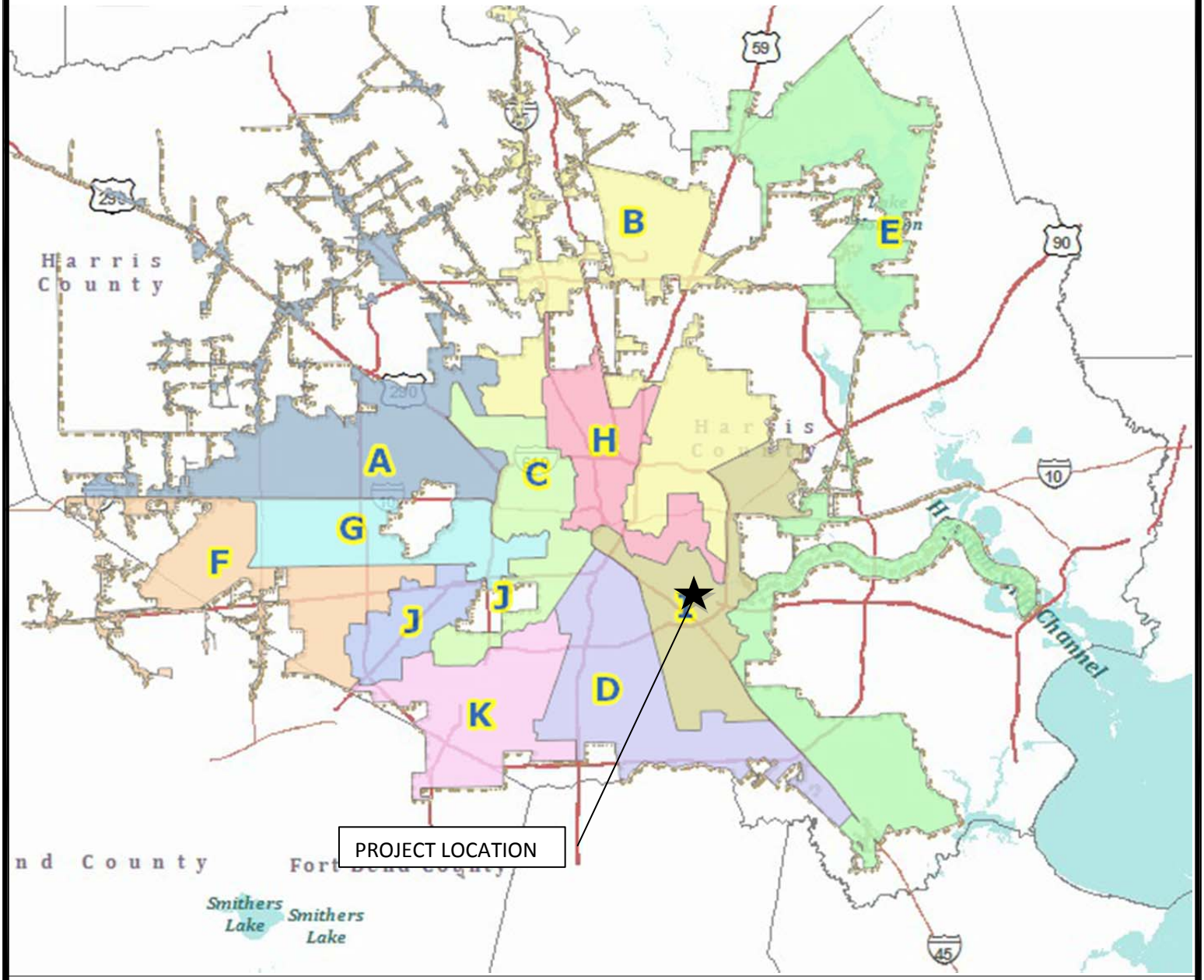
Pool Plaster - Cloverland, Eastwood, and Mason Parks

Mason Park

541 South 75th St
Houston, TX 77023

COUNCIL DISTRICT "I" | WBS No. F-000703-0006-4 | KEY MAP NO. 535A

CITY OF HOUSTON
HARRIS COUNTY, TEXAS



Pool Plaster - Cloverland, Eastwood, and Mason Parks

Mason Park

541 South 75th St
Houston, TX 77023

COUNCIL DISTRICT "I" | WBS No. F-000703-0006-4 | KEY MAP NO.535A

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District E, District F, District I

Item Creation Date: 10/8/2014

25DW4 - Surplus and Sealed Bid

Agenda Item#: 4.

Summary:
RECOMMENDATION from Director General Services Department that City Council declare surplus and authorize the sealed bid sale of the following properties:

Parcel S97-028	8002 Westpark, Dr. 77063	**DISTRICT F - NGUYEN**
Parcel SY14-137	12800 Fuqua, St. 77034	**DISTRICT E - MARTIN**
I59-002 and I59-003	7420 Park Place, Blvd. 77087	**DISTRICT I - GALLEGOS**

Background:
SPECIFIC EXPLANATION: The owning departments have declared Parcels S97-028, SY14-137, and I59-002 and I59-003, as described in the attached Exhibit "A", surplus to their needs. All City departments with land needs have been canvassed and have indicated no interest in the properties. The properties may now be considered surplus to the City's needs and made available for sealed bid sale to the highest bidder in accordance with Section 272.001(a) of the Local Government Code and Section 2-236 of the Houston Code of Ordinances. The department directors of the owning departments concur in this recommendation. Therefore, the General Services Department recommends that City Council:

1. Declare surplus and authorize the sealed bid sale of the following parcels, as fully described in the attached Exhibit "A"; subject to the City's billboard restrictions, all easements, all public utilities and the applicable covenants, conditions and restrictions;

Parcel	Address	Council District
S97-028	8002 Westpark Drive, 77063	F
SY14-137	12800 Fuqua Street, 77034	E
I59-002 and I59-003	7420 Park Place Blvd, 77087	I

2. Authorize the City Secretary to advertise the properties for sealed bid sale to the highest bidder over the established minimum bid amount;
3. Authorize the director of the General Services Department or his designee to return the unsuccessful bidders' deposits; and
4. Authorize the Legal Department to prepare the necessary transaction documents.

SM:HB:JLN:DW:npb xc: Marta Crinejo, Anna Russell, Jacquelyn L. Nisby and Andrew F. Icken

Prior Council Action:
N/A

Amount of Funding:
N/A

Contact Information:
Jacquelyn L. Nisby, 832-393-8023

ATTACHMENTS:

Description	Type
25DW4-Surplus and Sealed Bid RCA	Backup Material
Map - 8002 Westpark	Backup Material
Map - 12800 Fuqua St	Backup Material
Map - 7420 Park Place Blvd	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Declare surplus and authorize sealed bid sale of various properties.		**Page** 1 of 1	**Agenda Item**
FROM (Department or other point of origin): General Services Department	**Origination Date**	**Agenda Date**	
DIRECTOR'S SIGNATURE: 10/1/14 Scott Minnix Scott Minnix	**Council Districts affected:** E, F, I		
For additional information contact: Jacquelyn L. Nisby **Phone:** 832-393-8023	**Date and identification of prior authorizing Council action:**		
RECOMMENDATION: Declare surplus and authorize the sealed bid sale of various City of Houston properties.			
Amount and Source Of Funding: N/A	**Finance Budget:**		

SPECIFIC EXPLANATION: The owning departments have declared **Parcels S97-028, SY14-137, and I59-002 and I59-003**, as described in the attached Exhibit "A", surplus to their needs. All City departments with land needs have been canvassed and have indicated no interest in the properties. The properties may now be considered surplus to the City's needs and made available for sealed bid sale to the highest bidder in accordance with Section 272.001(a) of the Local Government Code and Section 2-236 of the Houston Code of Ordinances. The department directors of the owning departments concur in this recommendation.

Therefore, the General Services Department recommends that City Council:

1. Declare surplus and authorize the sealed bid sale of the following parcels, as fully described in the attached Exhibit "A"; subject to the City's billboard restrictions, all easements, all public utilities and the applicable covenants, conditions and restrictions;

Parcel	**Address**	**Council District**
S97-028	8002 Westpark Drive, 77063	F
SY14-137	12800 Fuqua Street, 77034	E
I59-002 and I59-003	7420 Park Place Blvd, 77087	I

2. Authorize the City Secretary to advertise the properties for sealed bid sale to the highest bidder over the established minimum bid amount;

3. Authorize the director of the General Services Department or his designee to return the unsuccessful bidders' deposits; and

4. Authorize the Legal Department to prepare the necessary transaction documents.

SM:HB:JLN:DW:npb
xc: Marta Crinejo, Anna Russell, Jacquelyn L. Nisby and Andrew F. Icken

REQUIRED AUTHORIZATION CUIC ID# 25 DW 4

General Services Department:		
Humberto Bautista, P.E. Assistant Director		

F &A 011.A Rev. 3/940


Braxton Dr
Hartsdale Dr
Stoney Brook Dr
Fairhill Dr
8002 Westpark Dr., 77063, Parcel #S97-028
Westpark Dr
Westpark Tollway (Toll road)
© 2014 Google
Google earth
1944
29°43'22.91" N 95°30'23.68" W elev 68 ft eye alt 1662 ft


Fuqua St
Palmhill St
2nd St
McGowen Ln
Garlenda Ln
12800 Fuqua St., 77034, Parcel #SY14-137
Gaffney Ln
Rolleston Ln
Middleglen Ln
Hillenberg Ln
Maile Park Dr
Freehill St
Cobden Ct
Gulf Palms Dr
© 2014 Google
Google earth
29°37'10.47" N 95°12'06.17" W elev 39 ft eye alt 2545 ft


Park Pl Blvd
7420 Park Place Blvd., 77087, Parcels #I59-002 / #I59-003
Telephone Rd
Edna St
Juniper
© 2014 Google
Google earth
1944
29°41'05.04" N 95°17'40.02" W elev 41 ft eye alt 1117 ft

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District I

20DOB9438-A&S Parcels SY14-059A through K

Agenda Item#: 5.

Summary:
RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Carlos Gutierrez, CFS Consulting, LP, on behalf of Valero Houston Refinery, (Chip Gross, P.E., Director of Regional Public Affairs), for abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys, Parcels SY14-59A through K - **DISTRICT I - GALLEGOS**

Background:
SPECIFIC EXPLANATION:
Carlos Gutierrez, CFS Consulting, LP, 11301 Fallbrook Drive, Suite 320, Houston, Texas, 77065, on behalf Valero Houston Refinery, (Chip Gross, P.E., Director of Regional Public Affairs), requested the abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. Valero Houston Refinery, the abutting property owner, plans to incorporate the subject streets and easements into the adjacent tracts to facilitate the construction of an office building, a warehouse, a security building, and parking to be outside of the plant production area. Signs notifying the public of the pending street abandonment application were posted for at least thirty days.

This is Part One of a two-step process in which the applicant will first receive a City Council authorized Motion acknowledging the concept of the subject request. Upon the applicant satisfactorily completing all transaction requirements including those enumerated below, the Department of Public Works and Engineering will forward a subsequent recommendation to City Council requesting passage of an Ordinance effecting the sale. The Joint Referral Committee reviewed and approved this request. Therefore, it is recommended:

1. The City abandon and sell 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys;
2. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;

3. The applicant be required to: (a) cut, plug, and abandon the 12-inch sanitary sewer line in the prescriptive easement (former East Avenue S) east of the manhole at the intersection of Central Avenue and East Avenue S and convert it to private service, from Central Avenue east to its terminus. A new private back-end manhole must be constructed at the proposed terminus of the sanitary sewer line east of Central Avenue; (b) cut, plug, and abandon the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue R), from Central Avenue east of the manhole at the intersection of Central Avenue and East Avenue R and convert it to private service, from Central Avenue east to its terminus. Construct a new private back-end manhole at the proposed terminus of the sanitary sewer line east of Central Avenue; (c) convert to private service the 8-inch sanitary sewer line in East Avenue Q, from the 21-inch sanitary sewer line in the prescriptive easement (former East Avenue Q) west in East Avenue Q to its terminus; (d) cut, plug, and abandon the 8-inch sanitary sewer line in East Avenue P east of the manhole at the intersection of Central Avenue and East Avenue P and convert to private service from Central Avenue east in Avenue P to 96th Street; (e) convert to private service the 21-inch sanitary sewer line in 95th Street, from the 8-inch sanitary sewer line in East Avenue O north in 95th Street to the 12-inch sanitary sewer line in the prescriptive easement (former East Avenue S); (f) convert to private

service the 8-inch sanitary sewer line in East Avenue N, from 96th Street west in East Avenue N to its terminus; (g) convert to private service the 8-inch sanitary sewer line in East Avenue O, from 96th Street west in East Avenue O to its terminus; (h) convert to private service the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue Q), from 21-inch sanitary sewer line in 95th Street east in the prescriptive easement to its terminus; (i) convert to private service the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue P), from 96th Street east to its terminus; (j) convert to private service the 10-inch sanitary sewer line in 96th Street, from the 12-inch sanitary sewer line Manchester Avenue north to East Avenue O; (k) construct an 18-inch sanitary sewer line in Central Avenue, from the 12-inch sanitary sewer line at the intersection of East Avenue S and Central Avenue south in Central Avenue ±1,635 feet to Manchester Avenue, then east in Manchester Avenue ±700 feet to connect with the existing 24-inch sanitary sewer line in 95th Street; and (l) pay the depreciated value for the abandonment of the sanitary sewer lines and manholes. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

4. The applicant be required to: (a) convert to private service the 8-inch water line in East Avenue Q, from the 8-inch water line in Central Avenue; (b) convert to private service the 16-inch water line in East Avenue P, from the 20-inch water line in Central Avenue east in East Avenue P to the 8-inch water line in 95th Street; (c) cut, plug, and abandon the 8-inch water line in 95th Street to the 6-inch water line in East Avenue O north to the 16-inch water line in East Avenue P. Also, the 8-inch water line in 95th Street must be converted to private service from the 16-inch water line in East Avenue P north to the 8-inch water line in East Avenue Q; (d) cut, plug, and convert to private service the 12-inch water line in East Avenue P, from the 8-inch water line in 95th Street to the 12-inch water line in 96th Street; (e) cut, plug, and abandon the 6-inch water line in East Avenue O, from the 8-inch water line in 95th Street east in East Avenue O to its terminus; (f) cut, plug, and abandon the 8-inch water line in East Avenue N, from the 8-inch water line in 95th Street east in East Avenue N to its terminus; (g) convert to private service the 12-inch water line in 96th Street by installing a water meter on the 12-inch water line north of the 12-inch water line in Manchester Avenue; (h) for circulation purposes, construct an 8-inch private water line, between the 8-inch water line in East Avenue Q that is to be converted to private service and the 16-inch water line in East Avenue P that is to be converted to private service; (i) relocate the fire hydrant located in the portion of East Avenue O to be abandoned to 95th Street outside of the abandonment area; (j) relocate the fire hydrant located in the portion of 96th Street to be abandoned to Manchester Avenue outside of the abandonment area; (k) cut, plug, and abandon five additional fire hydrants in the abandonment area per current City of Houston Design Manual standards; and (l) pay the depreciated value for the abandonment of the water lines and fire hydrants. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

5. The applicant be required to relocate the two storm sewer inlets in 96th Street to Manchester Avenue. The foregoing item must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;
6. The applicant be required to prepare drawings that show all public utilities (sanitary sewer, water, and storm sewer) that are to be abandoned, relocated, and/or constructed as part of this project and submit drawings to the Office of the City Engineer for plan review and approval. A copy of the Motion shall be attached to the plan set when it is submitted for plan review;

7. The applicant be required to: (a) eliminate the public street appearance of 96th Street on the north side of Manchester Avenue by extending the curb and sidewalk and realigning the ditches along the north side of Manchester Avenue; (b) eliminate the public street appearance of East Avenue N along the east side of 95th Street by constructing fencing or gates across the abandoned street; (c) eliminate the public street appearance of 95th Street at East Avenue O by constructing fencing or gates across the abandoned street along the east and north sides of the intersection. No driveway access is allowed in the street corner radius section; (d) eliminate the public street appearance of East Avenue P by constructing fencing or gates across the abandoned street along the east side of Central Avenue; (e) eliminate the public street appearance of East Avenue Q by constructing fencing or gates across the abandoned street along the east side of Central Avenue; (f) remove all traffic signs in abandonment area and return the signs and poles to the City at 2200 Patterson Street; (g) contact CenterPoint Energy Street Lighting Design Section to deactivate and remove the lights and poles in the abandonment area. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

8. In the interest of expediting the abandonment and sale process, the applicant may choose to provide the City with a Letter of Credit (LOC), subject to the City's concurrence, covering the estimated construction cost for work required in Items 3, 4, 5, and 7 above in lieu of performing such work prior to finalization of the ordinance for this transaction. Should this option be selected, the applicant will be required to provide an LOC showing the City of Houston as beneficiary and in the amount of the estimated construction cost approved by the City. The LOC will be for a specific time period which may be less than but not longer than twelve months from the effective date of the ordinance for this transaction. The Director of PWE or his designee may authorize one extension of the LOC which may be less than but not longer than twelve months, if the applicant has received approved permits and commenced construction of the work required in Items 3, 4, 5, and 7 above within the initial term of the LOC. Should the conditions of the LOC not be satisfied upon expiration of the LOC, a recommendation will be submitted to the City Council to rescind the ordinance that abandoned the City's property interest(s). All funds paid by the applicant will be forfeited. If the applicant wishes to pursue the transaction in the future, the process must begin anew. Upon the applicant's satisfactory completion of the construction-related work as evidenced by written inspection clearance/approval by the Office of the City Engineer, PWE, at the applicant's request the City will release the LOC;

9. The applicant be required to obtain a letter of no objection from each of the privately owned utility companies for the streets being abandoned and sold;

10. The Legal Department be authorized to prepare the necessary transaction documents; and,

11. Inasmuch as the value of the City's property interest is expected to exceed $1,000,000.00, the Director of Public Works and Engineering recommends City Council appoint the following two independent appraisers, Louis Smith and Joseph Stanfield.

Key Map: 535, 535D

Contact Information:

Nancy P. Collins **Phone:** (832) 395-3130
Senior Assistant Director-Real Estate

ATTACHMENTS:

Description	Type
20DOB9438-A&S Parcels SY14-059A through K RCA	Backup Material
20DOB9438-A&S Parcels SY14-059A through K MAP	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. **Parcels SY14-59A through K**	**Page** 1 of 3	**Agenda Item #**
FROM (Department or other point of origin): Department of Public Works and Engineering	**Origination Date** 10/9/14	**Agenda Date**
DIRECTOR'S SIGNATURE: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** I **Key Map:** 535C, 535D	
For additional information contact: NPC Nancy P. Collins **Phone:** (832) 395-3130 Senior Assistant Director-Real Estate	**Date and identification of prior authorizing Council Action:**	

RECOMMENDATION: (Summary) It is recommended City Council approve a Motion authorizing the abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. **Parcels SY14-59A through K**

Amount and Source of Funding: Not Applicable

SPECIFIC EXPLANATION:

Carlos Gutierrez, CFS Consulting, LP, 11301 Fallbrook Drive, Suite 320, Houston, Texas, 77065, on behalf Valero Houston Refinery, (Chip Gross, P.E., Director of Regional Public Affairs), requested the abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. Valero Houston Refinery, the abutting property owner, plans to incorporate the subject streets and easements into the adjacent tracts to facilitate the construction of an office building, a warehouse, a security building, and parking to be outside of the plant production area. Signs notifying the public of the pending street abandonment application were posted for at least thirty days.

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1. The City abandon and sell 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys;

s:\dob\sy14-059.rc1.doc CUIC #20DOB9438

REQUIRED AUTHORIZATION

Finance Department:	**Other Authorization:**	**Other Authorization:**
		Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning and Development Services Division

F&A 011.A Rev. 3/94
7530-0100403-00

2. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;

3. The applicant be required to: (a) cut, plug, and abandon the 12-inch sanitary sewer line in the prescriptive easement (former East Avenue S) east of the manhole at the intersection of Central Avenue and East Avenue S and convert it to private service, from Central Avenue east to its terminus. A new private back-end manhole must be constructed at the proposed terminus of the sanitary sewer line east of Central Avenue; (b) cut, plug, and abandon the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue R), from Central Avenue east of the manhole at the intersection of Central Avenue and East Avenue R and convert it to private service, from Central Avenue east to its terminus. Construct a new private back-end manhole at the proposed terminus of the sanitary sewer line east of Central Avenue; (c) convert to private service the 8-inch sanitary sewer line in East Avenue Q, from the 21-inch sanitary sewer line in the prescriptive easement (former East Avenue Q) west in East Avenue Q to its terminus; (d) cut, plug, and abandon the 8-inch sanitary sewer line in East Avenue P east of the manhole at the intersection of Central Avenue and East Avenue P and convert to private service from Central Avenue east in Avenue P to 96th Street; (e) convert to private service the 21-inch sanitary sewer line in 95th Street, from the 8-inch sanitary sewer line in East Avenue O north in 95th Street to the 12-inch sanitary sewer line in the prescriptive easement (former East Avenue S); (f) convert to private service the 8-inch sanitary sewer line in East Avenue N, from 96th Street west in East Avenue N to its terminus; (g) convert to private service the 8-inch sanitary sewer line in East Avenue O, from 96th Street west in East Avenue O to its terminus; (h) convert to private service the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue Q), from 21-inch sanitary sewer line in 95th Street east in the prescriptive easement to its terminus; (i) convert to private service the 8-inch sanitary sewer line in the prescriptive easement (former East Avenue P), from 96th Street east to its terminus; (j) convert to private service the 10-inch sanitary sewer line in 96th Street, from the 12-inch sanitary sewer line Manchester Avenue north to East Avenue O; (k) construct an 18-inch sanitary sewer line in Central Avenue, from the 12-inch sanitary sewer line at the intersection of East Avenue S and Central Avenue south in Central Avenue ±1,635 feet to Manchester Avenue, then east in Manchester Avenue ±700 feet to connect with the existing 24-inch sanitary sewer line in 95th Street; and (l) pay the depreciated value for the abandonment of the sanitary sewer lines and manholes. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

4. The applicant be required to: (a) convert to private service the 8-inch water line in East Avenue Q, from the 8-inch water line in Central Avenue; (b) convert to private service the 16-inch water line in East Avenue P, from the 20-inch water line in Central Avenue east in East Avenue P to the 8-inch water line in 95th Street; (c) cut, plug, and abandon the 8-inch water line in 95th Street to the 6-inch water line in East Avenue O north to the 16-inch water line in East Avenue P. Also, the 8-inch water line in 95th Street must be converted to private service from the 16-inch water line in East Avenue P north to the 8-inch water line in East Avenue Q; (d) cut, plug, and convert to private service the 12-inch water line in East Avenue P, from the 8-inch water line in 95th Street to the 12-inch water line in 96th Street; (e) cut, plug, and abandon the 6-inch water line in East Avenue O, from the 8-inch water line in 95th Street east in East Avenue O to its terminus; (f) cut, plug, and abandon the 8-inch water line in East Avenue N, from the 8-inch water line in 95th Street east in East Avenue N to its terminus; (g) convert to private service the 12-inch water line in 96th Street by installing a water meter on the 12-inch water line north of the 12-inch water line in Manchester Avenue; (h) for circulation purposes, construct an 8-inch private water line, between the 8-inch water line in East Avenue Q that is to be converted to private service and the 16-inch water line in East Avenue P that is to be converted to private service; (i) relocate the fire hydrant located in the portion of East Avenue O to be abandoned to 95th Street outside of the abandonment area; (j) relocate the fire hydrant located in the portion of 96th Street to be abandoned to Manchester Avenue outside of the abandonment area; (k) cut, plug, and abandon five additional fire hydrants in the abandonment area per current City of Houston Design Manual standards; and (l) pay the depreciated value for the abandonment of the water lines and fire hydrants. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

5. The applicant be required to relocate the two storm sewer inlets in 96th Street to Manchester Avenue. The foregoing item must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

Date:	**Subject:** Abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. **Parcels SY14-59A through K**	**Originator's Initials** DO	**Page 3 of 3**

6. The applicant be required to prepare drawings that show all public utilities (sanitary sewer, water, and storm sewer) that are to be abandoned, relocated, and/or constructed as part of this project and submit drawings to the Office of the City Engineer for plan review and approval. A copy of the Motion shall be attached to the plan set when it is submitted for plan review;

7. The applicant be required to: (a) eliminate the public street appearance of 96th Street on the north side of Manchester Avenue by extending the curb and sidewalk and realigning the ditches along the north side of Manchester Avenue; (b) eliminate the public street appearance of East Avenue N along the east side of 95th Street by constructing fencing or gates across the abandoned street; (c) eliminate the public street appearance of 95th Street at East Avenue O by constructing fencing or gates across the abandoned street along the east and north sides of the intersection. No driveway access is allowed in the street corner radius section; (d) eliminate the public street appearance of East Avenue P by constructing fencing or gates across the abandoned street along the east side of Central Avenue; (e) eliminate the public street appearance of East Avenue Q by constructing fencing or gates across the abandoned street along the east side of Central Avenue; (f) remove all traffic signs in abandonment area and return the signs and poles to the City at 2200 Patterson Street; (g) contact CenterPoint Energy Street Lighting Design Section to deactivate and remove the lights and poles in the abandonment area. All of the foregoing items must be completed at no cost to the City and under the proper permits obtained separately and exclusively from the Office of the City Engineer;

8. In the interest of expediting the abandonment and sale process, the applicant may choose to provide the City with a Letter of Credit (LOC), subject to the City's concurrence, covering the estimated construction cost for work required in Items 3, 4, 5, and 7 above in lieu of performing such work prior to finalization of the ordinance for this transaction. Should this option be selected, the applicant will be required to provide an LOC showing the City of Houston as beneficiary and in the amount of the estimated construction cost approved by the City. The LOC will be for a specific time period which may be less than but not longer than twelve months from the effective date of the ordinance for this transaction. The Director of PWE or his designee may authorize one extension of the LOC which may be less than but not longer than twelve months, if the applicant has received approved permits and commenced construction of the work required in Items 3, 4, 5, and 7 above within the initial term of the LOC. Should the conditions of the LOC not be satisfied upon expiration of the LOC, a recommendation will be submitted to the City Council to rescind the ordinance that abandoned the City's property interest(s). All funds paid by the applicant will be forfeited. If the applicant wishes to pursue the transaction in the future, the process must begin anew. Upon the applicant's satisfactory completion of the construction-related work as evidenced by written inspection clearance/approval by the Office of the City Engineer, PWE, at the applicant's request the City will release the LOC;

9. The applicant be required to obtain a letter of no objection from each of the privately owned utility companies for the streets being abandoned and sold;

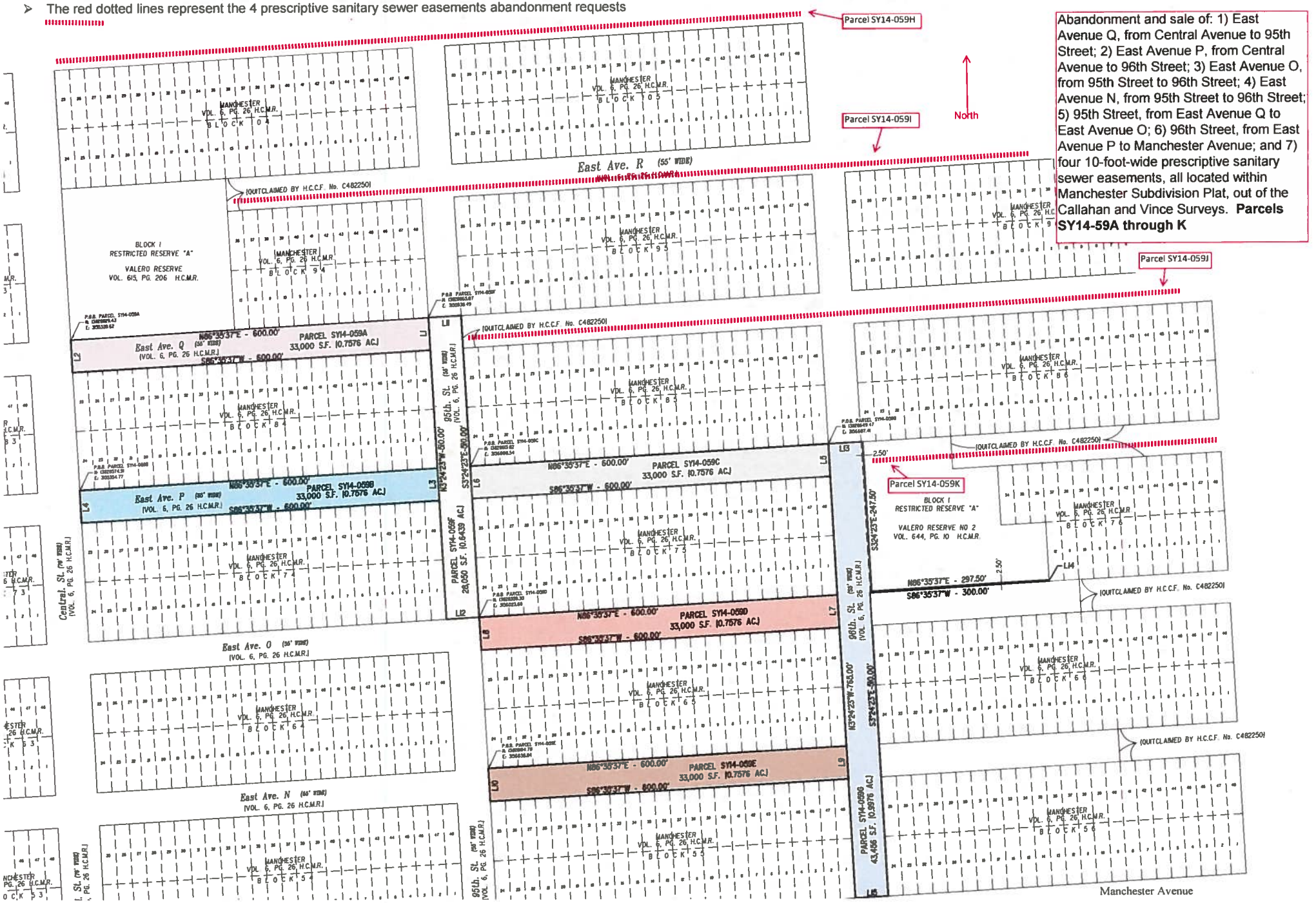
10. The Legal Department be authorized to prepare the necessary transaction documents; and,

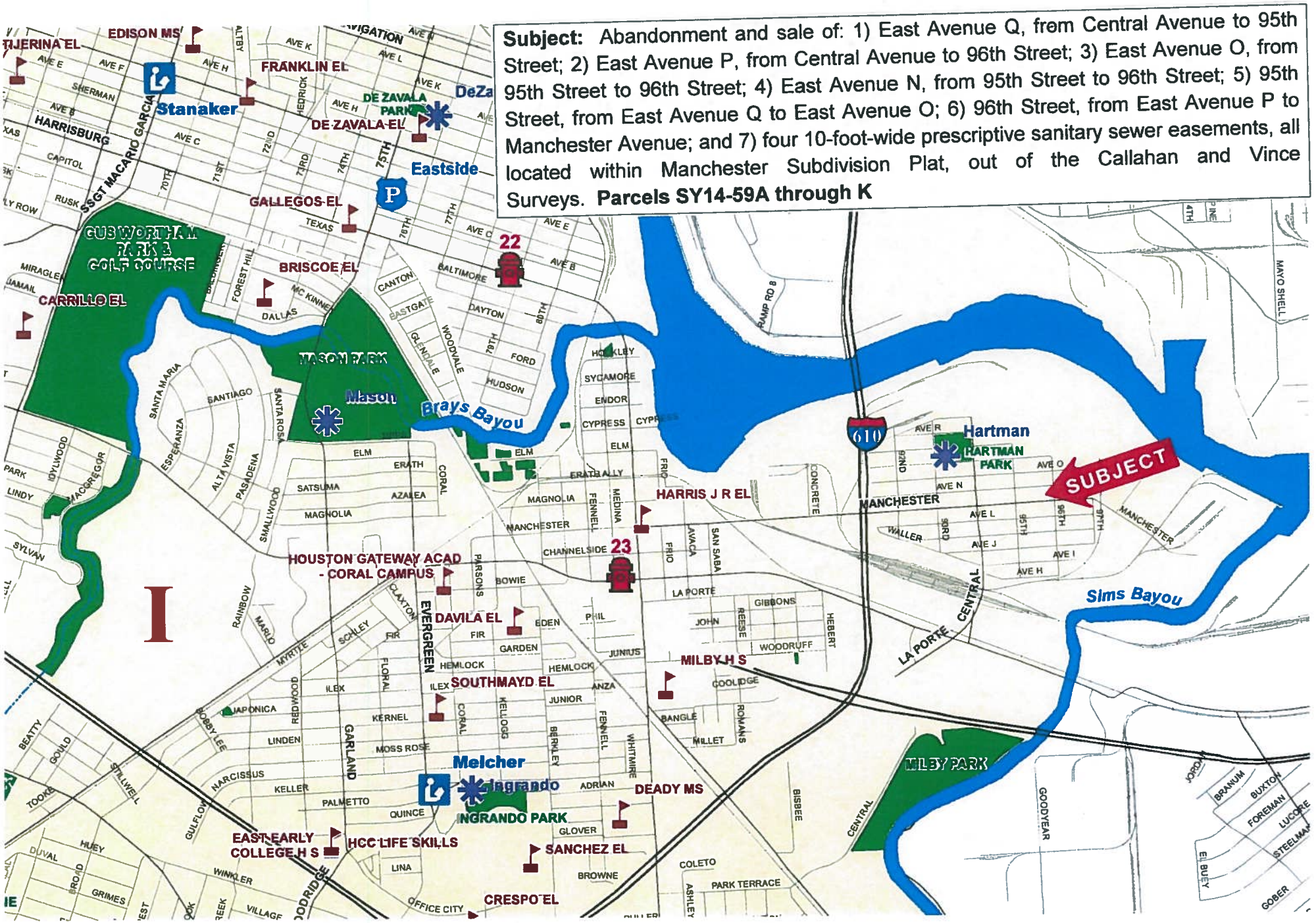
11. Inasmuch as the value of the City's property interest is expected to exceed $1,000,000.00, the Director of Public Works and Engineering recommends City Council appoint the following two independent appraisers, Louis Smith and Joseph Stanfield.

DAR:NPC:dob

c: Jun Chang, P.E., D.WRE
Marta Crinejo
David Feldman
Terry A. Garrison
Daniel Menendez, P.E.
Patrick Walsh, P.E.
Jeffrey Weatherford, P.E., PTOE

- The different colored areas represent individual street abandonment requests
- The red dotted lines represent the 4 prescriptive sanitary sewer easements abandonment requests




Subject: Abandonment and sale of: 1) East Avenue Q, from Central Avenue to 95th Street; 2) East Avenue P, from Central Avenue to 96th Street; 3) East Avenue O, from 95th Street to 96th Street; 4) East Avenue N, from 95th Street to 96th Street; 5) 95th Street, from East Avenue Q to East Avenue O; 6) 96th Street, from East Avenue P to Manchester Avenue; and 7) four 10-foot-wide prescriptive sanitary sewer easements, all located within Manchester Subdivision Plat, out of the Callahan and Vince Surveys. Parcels SY14-59A through K
SUBJECT
Brays Bayou
Sims Bayou
610
I
EDISON MS
FRANKLIN EL
Stanaker
DE ZAVALA EL
DE ZAVALA PARK
Eastside
GALLEGOS EL
GUS WORTHAM PARK & GOLF COURSE
CARRILLO EL
BRISCOE EL
MASON PARK
Mason
HARRIS J R EL
HOUSTON GATEWAY ACAD - CORAL CAMPUS
DAVILA EL
SOUTHMAYD EL
MILBY H S
Melcher
Ingrando
INGRANDO PARK
DEADY MS
EAST EARLY COLLEGE H S
HCC LIFE SKILLS
SANCHEZ EL
CRESPO EL
Hartman
HARTMAN PARK
MILBY PARK
22
23
HARRISBURG
MANCHESTER
LA PORTE
CENTRAL
EVERGREEN
GARLAND
ELM
CORAL
MAGNOLIA
CHANNELSIDE
SYCAMORE
CYPRESS
HEMLOCK
JUNIOR
GARDEN
FIR
ILEX
LINDEN
MOSS ROSE
NARCISSUS
KELLER
PALMETTO
QUINCE
GLOVER
LINA
BROWNE
COLETO
PARK TERRACE
OFFICE CITY
VILLAGE
WINKLER
HUEY
DUVAL
GRIMES
BROAD
GULFLOW
BEATTY
GOULD
STILLWELL
TOOKE
BOBBY LEE
RAINBOW
MYRTLE
SCHLEY
CLAYTON
PARSONS
BOWIE
EDEN
PHIL
JUNIUS
ANZA
ADRIAN
WHITMIRE
BERKLEY
FENNELL
KELLOGG
ROMAN S
BISBEE
GOODYEAR
BRANUM
BUXTON
FOREMAN
LUCORE
STEELMAN
EL BUEY
GOBER
JORDAN
COOLIDGE
MILLET
BANGLE
WOODRUFF
REESE
JOHN
GIBBONS
HEBERT
WALLER
AVE H
AVE I
AVE J
AVE L
AVE N
AVE O
AVE R
95TH
96TH
97TH
3RD
2ND
4TH
PINE
MAYO SHELL
RAMP RD 8
CONCRETE
FRIO
AVALA
SAN SABA
MEDINA
ERATH
SATSUMA
AZALEA
MAGNOLIA
SANTA MARIA
SANTIAGO
SANTA ROSA
ESPERANZA
ALTA VISTA
PASADENA
SMALLWOOD
IDYLWOOD
MACGREGOR
LINDY
SYLVAN
PARK
MIRAGLEN
LAMAR
RUSK
TEXAS
CANTON
EASTGATE
GLENDALE
WOODVALE
FOREST HILL
DALLAS
MC KINNEY
BALTIMORE
DAYTON
FORD
HUDSON
HOCKLEY
ENDOR
SSGT MACARIO GARCIA
HEDRICK
ALTA
SHERMAN
CAPITOL
AVE B
AVE C
AVE E
AVE F
AVE H
AVE K
AVE L
AVE M
72ND
73RD
74TH
75TH
77TH
78TH
80TH
79TH
70TH
71ST

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District C

20CJS9517-Abandonment 10-ft-wide utility easement - Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003

Agenda Item#: 6.

Summary:
RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Gerald W. Grissom, Brown & Gay Engineers, Inc., on behalf of Kirby Court Corporation (W. T. Dickey, President), Walaby Realty Partners, Ltd. (W. T. Dickey, President), and Austin Trust Company (Dell Boykin, CEO), for abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey, Parcels SY15-017A, SY15-017B, SY15-030, SY15-031 and DY15-003 - **DISTRICT C - COHEN**

Background:
Gerald W. Grissom, Brown & Gay Engineers, Inc, 10777 Westheimer, suite 400, Houston, Texas, 77042,on behalf of Kirby Court Corporation (W. T. Dickey, President), Walaby Realty Partners, Ltd. (W. T. Dickey, President), and Austin Trust Company (Dell Boykin, CEO), requested the abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. The applicants plan to construct a multi-family residential development on the subject property.

This is Part One of a two-step process in which the the applicant will first receive a City Council authorized motion acknowledging the concept of the subject request. Upon the applicant satisfactorily completing all transaction requirements including these enumerated below, the Department of Public Works and Engineering will forward a subsequent recommendation to City Council requesting passage of an ordinance effecting the sale. The Joint Referral Committee reviewed and approved this request. Therefore, it is recommended:

1. The City abandon and sell a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey;
2. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;
3. The applicants be required to: (a) cut, plug, and abandon the existing 8-inch sanitary sewer line located within the subject sanitary sewer easement, (b) cut, plug, and abandon the existing 8-inch sanitary sewer line located within the subject utility easement, (c) construct a new 8-inch sanitary sewer line and manholes within the subject utility easement to the sanitary sewer line in Steel Street, (d) relocate any existing service connections to the 12-inch sanitary sewer line i Kipling Street, (e) pay the depreciated value of the sanitary sewer lines and manholes to be abandoned, and (f) complete all of the foregoing items at no cost to the City and under the proper permits obtained through the Office of the City Engineer and separate from any other project permits;
4. The applicant be required to prepare drawings that show all public utilities (sanitary sewer) that are to be abandoned, relocated, and/or constructed as part of this abandonment request and submit the drawings to be Office of the City Engineer for plan review and approval. A copy of the Motion shall be attached to the plan set when it is submitted for plan review;
5. The applicants be required to provide letters of no objection from each of the privately owned utility companies for the street being abandoned;
6. The Legal Department be authorized to prepare the necessary transaction documents; and
7. Inasmuch as the value of the City's property interests are not expected to exceed $1,000,000.00, that the value be established by an independent appraiser appointed by the Director of Public Works and Engineering.

Key Map: 492U

Contact Information:
Nancy P. Collins
Senior Assistant Director-Real Estate
Phone: (832) 395-3130

ATTACHMENTS:

	Description	Type
	20CJS9517-Abandonment 10-ft-wide utility easement - Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003 RCA	Signed Cover sheet
	20CJS9517-Abandonment 10-ft-wide utility easement - Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003 MAP	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Request for the abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. **Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003**	**Page** 1 of 2	**Agenda Item #**
FROM (Department or other point of origin): Department of Public Works and Engineering	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** C CS **Key Map:** 492U	
For additional information contact: Nancy P. Collins 492U **Phone:** (832) 395-3130 Senior Assistant Director-Real Estate	**Date and identification of prior authorizing Council Action:**	

RECOMMENDATION: (Summary) It is recommended City Council approve a motion authorizing the abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. **Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003**

Amount and Source of Funding: Not Applicable	

SPECIFIC EXPLANATION:

Gerald W. Grissom, Brown & Gay Engineers, Inc., 10777 Westheimer, Suite 400, Houston, Texas, 77042, on behalf of Kirby Court Corporation (W.T. Dickey, President), Walaby Realty Partners, Ltd. (W.T. Dickey, President), and Austin Trust Company (Dell Boykin, CEO), requested the abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. The applicants plan to construct a multi-family residential development on the subject property.

This is Part One of a two-step process in which the applicant will first receive a City Council authorized motion acknowledging the concept of the subject request. Upon the applicant satisfactorily completing all transaction requirements including those enumerated below, the Department of Public Works and Engineering will forward a subsequent recommendation to City Council requesting passage of an ordinance effecting the sale. The Joint Referral Committee reviewed and approved this request. Therefore, it is recommended:

1. The City abandon and sell a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey;

2. The applicants be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;

p:\cs\sy15-017.rc1.doc CUIC #20CJS9517

REQUIRED AUTHORIZATION

Finance Department:	**Other Authorization:**	**Other Authorization:**
		Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning and Development Services Division

F&A 011.A Rev. 3/94
7530-0100403-00

3. The applicants be required to: (a) cut, plug, and abandon the existing 8-inch sanitary sewer line located within the subject sanitary sewer easement, (b) cut, plug, and abandon the existing 8-inch sanitary sewer line located within the subject utility easement, (c) construct a new 8-inch sanitary sewer line and manholes within the proposed 20-foot-wide sanitary sewer easement, from the remaining 8-inch sanitary sewer line located within the subject utility easement to the sanitary sewer line in Steel Street, (d) relocate any existing service connections to the 12-inch sanitary sewer line in Kipling Street, (e) pay the depreciated value of the sanitary sewer lines and manholes to be abandoned, and (f) complete all of the foregoing items at no cost to the City and under the proper permits obtained through the Office of the City Engineer and separate from any other project permits;

4. The applicants be required to prepare drawings that show all public utilities (sanitary sewer) that are to be abandoned, relocated, and/or constructed as part of this abandonment request and submit the drawings to the Office of the City Engineer for plan review and approval. A copy of the Motion shall be attached to the plan set when it is submitted for plan review;

5. The applicants be required to provide letters of no objection from each of the privately owned utility companies for the street being abandoned;

6. The Legal Department be authorized to prepare the necessary transaction documents; and

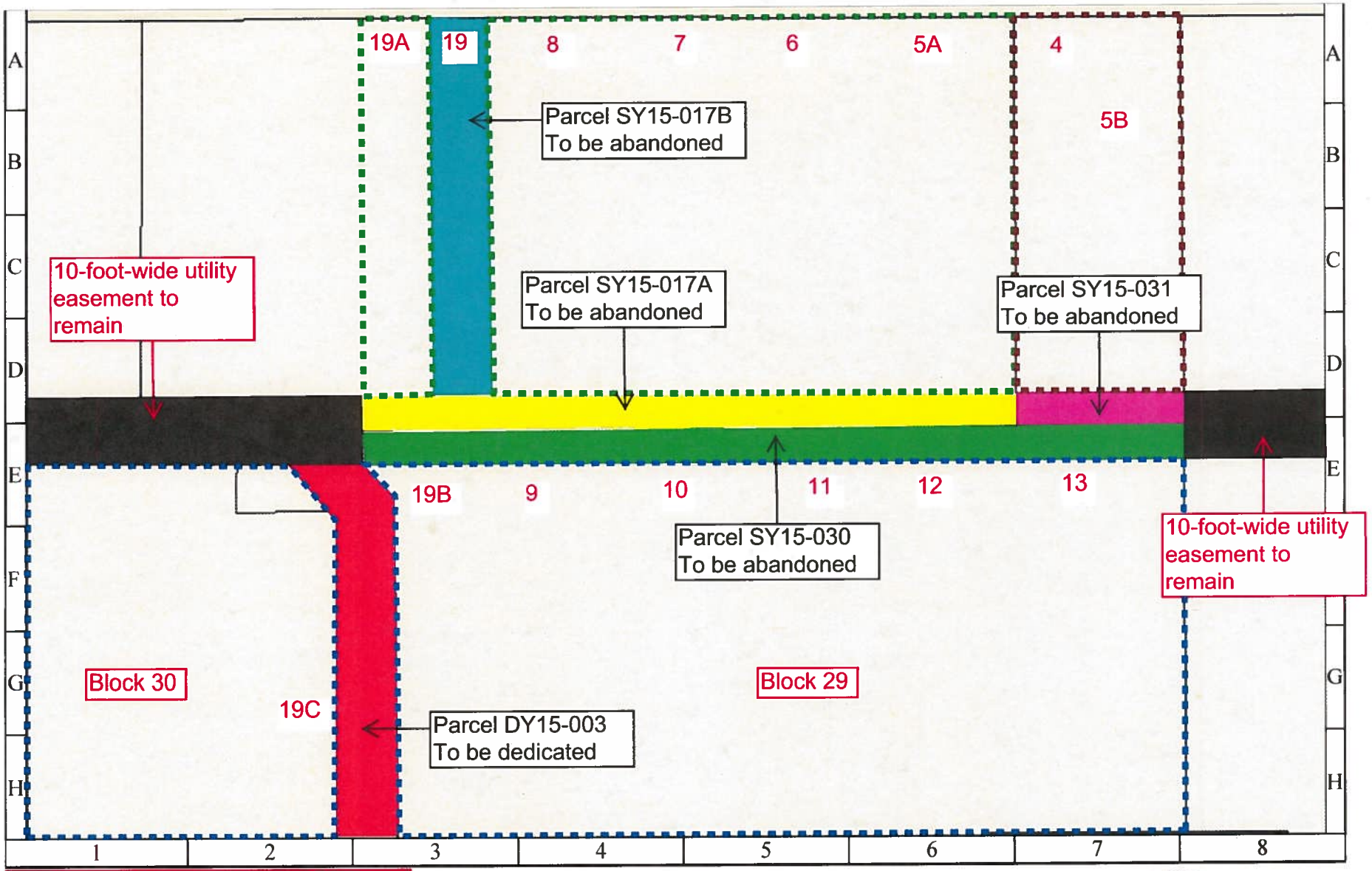
7. Inasmuch as the value of the City's property interests are not expected to exceed $1,000,000.00, that the value be established by an independent appraiser appointed by the Director of Public Works and Engineering.

DAR:NPC:cjs

c: Jun Chang, P.E., D.WRE
Marta Crinejo
David Feldman
Daniel Menendez, P.E.
Patrick Walsh, P.E.

Parcel Map

Subject: Abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003



Legend - Property Ownership

- Kirby Court Corporation
- Austin Trust Company
- Walaby Realty Partners, Ltd.

CITY OF HOUSTON

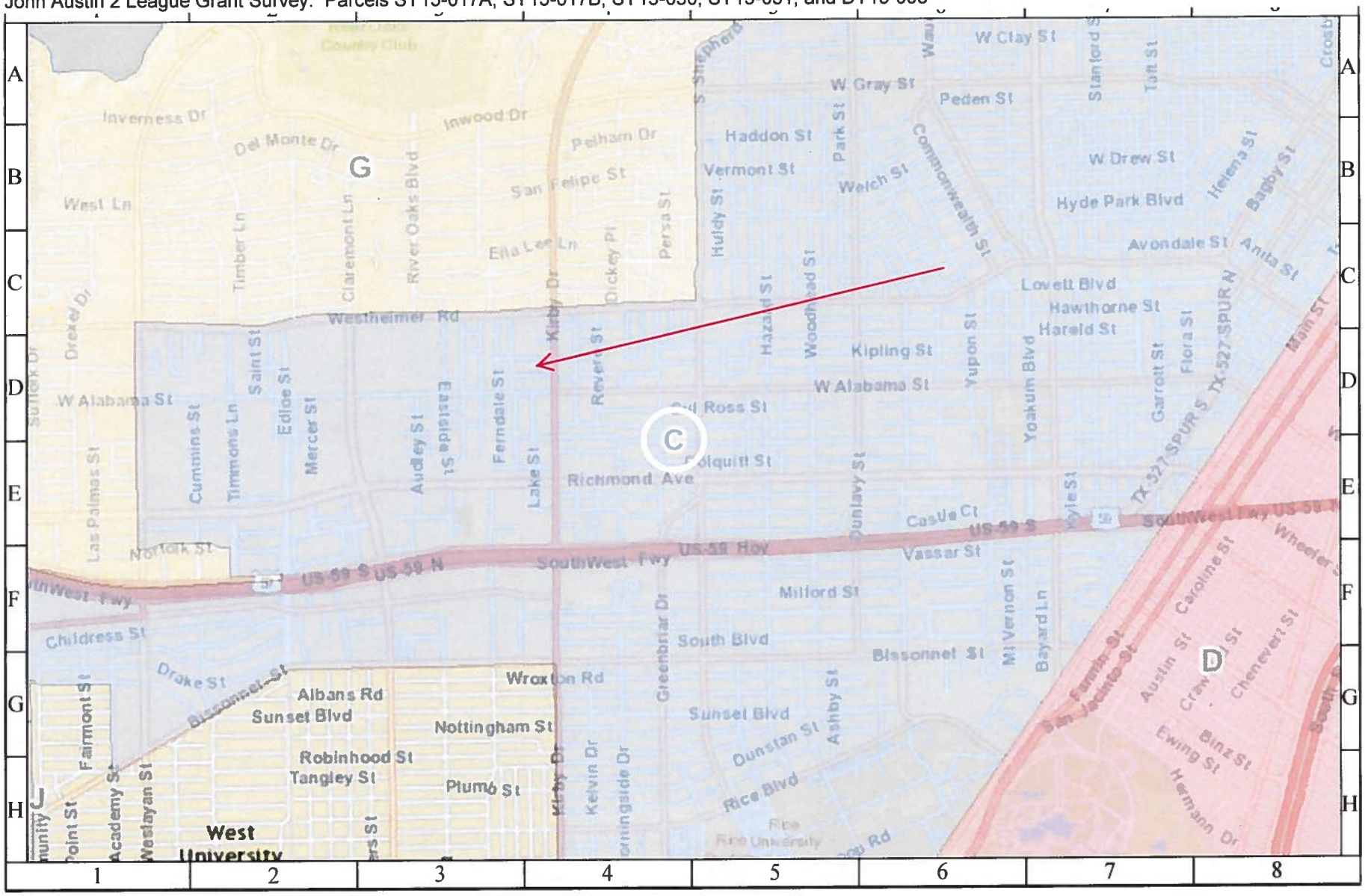
Department of Public Works and Engineering

Geographic Information & Management System (GIMS)

DISCLAIMER: THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO THE CITY. THE CITY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS. FIELD VERIFICATIONS SHOULD BE DONE AS NECESSARY.

Council District C

Subject: Request for the abandonment and sale of a 10-foot-wide utility easement and a 10-foot-wide sanitary sewer easement, within Lots 19 and 19A, Block 29, in exchange for conveyance of a 20-foot-wide sanitary sewer easement within Blocks 29 and 30, all located in the Woodland Heights Annex, out of the John Austin 2 League Grant Survey. Parcels SY15-017A, SY15-017B, SY15-030, SY15-031, and DY15-003



CITY OF HOUSTON

Department of Public Works and Engineering

Geographic Information & Management System (GIMS)

1 inch = 814 feet

DISCLAIMER: THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO THE CITY. THE CITY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS. FIELD VERIFICATIONS SHOULD BE DONE AS NECESSARY.

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District A

20MP9405-A&S 10-ft-wide utility easement - Ridgewood Addition - Parcels SY14-024 and DY14-007

Agenda Item#: 7.

Summary:
RECOMMENDATION from Director Department of Public Works & Engineering, reviewed and approved by the Joint Referral Committee, on request from Bernardo Rios, on behalf of Chris Evans, for abandonment and sale of a 10-foot-wide utility easement, in exchange for conveyance to the City of a 10-foot-wide sanitary sewer easement, both located within Lot 136 of the Ridgewood Addition, Parcels SY14-024 and DY14-007 - **DISTRICT A - STARDIG**

Background:
SPECIFIC EXPLANATION:
Bernardo Rios, 701 East 16th Street, Houston, Texas, 77008, on behalf of Chris Evans, requested the abandonment and sale of a 10-foot-wide utility easement located within Lot 136 of the Ridgewood Addition. Bernardo Rios plans to purchase the parent tract of land from Chris Evans, the property owner, and demolish the existing structure to construct a new single family residence after passage of an ordinance abandoning the subject utility easement.

This is Part One of a two-step process in which the applicant will first receive a City Council authorized Motion acknowledging the concept of the subject request. Upon the applicant satisfactorily completing all transaction requirements including those enumerated below, the Department of Public Works and Engineering will forward a subsequent recommendation to City Council requesting passage of an Ordinance effecting the abandonment and sale. The Joint Referral Committee reviewed and approved this request subject to the conveyance of a 10-foot-wide sanitary sewer easement. Therefore, it is recommended:

1. The City abandon and sell a 10-foot-wide utility easement, in exchange for conveyance to the City of a 10-foot-wide sanitary sewer easement, both located within Lot 136 of the Ridgewood Addition;

2. The applicant be required to furnish the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property;

3. The applicant be required to: (a) cut, plug, and abandon the 8-inch sanitary sewer line, from the south right-of-way line of Algregg Street south to manhole #II121043 of the 8-inch sanitary sewer line in the utility easement along the south property line of Lot 136; (b) cut, plug, and abandon the 8-inch sanitary sewer line that runs along the south property line of Lot 136, from manhole #II121043 to the proposed 10-foot-wide sanitary sewer easement along the east property line; (c) construct an 8-inch sanitary sewer line in a casing pipe, from manhole #II121043 to the east property line of Lot 136 and along the east property line north to Algregg Street, then west to the existing 8-inch sanitary sewer line in Beverly Street; (d) relocate any existing service connections to the proposed 8-inch sanitary sewer line; (e) complete all of the foregoing items at no cost to the City and under the proper permits obtained through the Office of the City Engineer (OCE) and separate from any other project permits;

4. The applicant be required to prepare drawings that show all public utilities (sanitary sewer) that are to be abandoned, relocated, and/or constructed as part of this project and submit a drawing to the Office of the City Engineer for plan review and approval. A copy of the Motion shall be attached to the plan set when it is submitted for plan review;

5. The applicant be required to obtain a letter of no objection from each of the privately owned utility companies for the utility easement being abandoned and sold;

6. The Legal Department be authorized to prepare the necessary transaction documents; and

7. Inasmuch as the value of the City's property interest is not expected to exceed $50,000.00, that the value be established by staff appraisal, according to City policy.

Contact Information:
Nancy P. Collins
Senior Assistant Director-Real Estate
Phone: (832) 395-3130

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District B

Item Creation Date: 10/7/2014

10213- Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department - Ordinance

Agenda Item#: 8.

Summary:
ORDINANCE appropriating $2,500,000.00 out of Water & Sewer System Consolidated Construction Fund for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department

Background:
The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of $2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

Amount of Funding:
$2,500,000.00

Source of Funding:
Other (Specify)

Water and Sewer System Consolidated Construction Fund (8500)

Contact Information:

David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Martin L. King, Sr. Staff Analyst	SPD	832-393-8705

ATTACHMENTS:

Description	Type
RCA for Appropriation	Signed Cover sheet
Ordinance	Ordinance/Resolution/Motion
Form A (Fair Campaign Ord)	Backup Material
Form B	Backup Material
Department Approval	Backup Material
Tax Report	Backup Material

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 10213-2

Subject: Approve an Appropriation Ordinance WBS No.R-000019-0089-4	Category # 4	Page 1 of 1	Agenda Item

FROM (Department or other point of origin): Calvin D. Wells City Purchasing Agent Finance Department	**Origination Date** September 08, 2014	**Agenda Date**
DIRECTOR'S SIGNATURE Calvin D Wells	**Council District(s) affected** B	
For additional information contact: David Guernsey **Phone:** (832) 395-3640 Ray DuRousseau **Phone:** (832) 393-8726	**Date and Identification of prior authorizing Council Action:**	

RECOMMENDATION: (Summary)

Approve an ordinance authorizing the appropriation of $2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

Spending Authority: $2,500,000.00	**Finance Budget**
$2,500,000.00 - Water and Sewer System Consolidated Construction Fund (8500)	

SPECIFIC EXPLANATION:

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve an ordinance authorizing the appropriation of $2,500,000.00 out of the Water and Sewer System Consolidated Construction Fund (8500) for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

REQUIRED AUTHORIZATION

Finance Department:	Other Authorization:	Other Authorization:

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.

( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

( ) Other - Grant Funds Available

Date:_____, 20___City Controller of the City of Houston, Texas

FUND REF: AMOUNT: ENCUMB. NO.

City of Houston, Texas Ordinance No. _____

AN ORDINANCE APPROPRIATING THE SUM OF $2,500,000.00 OUT OF THE WATER AND SEWER SYSTEM CONSOLIDATED CONSTRUCTION FUND FOR EMERGENCY SANITARY SEWER LINE REPAIRS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: The sum of **$2,500,000.00** out of the **Water and Sewer System Consolidated Construction Fund.**

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this _____ day of _____, 20_____.

APPROVED this _____ day of _____, 20_____.

_____
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

Prepared by the Strategic Purchasing Division / FIN, Martin L. King at Extension 3-8705

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

9-24-2014
Date

D Gray
Legal Assistant

(Basic Form GMS159: AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 _____)

Certificate of City Controller

I, Ronald C. Green, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **$2,500,000.00** required for Emergency Sanitary Sewer Line Repairs for the Public Works and Engineering Department do hereby certify as follows:

(a) The sum of **$2,500,000.00** will be funded from public improvement bond proceeds and/or public improvement commercial paper proceeds (first-in-first-out basis) pursuant to Ordinance No. 93-1409 authorizing the creation of the Water and Sewer System Consolidated Construction Fund (8500). To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.

(b) To the extent that the **$2,500,000.00** will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the Water and Sewer System Commercial Paper Ordinance, Ordinance No. 93-1209.

_____
City Controller

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District B

Item Creation Date: 10/7/2014

10213- Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department - Motion

Agenda Item#: 9.

Summary:
BRH-GARVER CONSTRUCTION, L.P. for Emergency Sanitary Sewer Line Repairs for Department of Public Works & Engineering - Funding provided in Item 8 above
This item should only be considered after passage of Item 8 above

Background:
The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve payment to BRH-Garver Construction, L.P. in an amount not to exceed $2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department and that authorization be given to issue an automated (SAP) purchase order to BRH-Garver Construction, L.P. and allow progress payments without further Council action

On May 9, 2014, the 90-inch gravity sanitary sewer line along Smith Road, upstream from the Northbelt Wastewater Treatment Plant (NWWTP), was damaged by boring and drilling operations being conducted outside of the NWWTP facility. Repairs were needed immediately to stop the infiltration of mud and debris into the NWWTP's influent, and prevent further damage to the sanitary sewer line, lift station and pumping equipment. Emergency response was also needed to prevent raw sewage from posing an environmental threat as well as a health and safety hazard to the general public, as promulgated by Federal and State regulations. The Strategic Procurement Division issued an emergency purchase order on May 30, 2014 to address this emergency.

The scope of work required the contractor to provide all labor, materials, equipment, permits, insurance, supervision and transportation necessary to immediately mobilize, provide traffic control and setup and maintain a bypass around the broken sewer line. The repair work, which began on June 9th, included, but was not limited to, plugging upstream of the repair location, dewatering the repair site, structural repair of two holes in the sanitary sewer line to prevent active infiltration, and internal point repair of 10 linear feet of pipe. Subsequent to the aforementioned, the contractor will properly remove, transport and dispose of the accumulated sewage and debris in compliance with the State of Texas environmental regulations. The contractor has completed 80% of the work and is scheduled to complete the entire project on or before October 15, 2014.

This recommendation is made pursuant to Chapter 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

Amount of Funding:
$2,500,000.00

Source of Funding:
Other (Specify)

Water and Sewer System Consolidated Construction Fund (8500)

Contact Information:

David Guernsey, Assistant Director	PWE	832-395-3640
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Martin L. King, Sr. Staff Analyst	SPD	832-393-8705

ATTACHMENTS:

Description	Type
RCA for motion	Signed Cover sheet

Form A (Fair Campaign Ord)	Backup Material
Form B	Backup Material
Department Approval	Backup Material
Tax Report	Backup Material

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA# 10213**

Subject: Emergency Sanitary Sewer Line Repairs for the Public Works & Engineering Department S12-E25144	Category # 4	Page 1 of 1	Agenda Item

FROM (Department or other point of origin):	**Origination Date**	**Agenda Date**
Calvin D. Wells City Purchasing Agent Finance Department	September 08, 2014	
DIRECTOR'S SIGNATURE Calvin D Wells	**Council District(s) affected** B	
For additional information contact: David Guernsey **Phone:** (832) 395-3640 Ray DuRousseau **Phone:** (832) 393-8726	**Date and Identification of prior authorizing Council Action:**	

RECOMMENDATION: (Summary)

Approve payment to BRH-Garver Construction, L.P. for a total amount not to exceed $2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department.

Spending Authority: $2,500,000.00	**Finance Budget**

$2,500,000.00 - Water and Sewer System Consolidated Construction Fund (8500) WBS No.R-000019-0089-4

SPECIFIC EXPLANATION:

The Director of the Public Works & Engineering Department and the City Purchasing Agent recommend that City Council approve payment to BRH-Garver Construction, L.P. in an amount not to exceed $2,500,000.00 for emergency sanitary sewer line repairs for the Public Works & Engineering Department and that authorization be given to issue an automated (SAP) purchase order to BRH-Garver Construction, L.P. and allow progress payments without further Council action.

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This recommendation is made pursuant to Chapter 252.022 (a) (2) of the Texas Local Government Code for exempted procurements.

Buyer: Martin L. King

REQUIRED AUTHORIZATION

Finance Department:	Other Authorization:	Other Authorization:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 10/10/2014

ACCESSIBILITY TASK FORCE

Agenda Item#: 10.

Summary:
ORDINANCE amending City of Houston Ordinance No. 2014-754, relating to membership of the Houston Transportation Accessibility Task Force

Background:
SUBJECT: An ordinance amending City of Houston Ordinance No. 2014-754 relating to membership of the Houston Transportation Accessibility Task Force.

RECOMMENDATION: (Summary)
Adopt an ordinance amending City of Houston Ordinance No. 2014-754, relating to membership of the Houston Transportation Accessibility Task Force.

SPECIFIC EXPLANATION:

On August 6, 2014, Council approved Ordinance 2014-754 that amended Chapter 46 of the Code of Ordinances. Included in that ordinance was the creation of a Houston Transportation Accessibility Task Force. The purpose of the Task Force is to study transportation needs of persons with disabilities, assess the number of wheelchair accessible vehicles-for-hire available for use, assess response times for wheelchair accessible vehicles, and provide recommendations on the availability of wheelchair accessible vehicles-for-hire.

The Task Force is currently comprised of 11 members and on alternate, with a majority of members from the disabilities community. It has now come to the Administration's attention that there is a need to add a position to the Task Force in order to ensure that a full range and diversity of perspectives are represented. Additional membership allows the makeup of the Task Force to better reflect the diversity of stakeholders in the community and the changing nature of the Transportation Network Company industry. Therefore, Council is being asked to amend Ordinance 2014-754 to add a position 12 to the Task Force.

Contact Information:
Lara Cottingham 832-393-8503
Kathryn Bruning 832-394-9414

ATTACHMENTS:

Description	Type
RCA	Backup Material
Ordinance	Signed Cover sheet

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: An Ordinance amending City of Houston Ordinance no. 2014-754, relating to membership of the Houston Transportation Accessibility Task Force.	**Page 1 of 1**	**Agenda Item #**
FROM (Department or other point of origin): Tina Paez, Director Administration and Regulatory Affairs	**Origination Date** 10/10/2014	**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council District affected:** All	
For additional information contact: Phone: Lara Cottingham (832) 393-8503 Kathryn Bruning (832) 394-9414	**Date and identification of prior authorizing Council action:** August 6, 2014: Ordinance no. 2014-754	

RECOMMENDATION: (Summary)
Adopt an Ordinance amending City of Houston Ordinance no. 2014-754, relating to membership of the Houston Transportation Accessibility Task Force.

Amount and Source of Funding:
None

SPECIFIC EXPLANATION:

On August 6, 2014 City Council approved Ordinance 2014-754 that amended Chapter 46 of the Code of Ordinances. Included in that Ordinance was the creation of a Houston Transportation Accessibility Task Force. The purpose of the Task Force is to study transportation needs of persons with disabilities, assess the number of wheelchair accessible vehicles-for-hire available for use, assess response times for wheelchair accessible vehicles, and provide recommendations on the availability of wheelchair accessible vehicles-for-hire.

The Task Force is currently comprised of 11 members and one alternate, with a majority of members from the disabilities community. It has now come to the Administration's attention that there is a need to add a position to the Task Force in order to ensure that a full range and diversity of perspectives are represented. Additional membership allows the makeup of the Task Force to better reflect the diversity of stakeholders in the community and the changing nature of the Transportation Network Company industry. Therefore, Council is being asked to amend Ordinance 2014-754 to add a position 12 to the Task Force.

City of Houston, Texas, Ordinance No. 2014-_____

AN ORDINANCE AMENDING CITY OF HOUSTON ORDINANCE NO. 2014-754, RELATING TO MEMBERSHIP OF THE HOUSTON TRANSPORTATION ACCESSIBILITY TASK FORCE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the City of Houston ("City") is a home-rule municipality pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, Section 215.073 of the Local Government Code provides that a home-rule municipality may license, fix the charges or fares made by, or otherwise regulate any person who owns, operates, or controls any type of vehicle used on the public streets or alleys of the municipality for carrying passengers or freight for compensation; and

WHEREAS, the Administrative and Regulatory Affairs Department ("ARA") is responsible for the oversight and implementation of the City's regulations concerning all vehicles for hire operating within the City; and

WHEREAS, it is the policy of the City that all persons providing vehicle for hire transportation services in the City do so in a manner consistent with making available and providing safe, clean, reliable, equivalent and consistent transportation services to the riding public; and

WHEREAS, in furtherance of the City's aspirational goal that within five years not less than five percent of the vehicles for hire operated in the City, and an appropriate percentage within the diverse vehicle for hire categories, are wheelchair accessible vehicles; and

WHEREAS, the City is committed to collecting and analyzing data and other relevant information, including but not limited to, anecdotal evidence concerning the provision of vehicle for hire transportation services to persons with disabilities, in an attempt to develop regulatory controls that promote and incentivize permittees and registrants to make available wheelchair accessible vehicles to passengers with disabilities; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That Section 12 of City of Houston Ordinance No. 2014-754 is hereby amended to read as follows:

"**Section 12.** That the Mayor shall appoint, subject to City Council approval, no less than five and no more than 12 regular members to serve on the Task Force with a majority of its membership comprised of representatives from the Houston disability community. The Houston Commission on Disabilities may recommend individuals to the Administration to serve on the Task Force. The Task Force shall convene its first meeting no later than 60 days after all members have been appointed and approved by City Council. The City Attorney shall designate a representative from the Legal Department to render legal advice and attend Task Force meetings, but such person shall not be a member of the Task Force. The Administration shall designate the appropriate number of nonvoting ex officio representatives to render advice and assist the Task Force in conducting research. These ex officio representatives shall not be members of the Task Force. Three successive unexcused absences from the regularly scheduled meetings, after due notice served by telephone, mail, or electronic mail of the time and place of such meetings, shall automatically terminate membership on the Task Force. Absences may be excused only by a majority of the Task Force members present and voting at any scheduled meeting. The Task Force shall adopt administrative procedures applicable to it so own governance as are necessary to accomplish the purposes set out in this Ordinance."

Section 3. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this ___ day of _____, 2014.

_____
Mayor of the City of Houston

Prepared by Legal Dept. _____
TE:asw 10/14/2014 Assistant City Attorney
Requested by Jenn Char, Director of Boards and Commissions
L.D. File No. 0371400196001

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

HHS-Grant from US Dept of Health and Human Services to Support Navigators

Agenda Item#: 11.

Summary:
ORDINANCE approving and authorizing grant application to the **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES,** Centers for Medicare and Medicaid Services for the support of navigators in federally-facilitated marketplaces in connection with the Houston expansion of ACA Participation Project (the "Grant"); declaring the City's eligibility for such grant; authorizing the Director of the Houston Health & Human Services Department to act as the City's representative in the application process; authorizing the Director of Houston Health & Human Services Department to accept the grant and expend the grant funds, as awarded, and to apply for and accept all subsequent awards, if any, pertaining to the grant

Background:
The Houston Department of health and Human Services (HDHHS) requests City Council approval of a grant application to and an award from the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services to support navigators in federally-facilitated marketplaces. The project period is September 1, 2014 through August 31, 2015 in the amount of $1,830,064.00.

HDHHS also requests that City Council authorize the Mayor to execute the original contract, and authorize the Director or his designee to act as the City's representative with the authority to apply for, accept and expend the grant and all subsequent supplemental awards and to sign and extend the term, not to exceed five years, of any subsequent awards, if any.

The Houston Expansion of ACA Participation Project will support enrollment for and purchasing of insurance by providing outreach, education and assistance with understanding options for health insurance for uninsured eligible individuals and families in Houston/Harris County, Texas, especially those that will be challenged in accessing or understanding the internet based Health Insurance Marketplace. HDHHS will serve as the lead agency as well as the consortium lead for this project.

The project goals are to:
1) Target 15 high-risk zip codes with the highest percentages of uninsured in Houston/Harris County
2) Reach 400,000 persons through outreach activities
3) Assist 100,000 persons through face-to-face encounters

HDHHS facilities (11 multi-service areas, 4 health centers and 14 WIC offices) are located in or near the target areas and will serve as primary hubs for outreach and educational activities. Funds will be used to hire and train 24 Navigators to provide services per federal guidelines and to use outreach strategies that have been successful in similar settings. Particular attention to provide culturally and linguistically appropriate services to Houston/Harris County's diverse groups will be in place.

Prior Council Action:
None

Amount of Funding:
Amount of Funding: Total Grant Award: $1,830,064.00

Federal Fund 5000

Source of Funding:
Grant Fund

Contact Information:
Kathy Barton
Telephone: 832-393-5045; 713-826-5801

ATTACHMENTS:

	Description	Type
🗋	Signed RCA	Signed Cover sheet

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: An ordinance authorizing and approving a grant application to and an award from the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services to support navigators in federally-facilitated marketplaces	**Category #9**	**Page 1 of 1**	**Agenda Item #**

FROM (Department or other point of origin): Houston Department of Health and Human Services	**Origination Date 9/22/14**	**Agenda Date**
DIRECTOR'S SIGNATURE: Stephen Williams	**Council District affected:** All	
For additional information contact: Kathy Barton Telephone: 832-393-5045; 713-826-5801	**Date and identification of prior authorizing Council action:**	

RECOMMENDATION: (Summary)

Approval of an ordinance authorizing and approving a grant application to and an award from the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services to support navigators in federally-facilitated marketplaces

Amount of Funding: Total Grant Award: $1,830,064.00 – Federal Fund 5000	**Finance Department:**

SOURCE OF FUNDING: [ ] General Fund [ ] Grant Fund [ ] Enterprise Fund [ ] Other (Specify) –

SPECIFIC EXPLANATION:

The Houston Department of Health and Human Services (HDHHS) requests City Council approval of a grant application to and an award from the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services to support navigators in federally-facilitated marketplaces. The project period is September 1, 2014 through August 31, 2015 in the amount of $1,830,064.00.

HDHHS also requests that City Council authorize the Mayor to execute the original contract, and authorize the Director or his designee to act as the City's representative with the authority to apply for, accept and expend the grant and all subsequent supplemental awards and to sign and extend the term, not to exceed five years, of any subsequent awards, if any.

The Houston Expansion of ACA Participation Project will support enrollment for and purchasing of insurance by providing outreach, education and assistance with understanding options for health insurance for uninsured eligible individuals and families in Houston/Harris County, Texas, especially those that will be challenged in accessing or understanding the internet based Health Insurance Marketplace. HDHHS will serve as the lead agency as well as the consortium lead for this project.

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HDHHS facilities (11 multi-service areas, 4 health centers and 14 WIC offices) are located in or near the target areas and will serve as primary hubs for outreach and educational activities. Funds will be used to hire and train 24 Navigators to provide services per federal guidelines and to use outreach strategies that have been successful in similar settings. Particular attention to provide culturally and linguistically appropriate services to Houston/Harris County's diverse groups will be in place.

cc: Finance Department
Legal Department
Agenda Director

REQUIRED AUTHORIZATION

Finance Department	**Other Authorization:**	**Other Authorization:**

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/30/2014

HHS-Centers for Disease Control and Prevention - Childhood Lead Poisoning Prevention Program

Agenda Item#: 12.

Summary:
ORDINANCE approving and authorizing the acceptance of grant awards from the **UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES** for grant assistance from the Centers for Disease Control and Prevention for the Houston Childhood Lead Poisoning Prevention Program; declaring the City's eligibility for such grant; authorizing the Director of the Houston Department of Health & Human Services or his designee to act as the City's representative to accept and expend the grant funds, as awarded, and to accept all subsequent grant awards pertaining to the program

Background:
The Houston Department of Health and Human Services (HDHHS) requests City Council's approval of an ordinance authorizing the Director of the Houston Department of Health and Human Services (HDHHS) to accept and expend grant funds from the Centers for Disease Control and Prevention (CDC) for the Houston Childhood Lead Poisoning Prevention Program (HCLPPP). The project period is from September 30, 2014 through September 29, 2017. The funding amount for year one budget period, September 30, 2014 through September 29, 2015, is $290,998.00.00. The cumulative funding amount for the three year project period is $872,994.00. HDHHS also requests City Council to authorize the Mayor to execute the original contract and authorize the Director or his designee to act as the City's representative with the authority to apply for, accept and expend all subsequent supplemental awards, if any. Funding from this grant will assist HCLPPP to eliminate childhood lead poisoning in the City of Houston by the year 2020. To accomplish this goal, the Bureau of Community and Children's Environmental Health (BCCEH) activities will : 1) develop and enhance a surveillance system to monitor blood lead levels, case management, lead hazard reduction, and permit accurate data analysis Geo-coding mapping, cluster identification and reporting; 2) increase awareness and action among the community and affected professionals in relation to childhood lead poisoning; 3) ensure that children at-risk for exposure to lead are screened and receive case management, environmental investigation, and lead hazard reduction, if they qualify; and 4) expand primary prevention activities in high-risk areas. HCLPPP works with the HDHHS Bureau Of Epidemiology (BOE), to utilize Maven software for tracking childhood lead, housing rehabilitation, enforcement of housing and health codes, engagement with health care systems, public and healthcare provider education campaigns related to lead contamination through other sources (e.g., imported items), this collaboration allows HDHHS to focus health and environmental resources, other public health activities and surveillance in areas most needed.

Amount of Funding:
$872,994.00
Federal Grant: 5000

Contact Information:
Kathy Barton - Office: 832-393-5045 Cell: 713-826-5801

ATTACHMENTS:

Description	Type
Signed RCA	Signed Cover sheet

TO: Mayor via City Secretary REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of an ordinance authorizing the Director of the Houston Department of Health and Human Services (HDHHS) to accept and expend grant funds from the Centers for Disease Control and Prevention (CDC) for the Houston Childhood Lead Poisoning Prevention Program (HCLPPP).	Category #	Page 1 of 1	Agenda Item #

FROM (Department or other point of origin): Stephen L. Williams, M.Ed., M.P.A. Director-Houston Department of Health and Human Services	Origination Date 09/26/2014	Agenda Date
DIRECTOR'S SIGNATURE: 	Council District affected: ALL	
For additional information contact: Kathy Barton Telephone: 832-393-5045 ; 713-826-5801	Date and identification of prior authorizing Council action: New Request	

RECOMMENDATION: (Summary) Approval of an ordinance authorizing the Director of the Houston Department of Health and Human Services (HDHHS) to accept and expend grant funds from the Centers for Disease Control and Prevention (CDC) for the Houston Childhood Lead Poisoning Prevention Program (HCLPPP).

Amount of Funding: $872,994.00 Federal Grant: 5000	Finance Department:

SOURCE OF FUNDING: [ ] General Fund [X] Grant Fund [ ] Enterprise Fund [ ] Other (Specify)

SPECIFIC EXPLANATION: The Houston Department of Health and Human Services (HDHHS) requests City Council's approval of an ordinance authorizing the Director of the Houston Department of Health and Human Services (HDHHS) to accept and expend grant funds from the Centers for Disease Control and Prevention (CDC) for the Houston Childhood Lead Poisoning Prevention Program (HCLPPP). The project period is from September 30, 2014 through September 29, 2017. The funding amount for year one budget period, September 30, 2014 through September 29, 2015, is $290,998.00.00. The cumulative funding amount for the three year project period is $872,994.00.

HDHHS also requests City Council to authorize the Mayor to execute the original contract and authorize the Director or his designee to act as the City's representative with the authority to apply for, accept and expend all subsequent supplemental awards, if any.

Funding from this grant will assist HCLPPP to eliminate childhood lead poisoning in the City of Houston by the year 2020. To accomplish this goal, the Bureau of Community and Children's Environmental Health (BCCEH) activities will : 1) develop and enhance a surveillance system to monitor blood lead levels, case management, lead hazard reduction, and permit accurate data analysis Geo-coding mapping, cluster identification and reporting; 2) increase awareness and action among the community and affected professionals in relation to childhood lead poisoning; 3) ensure that children at-risk for exposure to lead are screened and receive case management, environmental investigation, and lead hazard reduction, if they qualify; and 4) expand primary prevention activities in high-risk areas.

HCLPPP works with the HDHHS Bureau Of Epidemiology (BOE), to utilize Maven software for tracking childhood lead, housing rehabilitation, enforcement of housing and health codes, engagement with health care systems, public and healthcare provider education campaigns related to lead contamination through other sources (e.g., imported items), this collaboration allows HDHHS to focus health and environmental resources, other public health activities and surveillance in areas most needed.

cc: Finance Department
Legal Department
Agenda Director

REQUIRED AUTHORIZATION		
Finance Department	Other Authorization:	Other Authorization:

F&A 011.A REV. 12/94
7530-0100403-00

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/24/2014

FIN-Amend ORD #2011-998 - MuniServices, LLC - Sales/Use Tax Audit

Agenda Item#: 13.

Summary:
ORDINANCE amending Ordinance Number 2011-998 to increase the maximum contract amount for a contract between the City and **MUNISERVICES, LLC** for Sales/Use Tax Audit and Sales/Use Tax Analysis and Reporting Services - $1,500,000.00 - General Fund

Background:
SPECIFIC EXPLANATION:
Finance Department recommends that City Council approve an increase to the maximum contract amount to a contract between the City and **MUNISERVICES, LLC** for the Continued performance of two services, 1) Sales and use Tax Audit and 2) provide Sales and use Tax Analysis and Reporting Services

The purpose of the audit is to ensure that the City is not being underpaid for sales tax by taxpayers and that the Texas Comptroller of Public Accounts is not misallocating funds due to the City. The services of sale and use tax analysis and reporting will be used as the economic reporting entity for sale tax forecasting, collection analysis, and the identification of sales tax leakage.

Compensation to MuniServices, LLC is based on the following payment terms:

Sales and Use Tax Audit – The Contractor is paid a contingency fee of 30% based on sales tax recovery paid to the City of Houston by the Texas Comptroller of Public Accounts. Over the contract period, the Contractor has been paid a contingency fee of 4832,000 in sales tax audit services, of which, the City of Houston received $2,900,000 from the Texas Comptroller of Public Accounts for sales tax recovery. The FY 15 contingency fee is estimated at $1,430,000.00

Sales and Use Tax Analysis and Reporting Services – The Contractor is paid a fee of approximately $70,000 for services including sales tax forecasting, quarterly sales tax capture leakage analysis, monthly cash reports, and a quarterly digest containing Top Sales Tax performance accounts, economic category performance, business classification codes, historical economic composition, and geographical area reports.

The total additional funding for these two services is $1,500,000 which will cover the remaining contract period. The contract ends in November 2015.

Prior Council Action:
Ordinance No. 2011-998, November 16, 2011

Amount of Funding:
Amount and Source of Funding:
Current Maximum Contract Amount: $850,000
Allocation Increase: $1,500,000
New Maximum Contract Amount: $2,350,000

Contact Information:
Arif Rasheed
Phone: 832-393-9013

ATTACHMENTS:

	Description	Type
🗋	RCA	Signed Cover sheet

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Amendment to Ordinance #2011-998 to increase the maximum contract amount to a contract between the City and MuniServices, LLC for Sales/Use Tax Audit and Sales/Use Tax Analysis and Reporting Services		**Page** 1 of 1	**Agenda Item** 13
FROM (Department or other point of origin): Finance Department	**Origination Date :** September 24, 2014	**Agenda Date** OCT 15 2014	
DIRECTOR'S SIGNATURE: Kelly Dowe		**Council District(s) affected:** All OCT 15 2014	
For additional information contact: Arif Rasheed **Phone:** 832-393-9013		**Date and identification of prior authorizing Council action: Ordinance No. 2011-998,** November 16, 2011	

RECOMMENDATION: Ordinance to approve an increase in the maximum contract amount to a contract between the City and MuniServices, LLC for Sales/Use Tax Audit and Sales/Use Tax Analysis and Reporting Services

Amount and Source of Funding: **Current Maximum Contract Amount: $850,000** **Allocation Increase: $1,500,000 General Fund (1000)** **New Maximum Contract Amount: $2,350,000**	**Finance Budget:**

SPECIFIC EXPLANATION:
Finance Department recommends that City Council approve an increase to the maximum contract amount to a contract between the City and MuniServices, LLC for the continued performance of two services, 1) Sales and Use Tax Audit and 2) provide Sales and Use Tax Analysis and Reporting Services.

The purpose of the audit is to ensure that the City is not being underpaid for sales tax by taxpayers and that the Texas Comptroller of Public Accounts is not misallocating funds due to the City. The services of sales and use tax analysis and reporting will be used as the economic reporting entity for sales tax forecasting, collection analysis, and the identification of sales tax leakage.

Compensation to MuniServices, LLC is based on the following payment terms:

Sales and Use Tax Audit – The Contractor is paid a contingency fee of 30% based on sales tax recovery paid to the City of Houston by the Texas Comptroller of Public Accounts. Over the contract period, the Contractor has been paid a contingency fee of $832,000 in sales tax audit services, of which, the City of Houston received $2,900,000 from the Texas Comptroller of Public Accounts for sales tax recovery. The FY15 contingency fee is estimated at $1,430,000.

Sales and Use Tax Analysis and Reporting Services – The Contractor is paid a fee of approximately $70,000 for services including sales tax forecasting, quarterly sales tax capture leakage analysis, monthly cash reports, and a quarterly digest containing Top Sales Tax performance accounts, economic category performance, business classification codes, historical economic composition, and geographical area reports.

The total additional funding for these two services is $1,500,000 which will cover the remaining contract period. The contract ends in November 2015.

REQUIRED AUTHORIZATION

Other Authorization:	**Other Authorization:**	**Other Authorization:**

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 10/7/2014

10187- Approve an Ordinance Awarding a Contract to the Best Value Respondent for Apparel, Uniforms for the Houston Fire Department

Agenda Item#: 14.

Summary:
ORDINANCE awarding contract to **LONE STAR UNIFORMS, INC** for Apparel, Uniforms for the Houston Fire Department; providing a maximum contract amount - 3 Years with two one-year options - $6,815,567.27 - General Fund

Background:
The Fire Chief and the City Purchasing Agent recommend that City Council approve an ordinance awarding a three-year contract, with two one-year options to Lone Star Uniforms, Inc. on its best value bid (BVB) in an amount not to exceed $6,815,567.27 for apparel, uniforms for the Houston Fire Department. This contract will be used to purchase uniforms for firefighters. The City Purchasing Agent or Fire Chief may terminate this contract at any time upon 30-days written notice to the contractor.

The scope of work requires the contractor to provide all labor, equipment, facilities, supervision and transportation necessary to furnish and deliver firefighter uniforms and accessories, including but not limited to, pants, shirts, coats, rainwear, belts, badges, insignias, patches, hats and caps. The contractor shall also be responsible for stocking and managing a high-quality inventory of all classified station wear, uniforms and accessories at its storefront location.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Twenty-nine prospective bidders downloaded the solicitation document from the Strategic Procurement Division's e-bidding website. Bids were received from Lone Star Uniforms, Inc., T&B Imports International, Inc., VF Imagewear, Inc., Lion Totalcare, Inc. and W Supply, LLC. The Evaluation Committee consisted of five evaluators from the Houston Fire Department. The bids were evaluated based upon the following criteria:

• Cost
• Expertise/Experience/Qualifications
• Financial Strength of Offeror
• M/WBE Participation
• Conformance to BVB requirements

Lone Star Uniforms, Inc. was deemed the best respondent.

M/WBE Subcontracting:
This BVB was issued as a goal-oriented contract with an 11% M/WBE participation level. Lone Star Uniforms, Inc. has designated the below-named company as its certified M/WBE subcontractor:

Name	Type of Service	Total Amount
Graphic Results	Embroidery/Screen Printing	$749,712.40

The contract will be monitored by the Mayor's Office of Business Opportunity.

Hire Houston First:
The proposed contract requires compliance with the City's Hire Houston First ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed contractor meets the requirements of Hire Houston First.

ESTIMATED SPENDING AUTHORITY

Department	FY15	Out Years	Total

Fire	$1,031,675.00	$5,783,892.27	$6,815,567.27

Amount of Funding:
$6,815,567.27

Source of Funding:
General Fund

Contact Information:

Cynthia Vargas, Asst. Chief	HFD	832-394-6926
Ray DuRousseau, Deputy Assistant Director	SPD	832-393-8726
Casey Crossnoe, Sr. Procurement Specialist	SPD	832-394-6758

ATTACHMENTS:

Description	Type
RCA#10187- Lone Star Uniforms, Inc	Signed Cover sheet
Ordinance	Ordinance/Resolution/Motion
Form A (Fair Campaing Ord)	Backup Material
Form B	Backup Material
Department Approval	Backup Material
MWBE Docs	Backup Material
Tax Report	Backup Material
Hire Houston	Backup Material

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA# 10187**

Subject: Approve an Ordinance Awarding a Contract to the Best Value Respondent for Apparel, Uniforms for the Houston Fire Department S07-S25000	Category # 4	Page 1 of 2	Agenda Item

FROM (Department or other point of origin): Calvin D. Wells, City Purchasing Agent, Finance Department	**Origination Date** September 22, 2014	**Agenda Date**
DIRECTOR'S SIGNATURE Calvin D Wells	**Council District(s) affected** All	
For additional information contact: Cynthia Vargas **Phone:** (832) 394-6926; Ray DuRousseau **Phone:** (832) 393-8726	**Date and Identification of prior authorizing Council Action:**	

RECOMMENDATION: (Summary)

Approve an ordinance awarding a contract to Lone Star Uniforms, Inc. on its best value bid in an amount not to exceed $6,815,567.27 for apparel, uniforms for the Houston Fire Department.

Maximum Contract Amount: $6,815,567.27	**Finance Budget**

$6,815,567.27 - General Fund (1000)

SPECIFIC EXPLANATION:

The Fire Chief and the City Purchasing Agent recommend that City Council approve an ordinance awarding a three-year contract, with two one-year options to Lone Star Uniforms, Inc. on its best value bid (BVB) in an amount not to exceed $6,815,567.27 for apparel, uniforms for the Houston Fire Department. This contract will be used to purchase uniforms for firefighters. The City Purchasing Agent or Fire Chief may terminate this contract at any time upon 30-days written notice to the contractor.

The scope of work requires the contractor to provide all labor, equipment, facilities, supervision and transportation necessary to furnish and deliver firefighter uniforms and accessories, including but not limited to, pants, shirts, coats, rainwear, belts, badges, insignias, patches, hats and caps. The contractor shall also be responsible for stocking and managing a high-quality inventory of all classified station wear, uniforms and accessories at its storefront location.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Twenty-nine prospective bidders downloaded the solicitation document from the Strategic Procurement Division's e-bidding website. Bids were received from Lone Star Uniforms, Inc., T&B Imports International, Inc., VF Imagewear, Inc., Lion Totalcare, Inc. and W Supply, LLC. The Evaluation Committee consisted of five evaluators from the Houston Fire Department. The bids were evaluated based upon the following criteria:

- Cost
- Expertise/Experience/Qualifications
- Financial Strength of Offeror
- M/WBE Participation
- Conformance to BVB requirements

Lone Star Uniforms, Inc. was deemed the best respondent.

REQUIRED AUTHORIZATION

Finance Department:	Other Authorization:	Other Authorization:

M/WBE Subcontracting:

This BVB was issued as a goal-oriented contract with an 11% M/WBE participation level. Lone Star Uniforms, Inc. has designated the below-named company as its certified M/WBE subcontractor:

Name	Type of Service	Total Amount
Graphic Results	Embroidery/Screen Printing	$749,712.40

The contract will be monitored by the Mayor's Office of Business Opportunity.

Hire Houston First:

The proposed contract requires compliance with the City's Hire Houston First ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed contractor meets the requirements of Hire Houston First.

ESTIMATED SPENDING AUTHORITY

Department	FY15	Out Years	Total
Fire	$1,031,675.00	$5,783,892.27	$6,815,567.27

Buyer: Casey Crossnoe

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.

( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

( ) Other - Grant Funds Available

Date:_____, 20___City Controller of the City of Houston, Texas

FUND REF: _____AMOUNT: _____ENCUMB. NO. _____

City of Houston, Texas Ordinance No. _____

AN ORDINANCE AWARDING A CONTRACT TO LONE STAR UNIFORMS, INC. FOR APPAREL, UNIFORMS FOR THE HOUSTON FIRE DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by **Lone Star Uniforms, Inc.** in the amount of **$6,815,567.27** (which amount is only an estimate if unit prices are included in the bid proposal of

said bidder) and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

Section 2. The City Council hereby approves and authorizes the Contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **$6,815,567.27** unless and until this sum is increased by ordinance of City Council.

Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this _____ day of _____, 20_____.

APPROVED this _____ day of _____, 20_____.

_____
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

Prepared by Strategic Procurement Department, Casey Crossnoe at Extension 832-394-6758.

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

10-8-14
Date

Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 _____)

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 10/7/2014

10225 - Ordinance Authorizing a Third Amendment to Contract No. C56086 for Soft Drink and/or Vending Marketing Partnerships for the City of Houston S30-T13974-A3

Agenda Item#: 15.

Summary:
ORDINANCE approving and authorizing third amendment to Contract No. C56086 between the City of Houston and **AMERICAN BOTTLING COMPANY OF TEXAS** to extend the contract term (Approved by Ordinance No. 2004-754)

Background:
The City Purchasing Agent recommends that City Council approve an ordinance authorizing a third amendment to the contract between the City of Houston and American Bottling Company of Texas to extend the contract term from November 1, 2014 to January 31, 2015 for Soft Drink Marketing Partnership for the City of Houston.

This contract was awarded on July 7, 2004 for a five-year term, with one additional five-year option to extend, for a total 10-year term. The contract was subsequently amended on July 3, 2007 via Ordinance No. 2007-816 to provide additional product offerings. A second amendment was approved on June 25, 2014, by Ordinance No. 2014-658, to extend the contract term from July 15, 2014 to October 31, 2014.

The scope of work requires the contractor to provide all labor, supplies, materials, equipment, transportation, and supervision necessary to supply the City with approximately 320 soft drink machines at 150 locations citywide, including park facilities, community centers, health clinics, administrative buildings and airports. To date, revenue under this contract has been $2,881,136.00. This contract extension will allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place within the next 120 days.

This contact was awarded with a 15% M/WBE participation goal and American Bottling Company of Texas is currently achieving 30.62% of the required goal. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Prior Council Action:
Ordinance No.: 2004-754 approved by City Council on July 7, 2004
Ordinance No.: 2007-816 approved by City Council on July 3, 2007
Ordinance No.: 2014-658 approved by City Council on June 25, 2014

Amount of Funding:
Revenue Contract

Source of Funding:
Other (Specify)

Revenue Contract

Contact Information:

Jacquelyn L. Nisby	GSD	832-393-8023
Ray DuRousseau	SPD	832-393-8742
Richard Morris	SPD	832-393-8736

ATTACHMENTS:

	Description	Type
🗋	RCA#10225-American Bottling	Signed Cover sheet
🗋	Previous Ordinances	Backup Material
🗋	Department Approval	Backup Material
🗋	Tax Report	Backup Material

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA# 10225**

Subject: Ordinance Authorizing a Third Amendment to Contract No. C56086 for Soft Drink and/or Vending Marketing Partnerships for the City of Houston S30-T13974-A3	Category # 4	Page 1 of 1	Agenda Item

FROM (Department or other point of origin): Calvin D. Wells, City Purchasing Agent, Finance Department	**Origination Date** August 28, 2014	**Agenda Date**
DIRECTOR'S SIGNATURE Calvin D. Wells	**Council District(s) affected** All	
For additional information contact: Jacquelyn L. Nisby **Phone:** (832) 393-8023; Ray DuRousseau **Phone:** (832) 393-8726	**Date and Identification of prior authorizing Council Action:** Ord Nos. 2004-754, 2007-0816, 2014-658	

RECOMMENDATION: (Summary)

Approve an ordinance authorizing a third amendment to the contract between the City of Houston and American Bottling Company of Texas to extend the contract term from November 1, 2014 to January 31, 2015 for soft drink and/or vending partnerships for the City of Houston.

Revenue Contract	**Finance Budget**

SPECIFIC EXPLANATION:

The City Purchasing Agent recommends that City Council approve an ordinance authorizing a third amendment to the contract between the City of Houston and American Bottling Company of Texas to extend the contract term from November 1, 2014 to January 31, 2015 for Soft Drink Marketing Partnership for the City of Houston.

This contract was awarded on July 7, 2004 for a five-year term, with one additional five-year option to extend, for a total 10-year term. The contract was subsequently amended on July 3, 2007 via Ordinance No. 2007-816 to provide additional product offerings. A second amendment was approved on June 25, 2014, by Ordinance No. 2014-658, to extend the contract term from July 15, 2014 to October 31, 2014.

The scope of work requires the contractor to provide all labor, supplies, materials, equipment, transportation, and supervision necessary to supply the City with approximately 320 soft drink machines at 150 locations citywide, including park facilities, community centers, health clinics, administrative buildings and airports. To date, revenue under this contract has been $2,881,136.00. This contract extension will allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place within the next 120 days.

This contact was awarded with a 15% M/WBE participation goal and American Bottling Company of Texas is currently achieving 30.62% of the required goal. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Buyer: Richard Morris

REQUIRED AUTHORIZATION

Finance Department:	Other Authorization:	Other Authorization:

City of Houston, Texas Ordinance No. 2004-754

AN ORDINANCE APPROVING AND AUTHORIZING CONTRACTS BETWEEN THE CITY AND DR. PEPPER BOTTLING COMPANY OF TEXAS AND FRESH BREW GROUP, USA FOR SOFT DRINK AND/OR VENDING MARKETING PARTNERSHIPS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the agreements described in the title of this Ordinance, in substantially the form as shown in the documents which are attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 7th **day of** July, **20**04.

APPROVED this _____ **day of** _____, **20**_____.

_____
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 13 2004.

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 10 2007.

City Secretary

(Prepared by Legal Dept. Lisa K. Hargrove Senior Assistant City Attorney
(LKH:pr 6/11/07)
(Requested by Calvin D. Wells, City Purchasing Agent)
(L.D. File No. 034-0300350-002 & 034-0300351-002)
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AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	✓	CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
	✓	HOLM
✓		GARCIA
✓		ALVARADO
	✓	BROWN
	✓	LOVELL
✓		NORIEGA
	ABSENT-OUT OF CITY CITY BUSINESS	GREEN
	ABSENT	BERRY
CAPTION	ADOPTED	

MAY 017 Rev.1/04

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: JUL 09 2007

City of Houston, Texas Ordinance No. 2007-816

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO CONTRACTS BETWEEN THE CITY AND DR. PEPPER BOTTLING COMPANY OF TEXAS (#C56086) AND FRESH BREW GROUP, USA (#C56087) FOR SOFT DRINK AND/OR VENDING MARKETING PARTNERSHIPS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes these First Amendments to the contracts described in the title of this Ordinance, in substantially the form as shown in the documents attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd **day of** July, **20** 07.

APPROVED this _____ **day of** _____, **20**_____.

_____

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 10 2007.

Anna Russell
City Secretary

(Prepared by Legal Dept. Lisa K. Hargrove
(LKH:pr 6/11/07) Senior Assistant City Attorney
(Requested by Calvin D. Wells, City Purchasing Agent)
(L.D. File No. 034-0300350-002 & 034-0300351-002)
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AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	✓	CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
	✓	HOLM
✓		GARCIA
✓		ALVARADO
	✓	BROWN
	✓	LOVELL
✓		NORIEGA
	ABSENT-OUT OF CITY CITY BUSINESS	GREEN
	ABSENT	BERRY
CAPTION	ADOPTED	

MAY 017 Rev.1/04

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: JUL 0 9 2007

City of Houston Ordinance No. 2014-658

AN ORDINANCE APPROVING AND AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF HOUSTON AND AMERICAN BOTTLING COMPANY OF TEXAS TO EXTEND THE CONTRACT TERM (APPROVED BY ORDINANCE NO. 2004-754); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 25th **day of** June, **20** 14.

APPROVED this _____ **day of** _____, **20**_____.

_____
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

(Prepared by Legal Dept. _____)
(YB:bt 06/17/2014) Assistant City Attorney
(Requested by Calvin Wells, City Purchasing Agent, Finance Department)
(L.D. File No. C34030835102)

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: JUL 01 2014

AYE	NO	
✓		**MAYOR PARKER**
••••	••••	**COUNCIL MEMBERS**
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

MAY 017 Rev. 01/14

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 10/7/2014

10224- Ordinance Authorizing a Third Amendment to Contract No. C56087 for Soft Drink and/or Vending Marketing Partnerships for the City of Houston S30-T13974-A3

Agenda Item#: 16.

Summary:
ORDINANCE approving and authorizing third amendment to Contract No. C56087 between the City of Houston and **FRESH BREW GROUP USA, LP** to extend the contract term (Approved by Ordinance No. 2004-754)

Background:
The City Purchasing Agent recommends that City Council approve an ordinance authorizing a second amendment to the contract between the City of Houston and Fresh Brew Group USA, L.P to extend the contract term from November 1, 2014 to January 31, 2015 for Soft Drink Marketing Partnership for the City of Houston.

This contract was awarded on July 7, 2004 for a five-year term, with one additional five-year option to extend, for a total 10-year term. The contract was subsequently amended on July 3, 2007 via Ordinance No. 2007-816 to provide additional product offerings. A second amendment was approved on June 25, 2014 by Ordinance No. 2014-659, to extend contract from July 15, 2014 to October 31, 2014.

The scope of work requires the contractor to provide all labor, supplies, materials, equipment, transportation, and supervision necessary to supply the City with 120 vending machines at locations citywide, including park facilities, community centers, health clinics, administrative buildings and airports. To date, revenue under this contract has been $1,469,783.00. This contract extension will allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place within the next 120 days.

This contact was awarded with a 15% M/WBE participation goal and Fresh Brew Group USA, L.P is currently achieving 14.57% of the required goal. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Prior Council Action:
Ordinance No.: 2004-754 approved by City Council on July 07, 2004
Ordinance No.: 2007-816 approved by City Council on July 03, 2007
Ordinance No.: 2014-659 approved by City Council on June 25, 2014.

Amount of Funding:
Revenue Contract

Source of Funding:
Other (Specify)

Revenue Contract

Contact Information:

Jacquelyn L. Nisby	GSD	832-393-8023
Ray DuRousseau	SPD	832-393-8726
Richard Morris	SPD	832-393-8736

ATTACHMENTS:

Description	Type
RCA#10224-Fresh Brew	Signed Cover sheet
Previous Ordinances	Backup Material
Department Approval	Backup Material
Tax report	Backup Material
10224-Fresh Brew Group ORD	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA# 10224**

Subject: Ordinance Authorizing a Third Amendment to Contract No. C56087 for Soft Drink and/or Vending Marketing Partnerships for the City of Houston S30-T13974-A3 S30-T13974-A3	Category # 4	Page 1 of 1	Agenda Item

FROM (Department or other point of origin): Calvin D. Wells City Purchasing Agent Finance Department	**Origination Date** August 28, 2014	**Agenda Date**
DIRECTOR'S SIGNATURE Calvin D. Wells	**Council District(s) affected** All	
For additional information contact: Jacquelyn L. Nisby **Phone:** (832) 393-8023 Ray DuRousseau **Phone:** (832) 393-8726	**Date and Identification of prior authorizing Council Action:** Ord Nos. 2004-754, 2007-0816, 2014-659	

RECOMMENDATION: (Summary)

Approve an ordinance authorizing a third amendment to the contract between the City of Houston and Fresh Brew Group USA, L.P to extend the contract term from November 1, 2014 to January 31, 2015 for soft drink and/or vending partnerships for the City of Houston.

Revenue Contract	**Finance Budget**

SPECIFIC EXPLANATION:

The City Purchasing Agent recommends that City Council approve an ordinance authorizing a second amendment to the contract between the City of Houston and Fresh Brew Group USA, L.P to extend the contract term from November 1, 2014 to January 31, 2015 for Soft Drink Marketing Partnership for the City of Houston.

This contract was awarded on July 7, 2004 for a five-year term, with one additional five-year option to extend, for a total 10-year term. The contract was subsequently amended on July 3, 2007 via Ordinance No. 2007-816 to provide additional product offerings. A second amendment was approved on June 25, 2014 by Ordinance No. 2014-659, to extend contract from July 15, 2014 to October 31, 2014.

The scope of work requires the contractor to provide all labor, supplies, materials, equipment, transportation, and supervision necessary to supply the City with 120 vending machines at locations citywide, including park facilities, community centers, health clinics, administrative buildings and airports. To date, revenue under this contract has been $1,469,783.00. This contract extension will allow services to continue until a new contract is awarded. It is anticipated that the new contract will be in place within the next 120 days.

This contact was awarded with a 15% M/WBE participation goal and Fresh Brew Group USA, L.P is currently achieving 14.57% of the required goal. The Office of Business Opportunity will continue to monitor this contract to ensure maximum M/WBE participation.

Buyer: Richard Morris

REQUIRED AUTHORIZATION

Finance Department:	Other Authorization:	Other Authorization:

City of Houston, Texas Ordinance No. 2004-754

AN ORDINANCE APPROVING AND AUTHORIZING CONTRACTS BETWEEN THE CITY AND DR. PEPPER BOTTLING COMPANY OF TEXAS AND FRESH BREW GROUP, USA FOR SOFT DRINK AND/OR VENDING MARKETING PARTNERSHIPS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the agreements described in the title of this Ordinance, in substantially the form as shown in the documents which are attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 7th **day of** July, **20**04.

APPROVED this _____ **day of** _____, **20**_____.

_____
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 13 2004.

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 10 2007.

City Secretary

(Prepared by Legal Dept. Lora K. Haynes Senior Assistant City Attorney
(LKH:pr 6/11/07)
(Requested by Calvin D. Wells, City Purchasing Agent)
(L.D. File No. 034-0300350-002 & 034-0300351-002)
G:\CONTRACT\LKH01\ORDNC\DPbrw1st.wpd

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	✓	CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
	✓	HOLM
✓		GARCIA
✓		ALVARADO
	✓	BROWN
	✓	LOVELL
✓		NORIEGA
	ABSENT-OUT OF CITY CITY BUSINESS	GREEN
	ABSENT	BERRY
CAPTION	ADOPTED	

MAY 017 Rev.1/04

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: JUL 0 9 2007

City of Houston, Texas Ordinance No. 2007-816

AN ORDINANCE APPROVING AND AUTHORIZING A FIRST AMENDMENT TO CONTRACTS BETWEEN THE CITY AND DR. PEPPER BOTTLING COMPANY OF TEXAS (#C56086) AND FRESH BREW GROUP, USA (#C56087) FOR SOFT DRINK AND/OR VENDING MARKETING PARTNERSHIPS; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes these First Amendments to the contracts described in the title of this Ordinance, in substantially the form as shown in the documents attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd **day of** July, **20** 07.

APPROVED this _____ **day of** _____, **20**_____.

_____

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 1 0 2007.

City Secretary

(Prepared by Legal Dept. Lora K. Hargrove
(LKH:pr 6/11/07) Senior Assistant City Attorney
(Requested by Calvin D. Wells, City Purchasing Agent)
(L.D. File No. 034-0300350-002 & 034-0300351-002)
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AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
	✓	CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
	✓	HOLM
✓		GARCIA
✓		ALVARADO
	✓	BROWN
	✓	LOVELL
✓		NORIEGA
	ABSENT-OUT OF CITY CITY BUSINESS	GREEN
	ABSENT	BERRY
CAPTION	ADOPTED	

MAY 017 Rev.1/04

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: JUL 0 9 2007

City of Houston Ordinance No. 2014-659

AN ORDINANCE APPROVING AND AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF HOUSTON AND FRESH BREW GROUP USA, LP TO EXTEND THE CONTRACT TERM (APPROVED BY ORDINANCE NO. 2004-754); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 25th **day of** June, **20** 14.

APPROVED this _____ **day of** _____, **20**_____.

_____
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUL 01 2014.

_____
City Secretary

(Prepared by Legal Dept. _____)
(YB:bt 06/17/2014) Assistant City Attorney
(Requested by Calvin Wells, City Purchasing Agent, Finance Department)
(L.D. File No. 0340300351004)

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: JUL 01 2014

AYE	NO	
✓		**MAYOR PARKER**
• • • •	• • • •	**COUNCIL MEMBERS**
✓		STARDIG
✓		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

MAY 017 Rev. 01/14

City of Houston Ordinance No. _____

AN ORDINANCE APPROVING AND AUTHORIZING A THIRD AMENDMENT TO CONTRACT NO. C56087 BETWEEN THE CITY OF HOUSTON AND FRESH BREW GROUP USA, LP TO EXTEND THE CONTRACT TERM (APPROVED BY ORDINANCE NO. 2004-754); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

*** * * ***

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District I

Item Creation Date: 10/7/2014

25CONS259-City Hall Annex Elevator Modernization App Add

Agenda Item#: 17.

Summary:
ORDINANCE appropriating $503,000.00 out of Equipment Acquisition Consolidated Fund for Design/Build Contract between the City of Houston and **TIMES CONSTRUCTION, INC** for the City Hall Annex Elevator Modernization (Approved by Ordinance No. 2014-0433) - **DISTRICT I - GALLEGOS**

Background:
SUBJECT: Appropriate Additional Funds
Design/Build Contract
Times Construction, Inc.
City Hall Annex Elevator Modernization
WBS No. D-000176-0002-4

SPECIFIC EXPLANATION: On May 7, 2014, Ordinance No. 2014-433, City Council awarded a design/build contract to Times Construction, Inc. to provide pre-construction and construction phase services for modernization of the four elevators in City Hall Annex. The previous funding noted above represented the funds that were allocated for the project in the FY 2014 Capital Improvement Plan. The construction estimate exceeds this amount. Therefore, the General Services Department (GSD) recommends that City Council appropriate an additional amount of $503,000.00 to the design/build contract with Times Construction, Inc. to complete construction and ensure that the elevators are in compliance with current codes. Times Construction, Inc. will submit the final cost of construction to the GSD director for approval as part of its Guaranteed Maximum Price.

PROJECT LOCATION: 900 Bagby (Key Map 493L)

PROJECT DESCRIPTION: This project will modernize the four existing passenger elevators in City Hall Annex and will include a non-proprietary control system, new equipment and new cab finishes. The facility will remain occupied and in full operation during this renovation. During the course of this project, two elevators will remain operational. Any construction activities that are deemed excessively disruptive will be performed at night.

SM:JLN:RAV:CRC:jw
c: Marta Crinejo, Jacquelyn L. Nisby, Mike Isermann, Martha Leyva

Prior Council Action:
Date and identification of prior authorizing Council action:
Ordinance No. 2014-433; Dated May 7, 2014

Amount of Funding:
Amount and Source Of Funding: $503,000.00 Equipment Acquisition Consolidated Fund (1800)

Previous Funding: $622,950.00 General Improvement Consolidated Construction Fund (4509)

Source of Funding:
Other (Specify)

Equipment Acquisition Consolidated Fund (1800)

Contact Information:
For additional information contact: Jacquelyn L. Nisby
Phone: 832-393-8023

ATTACHMENTS:

Description	Type
RCA City Hall Elevator Modernization	Signed Cover sheet
Ordinance	Ordinance/Resolution/Motion
CIP, Delinquent Tax Form & SAP documents	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Appropriate Additional Funds Design/Build Contract Times Construction, Inc. City Hall Annex Elevator Modernization WBS No. D-000176-0002-4	**Page** 1 of 1	**Agenda Item**

FROM (Department or other point of origin): General Services Department	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE Scott Minnix *Scott Minnix*	**Council District affected:** I	
For additional information contact: Jacquelyn L. Nisby **Phone:** 832-393-8023	**Date and identification of prior authorizing Council action:** Ordinance No. 2014-433; Dated May 7, 2014	

RECOMMENDATION: Appropriate additional funds for the project.

Amount and Source Of Funding: **$503,000.00** Equipment Acquisition Consolidated Fund (1800) **Previous Funding:** $622,950.00 General Improvement Consolidated Construction Fund (4509)	**Finance Budget:**

SPECIFIC EXPLANATION: On May 7, 2014, Ordinance No. 2014-433, City Council awarded a design/build contract to Times Construction, Inc. to provide pre-construction and construction phase services for modernization of the four elevators in City Hall Annex.

The previous funding noted above represented the funds that were allocated for the project in the FY 2014 Capital Improvement Plan. The construction estimate exceeds this amount. Therefore, the General Services Department (GSD) recommends that City Council appropriate an additional amount of $503,000.00 to the design/build contract with Times Construction, Inc. to complete construction and ensure that the elevators are in compliance with current codes. Times Construction, Inc. will submit the final cost of construction to the GSD director for approval as part of its Guaranteed Maximum Price.

PROJECT LOCATION: 900 Bagby (Key Map 493L)

PROJECT DESCRIPTION: This project will modernize the four existing passenger elevators in City Hall Annex and will include a non-proprietary control system, new equipment and new cab finishes. The facility will remain occupied and in full operation during this renovation. During the course of this project, two elevators will remain operational. Any construction activities that are deemed excessively disruptive will be performed at night.

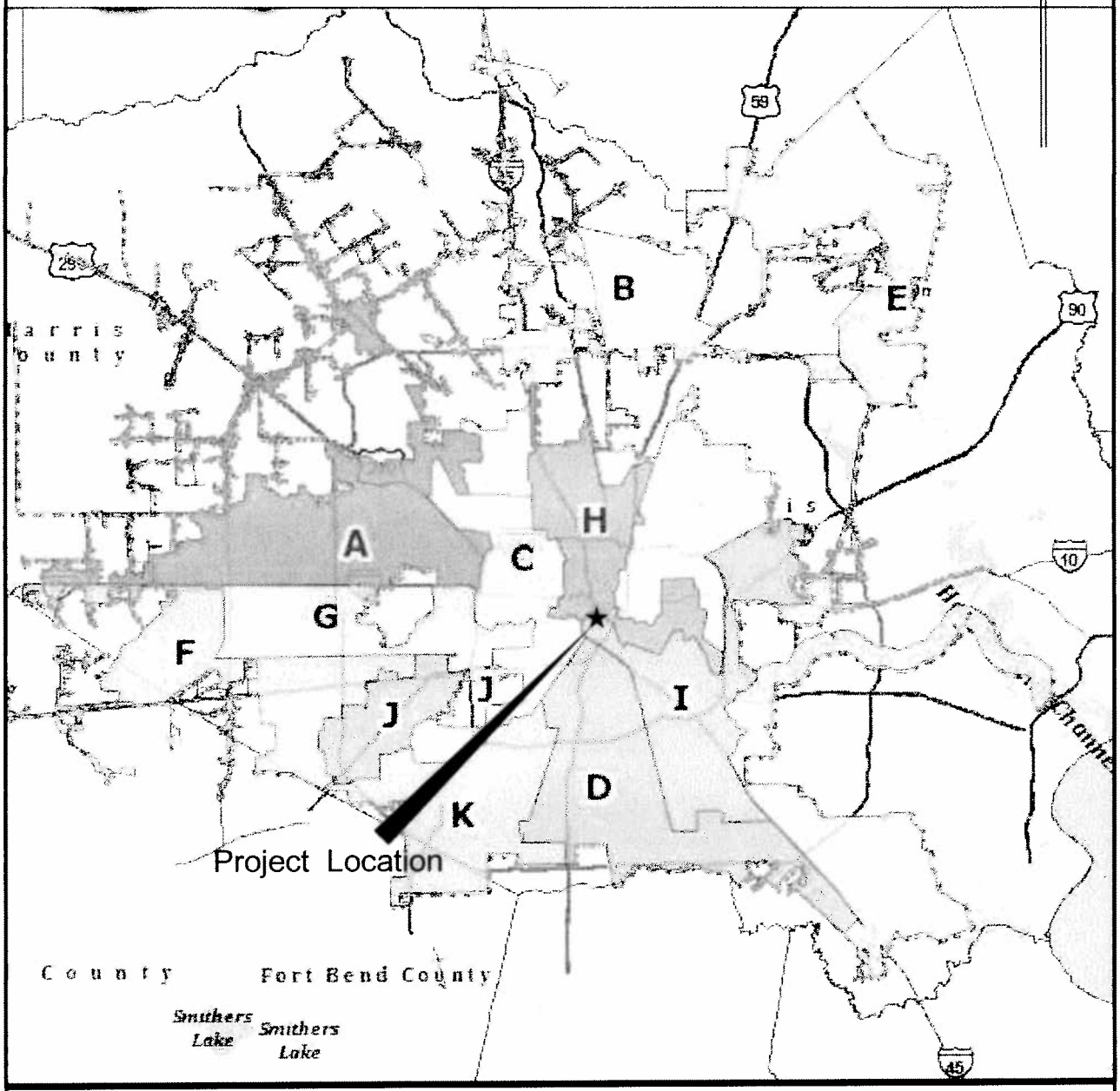
SM:JLN:RAV:CRC:jw

c: Marta Crinejo, Jacquelyn L. Nisby, Mike Isermann, Martha Leyva

REQUIRED AUTHORIZATION CUIC ID # 25CONS259

General Services Department: Richard A. Vella Chief of Design & Construction Division	

CITY OF HOUSTON
HARRIS COUNTY, TEXAS



WBS D-000176-0002-4

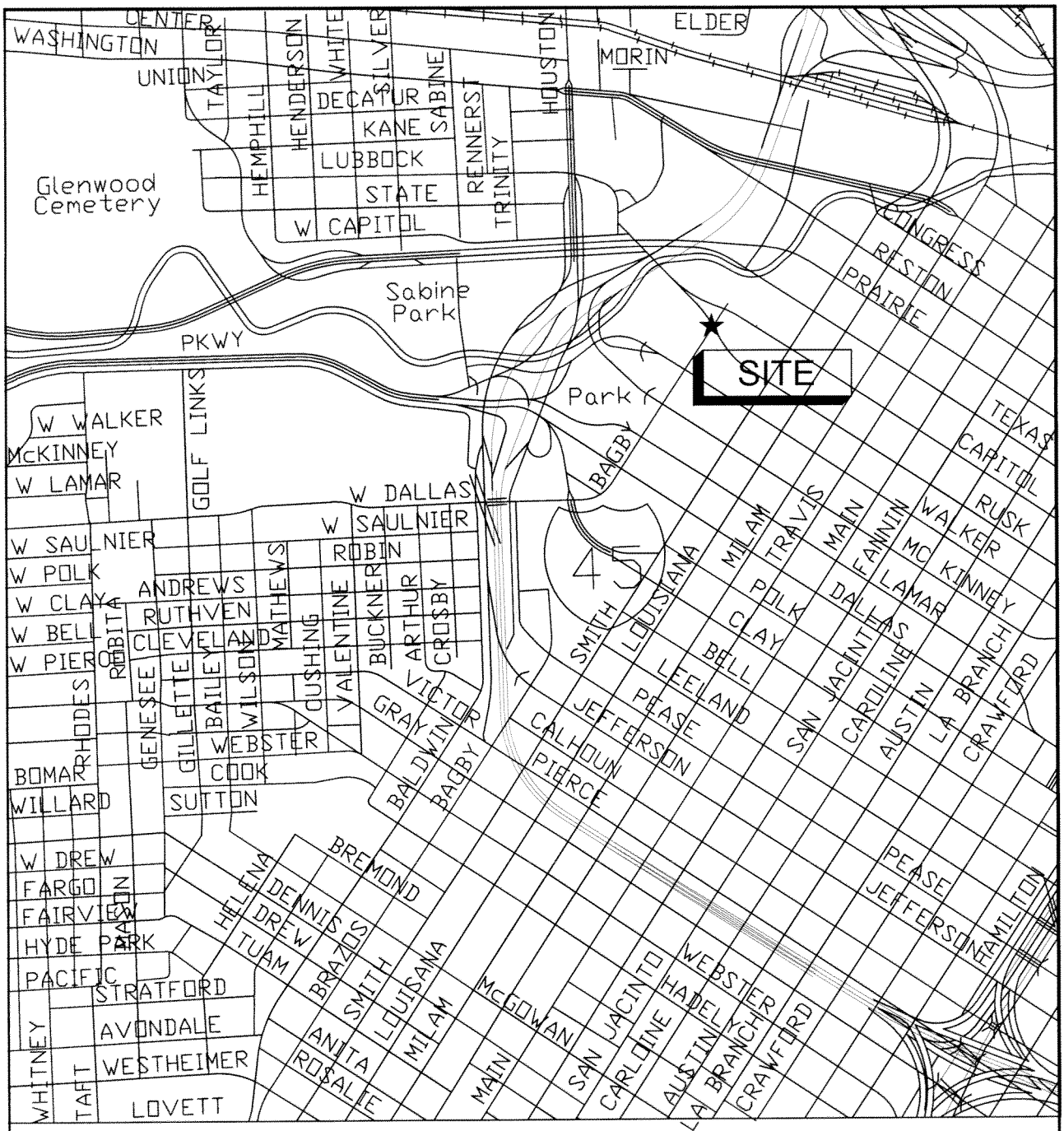
City Hall Annex Elevator Modernization

900 Bagby

Houston, TX 77002

COUNCIL DISTRICT "I"

KEYMAP No. 493L



WBS D-000176-0002-4

City Hall Annex Elevator Modernization

900 Bagby

Houston, TX 77002

COUNCIL DISTRICT "I"

KEYMAP No. 493L

TO: Mayor via City Secretary REQUEST FOR COUNCIL ACTION

SUBJECT: Award Design/Build Contract Times Construction, Inc. City Hall Annex Elevator Modernization WBS No. D-000176-0002-4	Page 1 of 2	Agenda Item

FROM (Department or other point of origin): General Services Department	Origination Date	Agenda Date

DIRECTOR'S SIGNATURE: Scott Minnix	Council District(s) affected: I
For additional information contact: Jacquelyn L. Nisby Phone: 832-393-8023	Date and identification of prior authorizing Council action:

RECOMMENDATION: Award design/build contract and appropriate funds for the project.

Amount and Source Of Funding: **$622,950.00** General Improvement Consolidated Construction Fund (4509)	Finance Budget:

SPECIFIC EXPLANATION: The General Services Department (GSD) recommends that City Council award a design/build contract to Times Construction, Inc. to provide pre-construction and construction phase services for the City Hall Annex Elevator Modernization.

On February 14 and February 21, 2014, GSD advertised a Request for Qualifications (RFQ) containing selection criteria that ranked the respondents on experience, technical approach, and quality assurance program. The Statements of Qualifications (SOQ) were due on February 26, 2014 and two teams responded. GSD formed a selection committee comprised of representatives from GSD. The selection committee evaluated the respondents and interviewed both teams. The team of Times Construction, Inc. and Persohn/Hahn Associates, Inc. received the most points and offers the best value for the City based on the advertised criteria.

PROJECT LOCATION: 900 Bagby (Key Map 493L)

PROJECT DESCRIPTION: This project will modernize the four existing passenger elevators in City Hall Annex and will include a non-proprietary control system, new equipment and new cab finishes. The facility will remain occupied and in full operation during this renovation. Currently and for the last year there have only been three elevators in service. During the course of this project, two elevators will remain operational. Any construction activities that are deemed excessively disruptive will be performed at night.

REQUIRED AUTHORIZATION CUIC ID# 25CONS247

General Services Department: Richard A. Vella Chief of Design & Construction Division	

Date	SUBJECT:	Originator's Initials	Page
	Award Design/Build Contract Times Construction, Inc. City Hall Annex Elevator Modernization WBS No. D-000176-0002-4	JW	2 of 2

AWARD: It is recommended that City Council award a design/build contract to Times Construction, Inc. and appropriate funds for the project. The following amounts for construction and contingency are based on the funds currently identified in the FY 2014 Capital Improvement Plan. The final cost of construction will be submitted to the director for approval as part of the Guaranteed Maximum Price proposal.

FUNDING SUMMARY:

$ 60,000.00	Pre-Construction Phase Services
$ 506,350.00	Estimated Construction Phase Services
$ 56,600.00	10% Contingency (Estimate)
$ 622,950.00	**Total Funding**

PAY OR PLAY PROGRAM: The proposed contract requires compliance with the City's 'Pay or Play' Ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides health benefits to eligible employees in compliance with City policy.

HIRE HOUSTON FIRST: This procurement is exempt from the City's Hire Houston First Ordinance. Bids/proposals were not solicited because the department is utilizing the design-build project delivery method for this project.

SM:JLN:RAV:CRC:JW:jw

c: Marta Crinejo, Jacquelyn L. Nisby, Gabriel Mussio, Eboni Barnes, File

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.

( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

(✓) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

( ) Other - Grant Funds Available

Ronald C. Lewand Polk

Date: 5-6, 2014

City Controller of the City of Houston, Texas

FUND REF: 4509-2500-520126 (1) 520755 AMOUNT: $622,950.00 ENCUMB. NO.: 42-3480 3-3289

OA46-12715 (1) FMBB#13-15714

City of Houston, Texas Ordinance No. 2014-433

AN ORDINANCE APPROPRIATING THE SUM OF $622,950.00 OUT OF THE GENERAL IMPROVEMENT CONSOLIDATED CONSTRUCTION FUND AND AWARDING A DESIGN/BUILD CONTRACT BETWEEN THE CITY OF HOUSTON AND TIMES CONSTRUCTION, INC. FOR CITY HALL ANNEX ELEVATOR MODERNIZATION; PROVIDING FUNDING FOR CONTINGENCIES RELATING TO CONSTRUCTION OF FACILITIES FINANCED BY THE GENERAL IMPROVEMENT CONSOLIDATED CONSTRUCTION FUND; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: the sum of **$60,000.00** is appropriated for pre-construction phase services related to the project described in the title, the sum of **$506,350.00** is appropriated for estimated construction phase services and the sum of **$56,600.00** is appropriated for contingency relating to construction of facilities financed by the fund described in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document upon receipt of all required contract documents, including but not limited to insurance certificates in the form required by the contract. If Contractor fails to provide such required contract documents within 30 days after the effective date of this ordinance, Council's approval of the contract shall automatically be rescinded and the contract may not be executed by the Mayor without further council action. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 7th **day of** May, **20**14.

APPROVED this _____ day of _____, 20____.

_____

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is MAY 13 2014.

City Secretary

(Prepared by Legal Dept. J.S. Wright)
(JSW/bt 04/30/2014) Sr. Assistant City Attorney
(Requested by Scott Minnix, Director, General Services Department)
(L.D. File No. 0571400001001)

AYE	NO	
✓		MAYOR PARKER
....	....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
	ABSENT	COHEN
	ABSENT	BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: MAY 13 2014

MAY 017 Rev. 01/14

CERTIFICATE OF CITY CONTROLLER

I, Ronald C. Green, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **$622,950.00** required for the project referenced in the title of this ordinance, do hereby certify as follows:

(1) The sum of **$622,950.00** will be funded from public improvement bond proceeds and/or public improvement commercial paper proceeds (first-in-first-out basis) pursuant to Ordinance No. 94-405 authorizing the creation of the **General Improvement Consolidated Construction Fund**. To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.

(2) To the extent that the **$622,950.00** will be paid by commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the General Obligation Commercial Paper Ordinance, Ordinance No. 93-1149.

City Controller

GenImprov4509.Cer

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District B

Item Creation Date: 10/7/2014

25CONS258-First Amendment to Design/Build Contract Bartlett Cocke FS67

Agenda Item#: 18.

Summary:
ORDINANCE approving and authorizing first amendment to Design/Build Contract between the City of Houston and **BARTLETT COCKE GENERAL CONTRACTORS, LLC** for Fire Station No. 67 Expansion and Renovation (Approved by Ordinance 2013-0784) **- DISTRICT B - DAVIS**

Background:
First Amendment to Design/Build Contract
Bartlett Cocke General Contractors, LLC
Fire Station No. 67 Expansion and Renovation
WBS No. C-000180-0001-3

SPECIFIC EXPLANATION: On September 4, 2013, Ordinance No. 2013-0784, City Council awarded a design/build contract to Bartlett Cocke General Contractors, LLC to provide pre-design, schematic design and estimating and constructability phase services to determine the scope, budget and schedule for the Fire Station No. 67 Expansion and Renovation. A clearly defined scope of work has been determined and the project will now progress through the final design phase. The General Services Department recommends that City Council approve a First Amendment to the design/build contract with Bartlett Cocke General Contractors, LLC to provide for these services in the contract.

PROJECT LOCATION: 1616 West Little York (412X)

PREVIOUS HISTORY AND PROJECT DESCRIPTION: On June 4, 2014, Ordinance No. 2014-0549, City Council appropriated the remaining FY14 CIP project design funding of $328,119.00, which included $5,319.00 for civic art.

M/WBE INFORMATION: The original contract has a 24% M/WBE goal for pre-construction and construction phase services. Upon completion of the pre-construction (design) phase, the contractor will submit the list of proposed certified firms with the issuance of the Guaranteed Maximum Price proposal.

SM:JLN:RAV:CRC:KTH:kth

c: Marta Crinejo, Jacquelyn L. Nisby, Mark Donovan, Minnette Boesel, Morris Scott, Eboni Barnes, File

Prior Council Action:
Ordinance No. 2013-0784; Dated September 4, 2013
Ordinance No. 2014-0549; Dated June 4, 2014

Amount of Funding:
N/A

Contact Information:
For additional information contact:
Jacquelyn L. Nisby Phone: 832-393-8023

ATTACHMENTS:

	Description	Type
🗋	RCA- First Amendment to Design/Build Contract Bartlett Cock FS 67	Signed Cover sheet
🗋	ORDINANCE	Ordinance/Resolution/Motion
🗋	Prior Council Action	Backup Material
🗋	CIP Form A, Delinquent Tax Report	Backup Material
🗋	Bartlett Cocke 1st Amendment	Backup Material

TO: **Mayor via City Secretary** **REQUEST FOR COUNCIL ACTION**

SUBJECT: First Amendment to Design/Build Contract Bartlett Cocke General Contractors, LLC Fire Station No. 67 Expansion and Renovation WBS No. C-000180-0001-3	**Page** 1	**Agenda Item**

FROM (Department or other point of origin): General Services Department	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Scott Minnix	**Council District(s) affected:** B	
For additional information contact: Jacquelyn L. Nisby **Phone:** 832-393-8023	**Date and identification of prior authorizing Council action:** Ordinance No. 2013-0784; Dated September 4, 2013 Ordinance No. 2014-0549; Dated June 4, 2014	

RECOMMENDATION: Approve First Amendment to design/build contract with Bartlett Cocke General Contractors, LLC.

Amount and Source of Funding: N/A **Previous Funding:** **$484,000.00** Fire Consolidated Construction Fund (4500)	**Finance Budget:**

SPECIFIC EXPLANATION: On September 4, 2013, Ordinance No. 2013-0784, City Council awarded a design/build contract to Bartlett Cocke General Contractors, LLC to provide pre-design, schematic design and estimating and constructability phase services to determine the scope, budget and schedule for the Fire Station No. 67 Expansion and Renovation. A clearly defined scope of work has been determined and the project will now progress through the final design phase. The General Services Department recommends that City Council approve a First Amendment to the design/build contract with Bartlett Cocke General Contractors, LLC to provide for these services in the contract.

PROJECT LOCATION: 1616 West Little York (412X)

PREVIOUS HISTORY AND PROJECT DESCRIPTION: On June 4, 2014, Ordinance No. 2014-0549, City Council appropriated the remaining FY14 CIP project design funding of $328,119.00, which included $5,319.00 for civic art.

M/WBE INFORMATION: The original contract has a 24% M/WBE goal for pre-construction and construction phase services. Upon completion of the pre-construction (design) phase, the contractor will submit the list of proposed certified firms with the issuance of the Guaranteed Maximum Price proposal.

SM:JLN:RAV:CRC:KTH:kth

c: Marta Crinejo, Jacquelyn L. Nisby, Mark Donovan, Minnette Boesel, Morris Scott, Eboni Barnes, File

REQUIRED AUTHORIZATION CUIC ID # 25CONS258

General Services Department:	**Houston Fire Department:**
Richard A. Vella Chief of Design & Construction Division	Terry A. Garrison Fire Chief

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District B

Item Creation Date: 10/8/2014

MYR - FY15 Budget Leland Woods Redevelopment Authority

Agenda Item#: 19.

Summary:
ORDINANCE relating to the Fiscal Affairs of **LELAND WOODS REDEVELOPMENT AUTHORITY** on behalf of Reinvestment Zone Number Twenty-Two, City of Houston, Texas (Leland Woods Zone); approving the Fiscal Year 2015 Operating Budget for the Zone - **DISTRICT B - DAVIS**

Background:
Summary:
ORDINANCE approving the Fiscal Year 2015 Operating Budget for of the **Leland Woods Redevelopment Authority**

RECOMMENDATION: (Summary)
City Council adopt an ordinance approving the Fiscal Year 2015 Operating Budget for Leland Woods Redevelopment Authority.

SPECIFIC EXPLANATION:
The Administration has undertaken a comprehensive review of proposed FY15 TIRZ budgets and recommends approval of the FY15 Operating Budget for Leland Woods Redevelopment Authority (the Authority).

Total Operating Budget for FY15 is $91,874, which includes $757 for required fund transfers and $91,117 for Project Costs.

The FY15 Operating Budget includes $32,117 for administrative and overhead. The Authority must advise the Chief Development Officer of any budget amendments. Adjustments to the budget that exceed the lessor of $400,000 or 5% of project costs require City Council approval.

Prior Council Action:
Date and identification of prior authorizing Council Action:
Ord. No. 2013-0987, 11/06/13

Contact Information:
Gwendolyn Tillotson **Phone:** (832) 393-0937

ATTACHMENTS:

	Description	Type
🗋	FY15 Leland Woods Redevelopment (TIRZ 22) RCA	Signed Cover sheet
🗋	FY15 Leland Woods Redevelopment (TIRZ 22) BACKUP	Backup Material
🗋	FY15 Leland Woods Redevelopment (TIRZ 22) Prior Action	Backup Material

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary | **RCA #**

SUBJECT: Ordinance approving the Fiscal Year 2015 Operating Budget for Leland Woods Redevelopment Authority | **Page** 1 of 1 | **Agenda Item#**

FROM: (Department or other point of origin):
Andrew F. Icken
Chief Development Officer | **Origination Date** | **Agenda Date**

DIRECTOR'S SIGNATURE: | **Council Districts affected:** B

For additional information contact:
Gwen Tillotson **Phone:** (832) 393-0937 | **Date and identification of prior authorizing Council Action:** Ord. No. 2013-0987, 11/06/13

RECOMMENDATION: (Summary)
City Council adopt an ordinance approving the Fiscal Year 2015 Operating Budget for Leland Woods Redevelopment Authority

Amount of Funding: No Funding Required

SOURCE OF FUNDING: **[ ] General Fund** **[ ] Grant Fund** **[ ] Enterprise Fund** **[ ] Other (Specify)**

SPECIFIC EXPLANATION:

The Administration has undertaken a comprehensive review of proposed FY15 TIRZ budgets and recommends approval of the FY15 Operating Budget for Leland Woods Redevelopment Authority (the Authority).

- Total Operating Budget for FY15 is $91,874, which includes $757 for required fund transfers and $91,117 for Project Costs.

The FY15 Operating Budget includes $32,117 for administration and overhead. The Authority must advise the Chief Development Officer of any budget amendments. Adjustments to the budget that exceed the lessor of $400,000 or 5% of project costs require City Council approval.

Attachments: FY15 Operating Budget

cc: Marta Crinejo, Agenda Director
Anna Russell, City Secretary
David Feldman, City Attorney
Gary Dzierlenga, Senior Assistant City Attorney

REQUIRED AUTHORIZATION

Other Authorization:	**Other Authorization:**	**Other Authorization:**

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2015 BUDGET PROFILE

Fund Summary
Fund Name: **Leland Woods Redevelopment Authority**
TIRZ: **22**
Fund Number: **7570/50**

PROFILE

Base Year:		2003
Base Year Taxable Value:	$	730,340
Projected Taxable Value (TY2014):	$	3,124,465
Current Taxable Value (TY2013):	$	3,063,201
Acres:		80.33
Administrator (Contact):		City of Houston
Contact Number:		(832) 393-0985

NARRATIVE

Zone Purpose:

Tax Increment Reinvestment Zone Number Twenty-Two, City of Houston, Texas was created to provide plans and programs needed to design and construction affordable housing and related public green space on approximately 80 acres of vacant land located in the northeast Houston area through the design and construction of roadways and streets, public utility sytems, sidewalks and pedestrian and public open space enhancements.

PROJECT PLAN

	Total Plan	Cumulative Expenses (to 6/30/13)	Variance
Capital Projects:			
Public Infrastructure	$ 6,089,985	$ -	$ 6,089,985
Landscaping	220,000	-	220,000
Sound Barrier, Sidewalk	229,500	-	229,500
Land Acquisition	-	873,496	(873,496)
	-	-	-
	-	-	-
	-	-	-
	-	-	-
Total Capital Projects	$ 6,539,485	$ 873,496	$ 5,665,989
Affordable Housing	-	-	-
School & Education/Cultural Facilities	-	-	-
Financing Costs	1,800,000	-	1,800,000
Administration Costs/ Professional Services	165,000	220,247	(55,247)
Creation Costs	53,000	12,728	40,272
Total Project Plan	$ 8,557,485	$ 1,106,471	$ 7,451,014

DEBT

Additional Financial Data	FY2014 Budget	FY2014 Estimate	FY2015 Budget
Debt Service	$ -	$ -	$ -
Principal	$ -	$ -	$ -
Interest	$ -	$ -	$ -
	Balance as of 6/30/13	**Projected Balance as of 6/30/14**	**Projected Balance as of 6/30/15**
Year End Outstanding (Principal)			
Bond Debt	$ -	$ -	$ -
Bank Loan	$ -	$ -	$ -
Line of Credit	$ -	$ -	$ -
Developer Agreement	$ -	$ -	$ -
Other	$ -	$ -	$ -

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2015 BUDGET PROFILE

Fund Summary
Fund Name: **Leland Woods Redevelopment Authority**
TIRZ: **22**
Fund Number: **7570/50**

TIRZ Budget Line Items	FY2014 Budget	FY2014 Estimate	FY2015 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	$ -	$ -	$ -
RESTRICTED Funds - Affordable Housing	$ -	$ -	$ -
RESTRICTED Funds - Earnest Funds (36 Acre Tract)	$ -	$ -	$ -
UNRESTRICTED Funds	$ 162,404	$ 126,441	$ 87,688
Beginning Balance	**$ 162,404**	**$ 126,441**	**$ 87,688**
City tax revenue	$ 12,497	$ 14,754	$ 15,141
County tax revenue	$ -	$ -	$ -
ISD tax revenue	$ -	$ -	$ -
ISD tax revenue - Pass Through	$ -	$ -	$ -
Community College tax revenue	$ -	$ -	$ -
Incremental property tax revenue	**$ 12,497**	**$ 14,754**	**$ 15,141**
Proceeds from Land Sales	$ 100,000	$ 118,501	$ -
Miscellaneous revenue	**$ 100,000**	**$ 118,501**	**$ -**
COH TIRZ interest	$ 18	$ 9	$ -
Interest Income	$ 364	$ -	$ -
Other Interest Income	**$ 382**	**$ 9**	**$ -**
	$ -	$ -	$ -
	$ -	$ -	$ -
Grant Proceeds	**$ -**	**$ -**	**$ -**
	$ -	$ -	$ -
Proceeds from Bank Loan	**$ -**	**$ -**	**$ -**
	$ -	$ -	$ -
Contract Revenue Bond Proceeds	**$ -**	**$ -**	**$ -**
TOTAL AVAILABLE RESOURCES	**$ 275,283**	**$ 259,704**	**$ 102,829**

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2015 BUDGET PROFILE

Fund Summary
Fund Name: **Leland Woods Redevelopment Authority**
TIRZ: **22**
Fund Number: **7570/50**

TIRZ Budget Line Items	FY2014 Budget	FY2014 Estimate	FY2015 Budget
EXPENDITURES			
Accounting	$ 6,500	$ 17,830	$ 6,500
Administration Salaries & Benefits	$ 15,000	$ 25,413	$ 15,000
Auditor	$ 9,000	$ 8,000	$ 9,000
Bond Services/Trustee/Financial Advisor	$ -	$ -	$ -
Insurance	$ 1,364	$ 1,584	$ 1,583
Office Administration	$ 200	$ 254	$ 34
TIRZ Administration and Overhead	**$ 32,064**	**$ 53,081**	**$ 32,117**
Closing Cost Land Acquisition	$ -	$ -	$ -
Legal	$ 25,000	$ 28,197	$ 25,000
Construction Audit	$ -	$ -	$ -
Property Maintenance	$ -	$ -	$ -
Program and Project Consultants	**$ 25,000**	**$ 28,197**	**$ 25,000**
Management consulting services	**$ 57,064**	**$ 81,278**	**$ 57,117**
Capital Expenditures (See CIP Schedule)	$ -	$ -	$ -
	$ -	$ -	$ -
TIRZ Capital Expenditures	**$ -**	**$ -**	**$ -**
Developer Reimbursements (Contempo Builders)	$ -	$ 90,000	$ -
Developer / Project Reimbursements	**$ -**	**$ 90,000**	**$ -**
Grant to Leland Woods RDA II	$ 75,000	$ -	$ 34,000
Developer / Project Reimbursements	**$ 75,000**	**$ 90,000**	**$ 34,000**
Loan debt service			
Principal	$ -	$ -	$ -
Interest	$ -	$ -	$ -
Convenience Fee	$ -	$ -	$ -
System debt service	**$ -**	**$ -**	**$ -**
TOTAL PROJECT COSTS	**$ 132,064**	**$ 171,278**	**$ 91,117**
Payment/transfer to ISD - educational facilities	$ -	$ -	$ -
Payment/transfer to ISD - educational facilities (Pass Through)	$ -	$ -	$ -
Adminstration Fees:			
City	$ 625	$ 738	$ 757
County	$ -	$ -	$ -
ISD	$ -	$ -	$ -
Affordable Housing:			
City	$ -	$ -	$ -
County	$ -	$ -	$ -
ISD to City of Houston	$ -	$ -	$ -
Municipal Services (Payable to COH)	$ -	$ -	$ -
Total Transfers	**$ 625**	**$ 738**	**$ 757**
Total Budget	**$ 132,689**	**$ 172,016**	**$ 91,874**
RESTRICTED Funds - Capital Projects	$ -	$ -	$ -
RESTRICTED Funds - Affordable Housing	$ -	$ -	$ -
RESTRICTED Funds - Earnest Funds (36 Acre Tract)	$ -	$ -	$ -
UNRESTRICTED Funds	$ 142,594	$ 87,688	$ 10,955
Ending Fund Balance	**$ 142,594**	**$ 87,688**	**$ 10,955**
Total Budget & Ending Fund Balance	**$ 275,283**	**$ 259,704**	**$ 102,829**

Notes:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District C

20UPA310-MSD Central Industrial Park, Ltd.

Agenda Item#: 20.

Summary:
MUNICIPAL Setting Designation Ordinance prohibiting the use of designated groundwater beneath a tract of land containing 8.1858 acres commonly known as 600 through 720 West 6th Street, Houston, Harris County, Texas; and supporting issuance of a Municipal Setting Designation by the Texas Commission on Environmental Quality - **DISTRICT C - COHEN**

Background:
BACKGROUND: In 2003, the Texas Legislature authorized the creation of Municipal Setting Designations, (MSD), which designate an area in which the use of contaminated groundwater is prohibited for use as potable water. The law is administered by the Texas Commission on Environmental Quality (TCEQ) and requires local City support to designate an MSD. The intent of the legislation is to encourage redevelopment of vacant or abandoned properties while protecting public health. On August 22, 2007, City Council approved an ordinance amending Chapter 47 of the Code of Ordinance by adding Article XIII relating to groundwater, which provides a process to support or not support an MSD application to the State (ordinance amended 7/14/2010).

CENTRAL INDUSTRIAL PARK, LTD. APPLICATION: Central Industrial Park, Ltd. is seeking a Municipal Setting Designation (MSD) for 8.1858 acres of land located at 600-720 West 6th Street, Houston, TX 77007. The contamination consists of Carbon Tetrachloride, Chloroform, 2,2-Dichloroethene, Methylene Chloride, and nitrates. Swift Chemical Company is the former operator of the site. The Swift Chemical facility was demolished prior to 1981. Groundwater plumes for all COCs have been delineated in all directions and the groundwater plumes are stable or declining. A licensed Professional Engineer has certified that the area of contamination has been thoroughly investigated, is fully defined and is stable.

Central Industrial Park, Ltd. is seeking an MSD for this property to restrict access to groundwater to protect the public against possible exposure to the contaminants. There is a public drinking water supply system that meets state requirements that supplies or is capable of supplying drinking water to the MSD property and all properties within one-half mile of the MSD property. A public meeting was held on September 3, 2014 at the Houston Permitting Center, and a public hearing was held on September 11, 2014 during the Transportation, Technology, and Infrastructure Committee. Both meetings are necessary steps prior to City Council's consideration of support.

RECOMMENDATIONS: It recommended that City Council adopt a Municipal Setting Designation (MSD) ordinance prohibiting the use of designated groundwater at the Central Industrial Park, Ltd site located at 600-720 West 6th Street, Houston, TX 77007, and support issuance of an MSD by the Texas Commision on Environmental Quality.

Contact Information:
Jennifer M. Clancey, Program Manager
(832) 394-9004

ATTACHMENTS:

	Description	Type
	20UPA310-MSD Central Industrial Park, Ltd. RCA	Signed Cover sheet
	20UPA310-MSD Central Industrial Park, Ltd. MAPS	Backup Material
	20UPA310-MSD Central Industrial Park, Ltd. PUBLIC NOTICE	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: An ordinance to adopt a Municipal Setting Designation prohibiting the use of designated groundwater for Central Industrial Park, Ltd. for the site located at 600-720 West 6th Street, Houston, TX 77007. (MSD # 2014-069-CIP)	**Page** 1 **of** 1	**Agenda Item #**

FROM (Department or other point of origin): Department of Public Works and Engineering	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** C June	
For additional information contact: June Jennifer M. Clancey, Program Manager (832) 394-9005	**Date and identification of prior authorizing Council action:**	

RECOMMENDATION: (Summary)
It is recommended that City Council adopt a Municipal Setting Designation (MSD) ordinance prohibiting the use of designated groundwater at the Central Industrial Park, Ltd. site located at 600-720 West 6th Street, Houston, TX 77007, and support issuance of an MSD by the Texas Commission on Environmental Quality (TCEQ). (MSD # 2014-069-CIP)

Amount and Source of Funding: N/A

BACKGROUND: In 2003, the Texas Legislature authorized the creation of Municipal Setting Designations (MSD), which designate an area in which the use of contaminated groundwater is prohibited for use as potable water. The law is administered by the Texas Commission on Environmental Quality (TCEQ) and requires local City support to designate an MSD. The intent of the legislation is to encourage redevelopment of vacant or abandoned properties while protecting public health. On August 22, 2007, City Council approved an ordinance amending Chapter 47 of the Code of Ordinances by adding Article XIII relating to groundwater, which provides a process to support or not support an MSD application to the State (ordinance amended 7/14/2010).

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RECOMMENDATIONS: It is recommended that City Council adopt a Municipal Setting Designation (MSD) ordinance prohibiting the use of designated groundwater at the Central Industrial Park, Ltd. site located at 600-720 West 6th Street, Houston, TX 77007, and support issuance of an MSD by the Texas Commission on Environmental Quality.

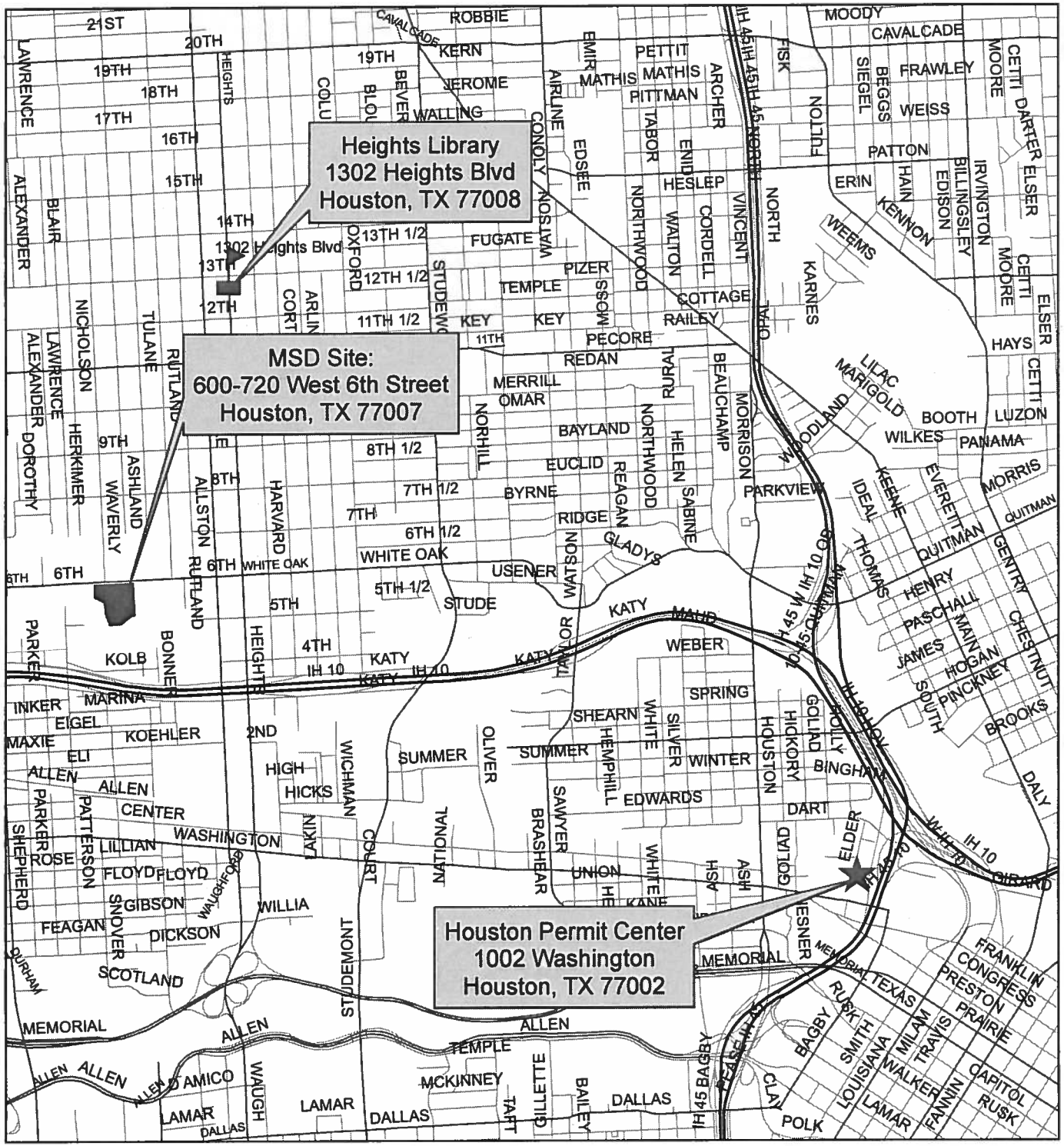
MLL:TJH:RM:jmc
P:\UTILITY ANALYSIS-DEVELOPER SERVICES\MSD\GENERIC INFO, LETTERS, MEMOS, ETC\GENERIC RCA - ORDINANCE SUPPORT.DOC
C: Marta Crinejo, Phillip Goodwin

REQUIRED AUTHORIZATION **CUIC ID #20UPA310**

Other Authorization:	**Authorization:** Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning & Development Services Division	**Other Authorization:**

Municipal Setting Designation

2014-069-CIP Map

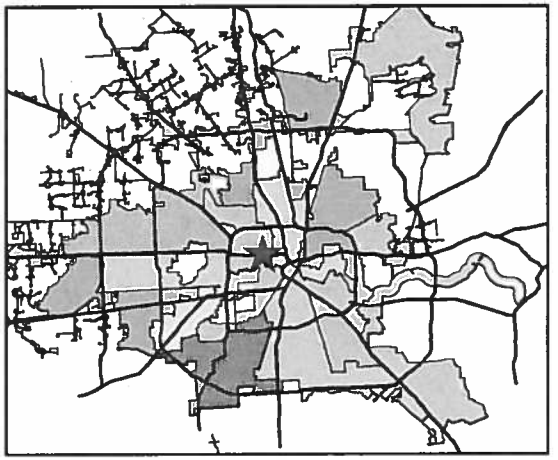


Legend

- MSD Site Parcel
- Community Center
- Library

0 0.075 0.15 0.3 Miles

N W E S



This map represents the best information available to the City. The City does not warrant its accuracy or completeness. Fieldverification should be performed as necessary.



USGS TOPOGRAPHIC QUADRANGLE MAP
Houston Heights, Texas

Terracon
Consulting Engineers & Scientists

Topo Revised: 2010
Aerial Photo Revised: 2009

APPROXIMATE SCALE 1"= 2000'

0 1000' 2000'

N

Central Industrial Park
600-720 W. 6th Street
Houston, Texas

TERRACON PROJECT NO. 92137736

Prepared By: AD

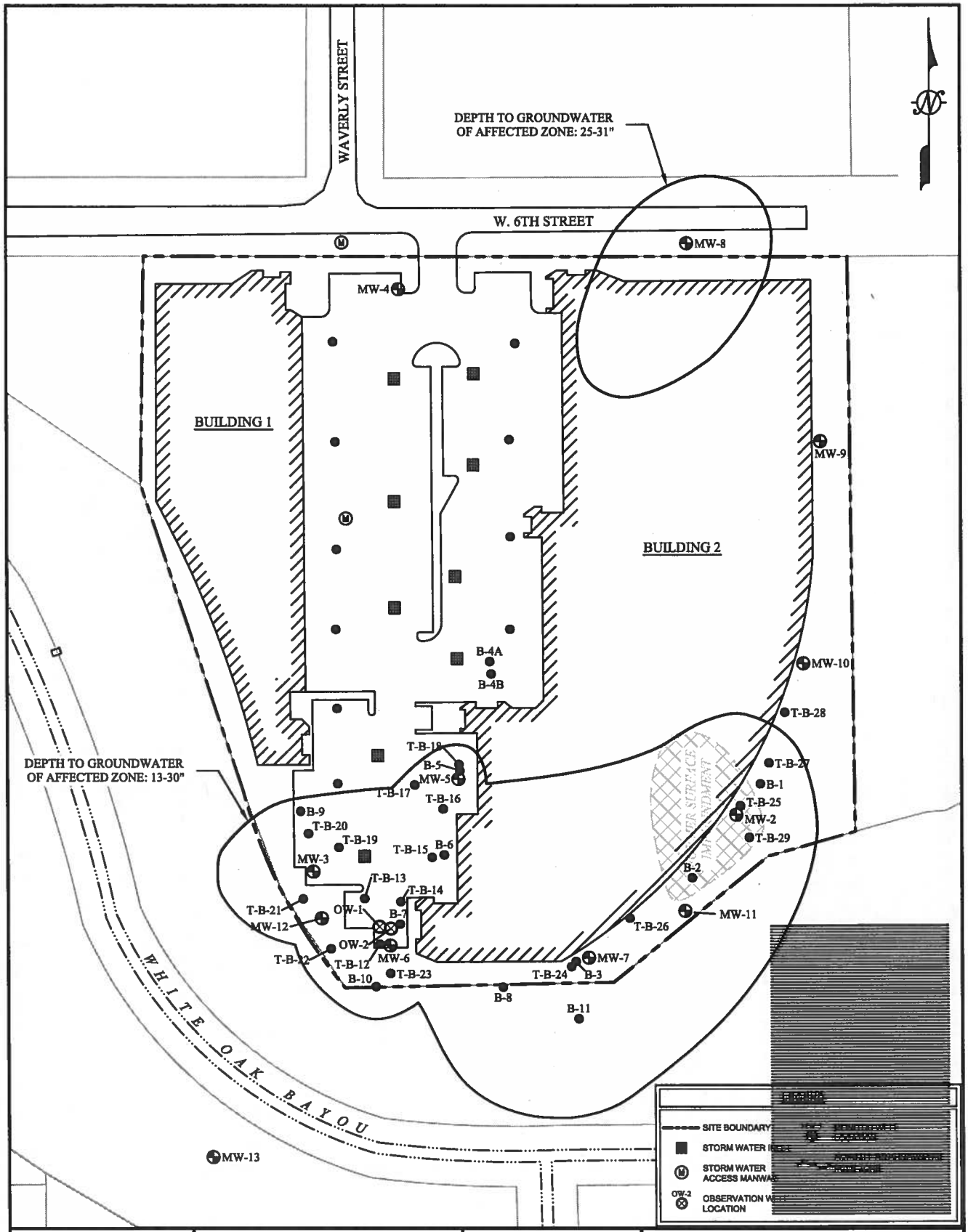
Approved By: AN

FIGURE 1A:
LOCATION OF THE DESIGNATED PROPERTY

N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1A.dwg



0 0.25 0.5 Miles 1 inch = 0.5 miles	Terracon Consulting Engineers & Scientists Terracon No. 92137736	CHECKED BY: AN SCALE: AS SHOWN DATE: 7-12-2011	Figure 1B Topographic Map Central Industrial Park 600-720 West 6th Street Houston, Texas



APPROXIMATE SCALE 1"= 120'

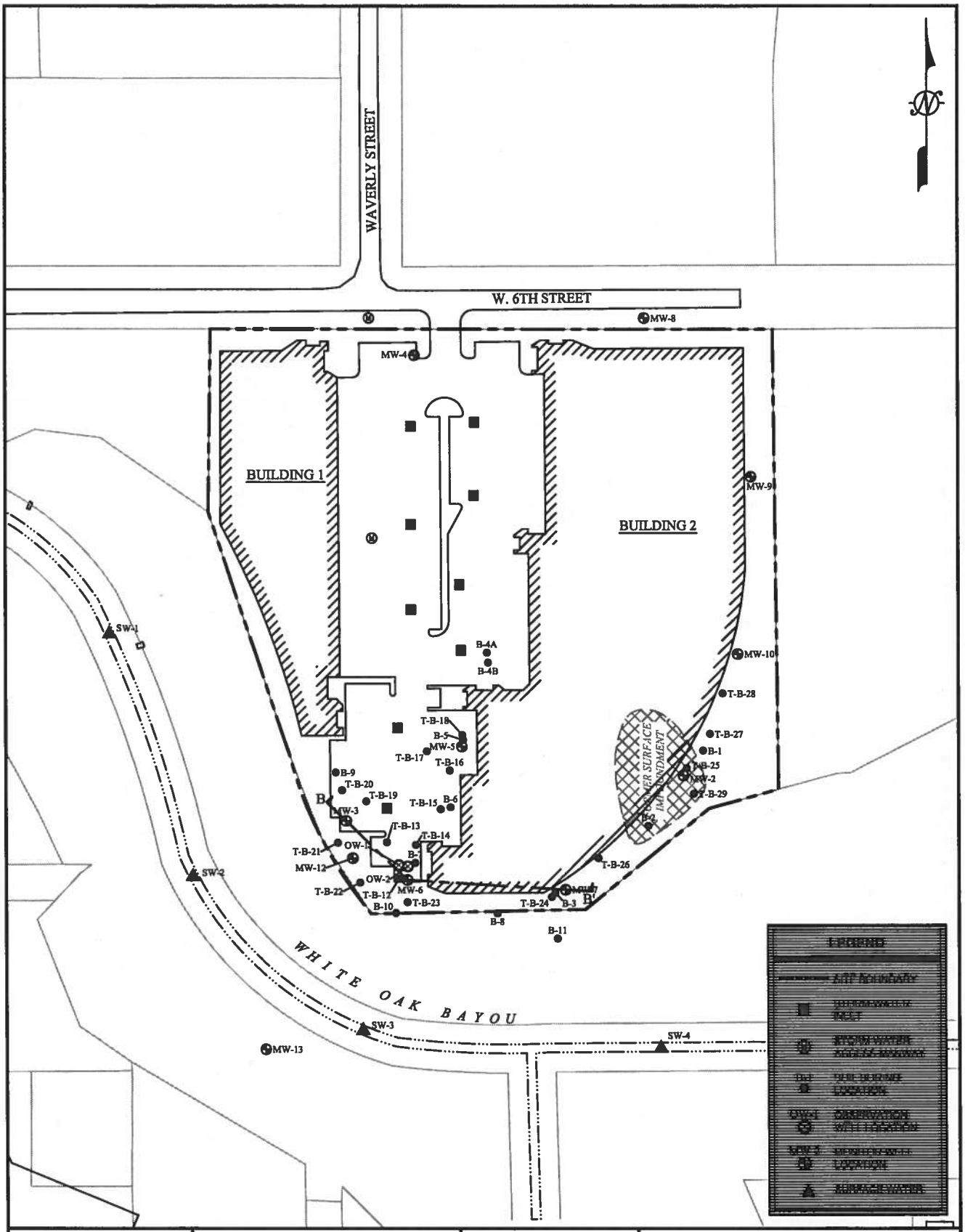
Terracon
Consulting Engineers & Scientists

TERRACON NO: 92137736

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SCALE:	AS SHOWN
DATE:	11-19-2013

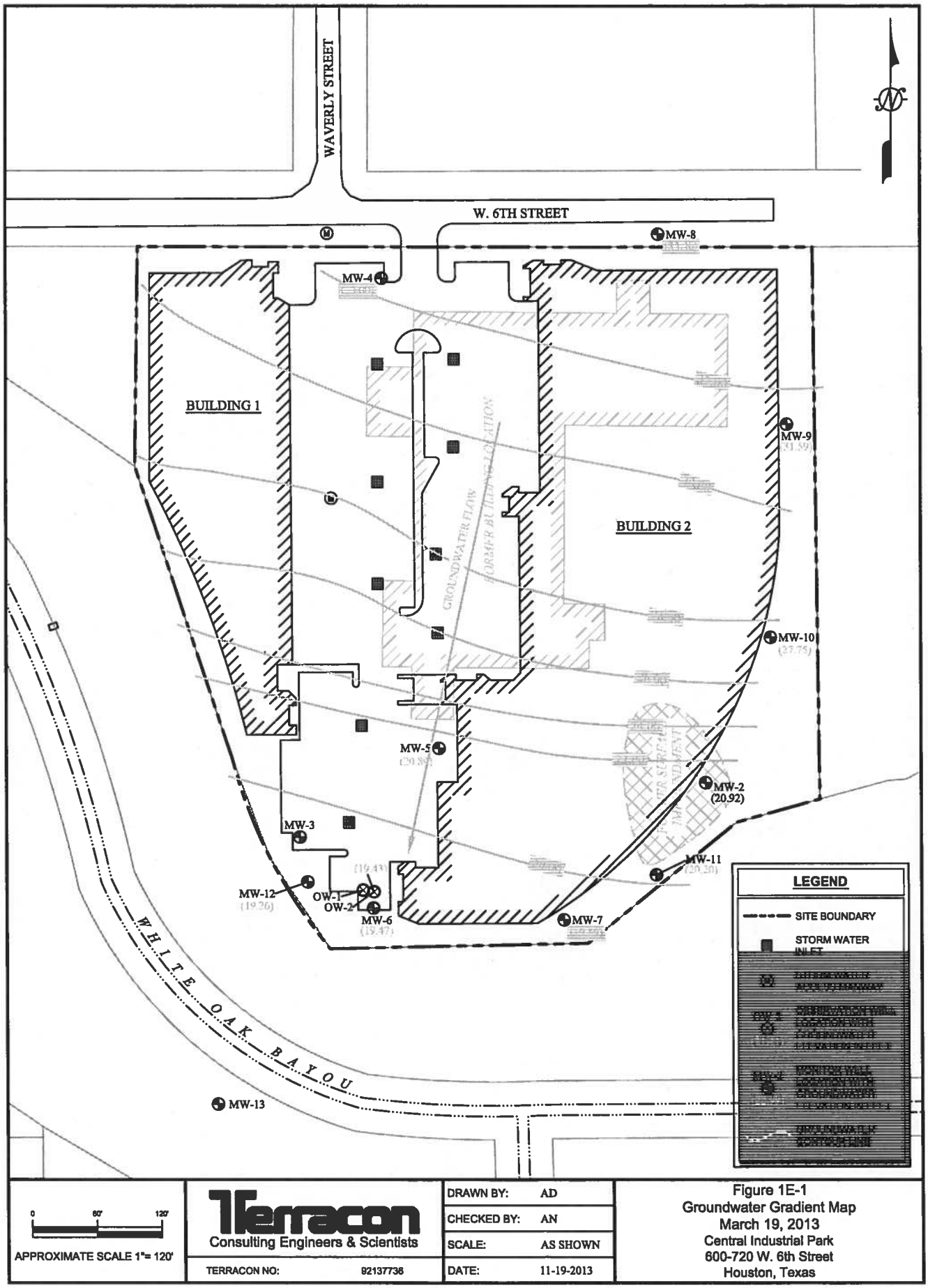
Figure 1C
Groundwater PCLE Zone Map
Central Industrial Park
600-720 W. 6th Street
Houston, Texas

N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1C.dwg : Figure 1C

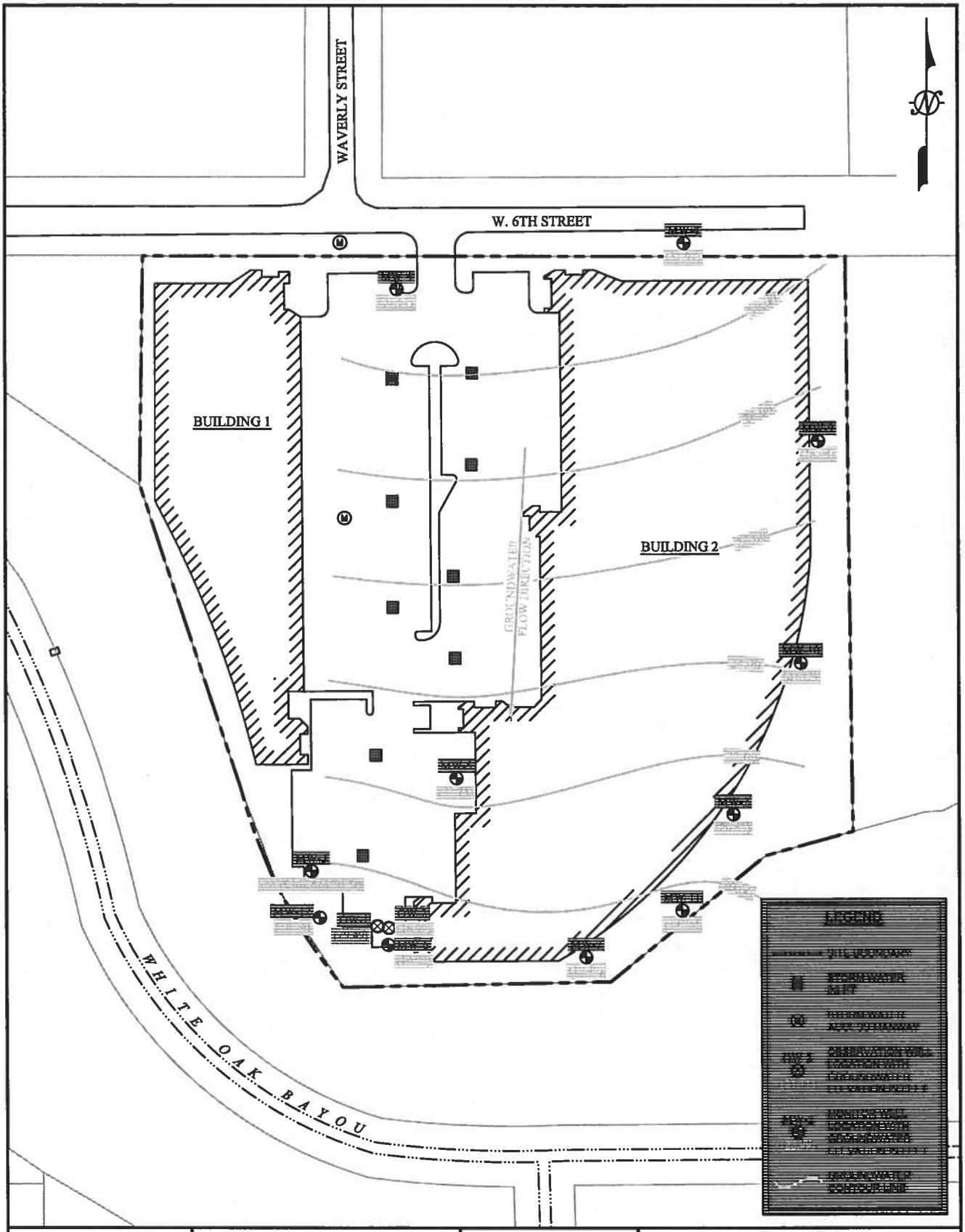


N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1D.dwg : Figure 1D

APPROXIMATE SCALE 1"= 150' (0, 75', 150')	Terracon Consulting Engineers & Scientists	DRAWN BY: AD CHECKED BY: AN SCALE: AS SHOWN DATE: 12-2-2013	Figure 1D Site Plan Showing Soil Borings and Monitor Wells Central Industrial Park 600-720 W. 6th Street Houston, Texas
	TERRACON NO: 92137736		

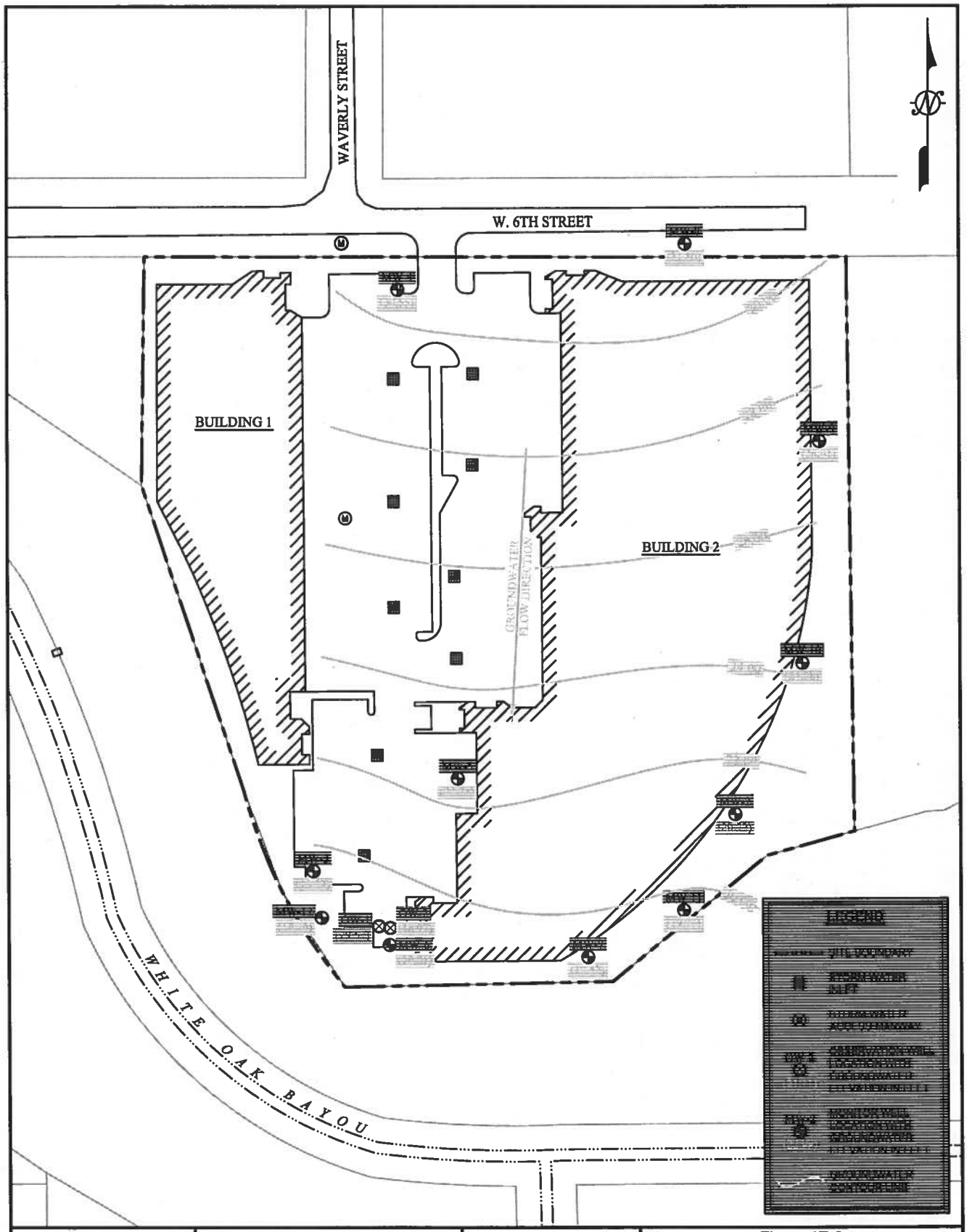


N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-1.dwg : Figure 1E-1

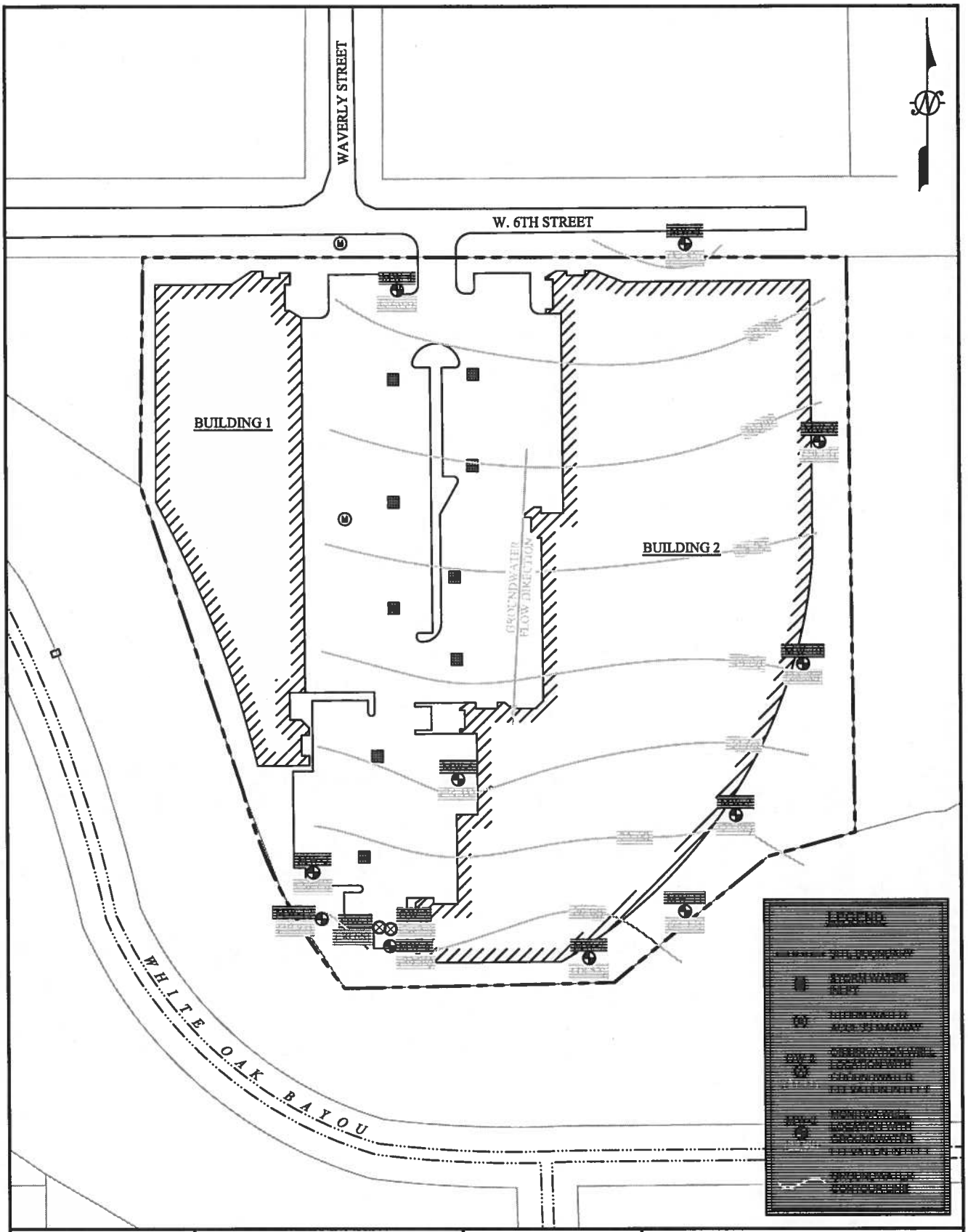


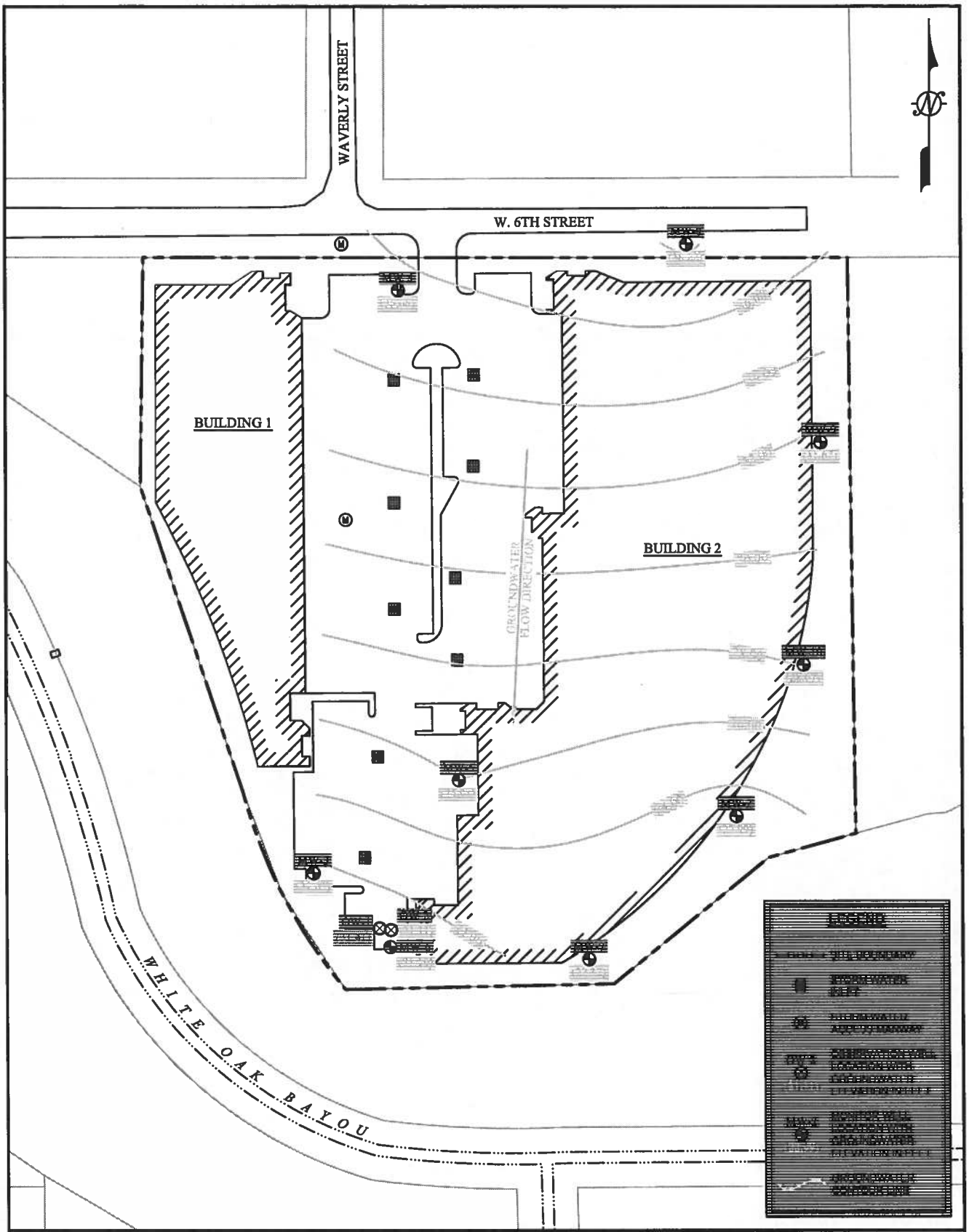
N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-2.dwg : Lass OW-1

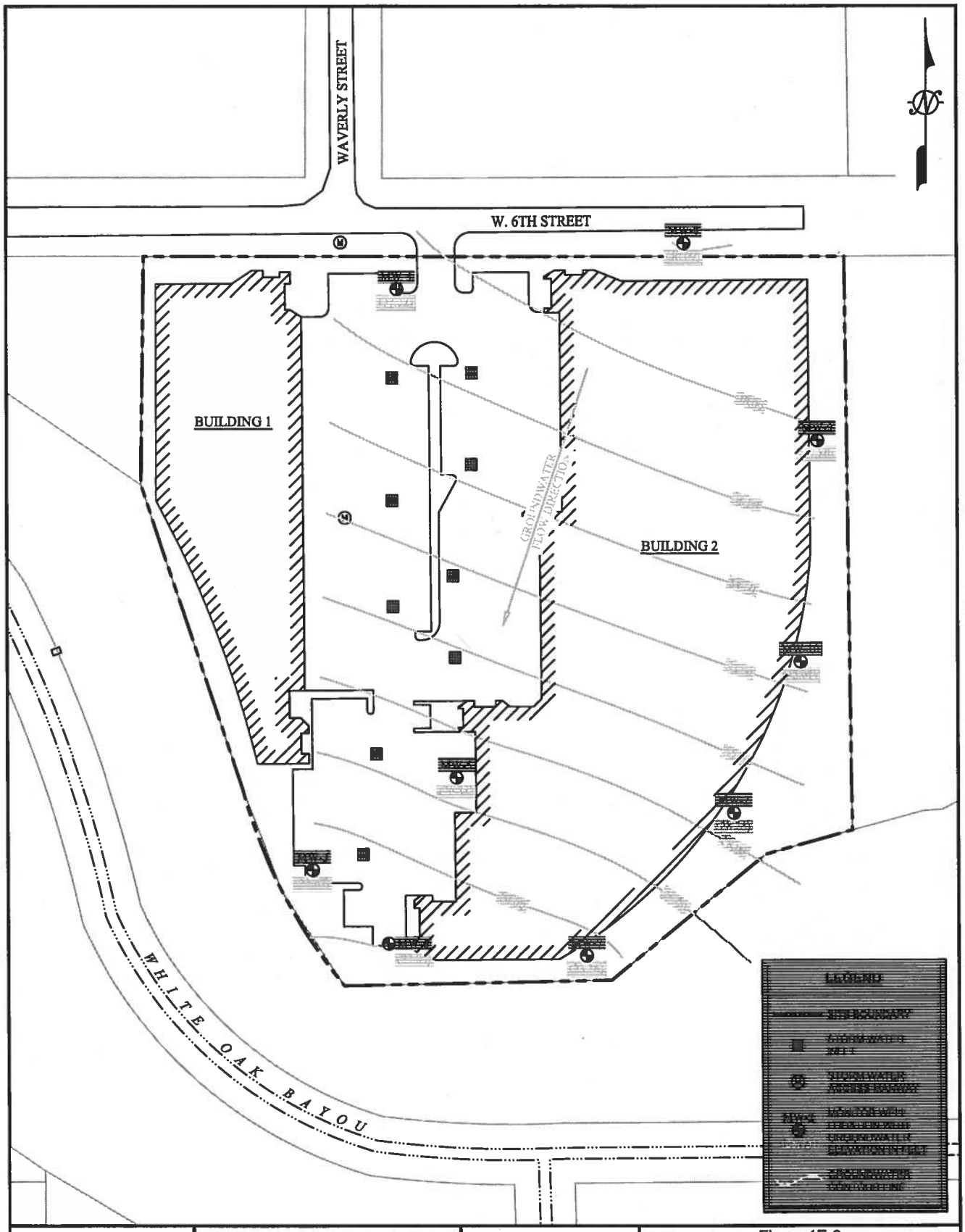
0 60' 120' APPROXIMATE SCALE 1"= 120'	Terracon Consulting Engineers & Scientists	DRAWN BY: AD	Figure 1E-2 Groundwater Gradient Map October 28, 2011 Central Industrial Park 600-720 W. 6th Street Houston, Texas
		CHECKED BY: AN	
		SCALE: AS SHOWN	
	TERRACON NO: 92137736	DATE: 12-2-2013	



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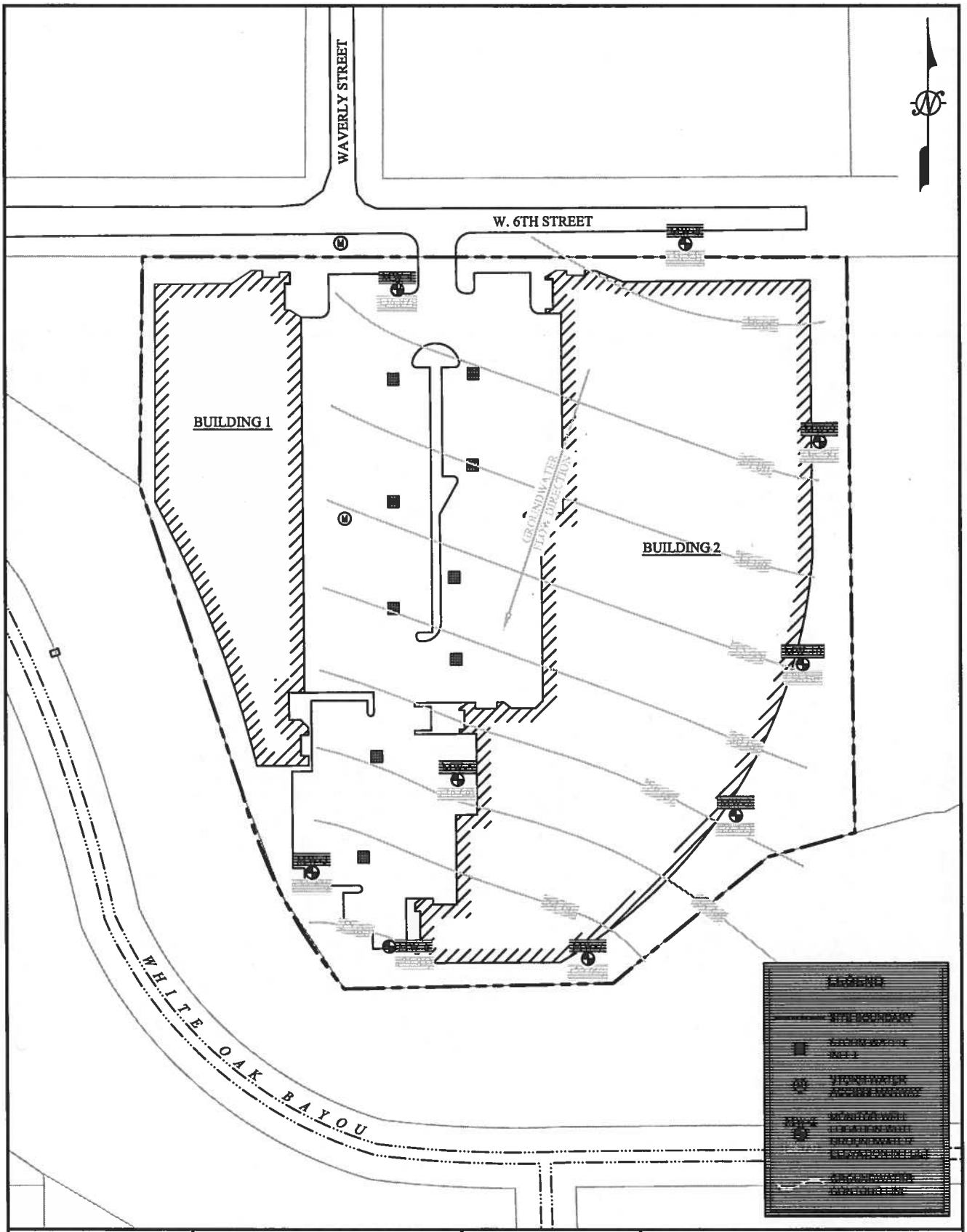

WAVERLY STREET
W. 6TH STREET
BUILDING 1
BUILDING 2
GROUNDWATER FLOW DIRECTION
WHITE OAK BAYOU
LEGEND
0
60'
120'
APPROXIMATE SCALE 1"= 120'
Terracon
Consulting Engineers & Scientists
TERRACON NO: 92137736
DRAWN BY: AD
CHECKED BY: AN
SCALE: AS SHOWN
DATE: 12-2-2013
Figure 1E-4
Groundwater Gradient Map
October 19, 2010
Central Industrial Park
600-720 W. 6th Street
Houston, Texas
N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-4.dwg : Lea OW-1


WAVERLY STREET
W. 6TH STREET
BUILDING 1
BUILDING 2
GROUNDWATER FLOW DIRECTION
WHITE OAK BAYOU
LEGEND
APPROXIMATE SCALE 1"= 120'
0
60'
120'
Terracon
Consulting Engineers & Scientists
TERRACON NO: 92137736
DRAWN BY: AD
CHECKED BY: AN
SCALE: AS SHOWN
DATE: 12-2-2013
Figure 1E-5
Groundwater Gradient Map
January 20, 2010
Central Industrial Park
600-720 W. 6th Street
Houston, Texas
N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-5.dwg : Less OW-1



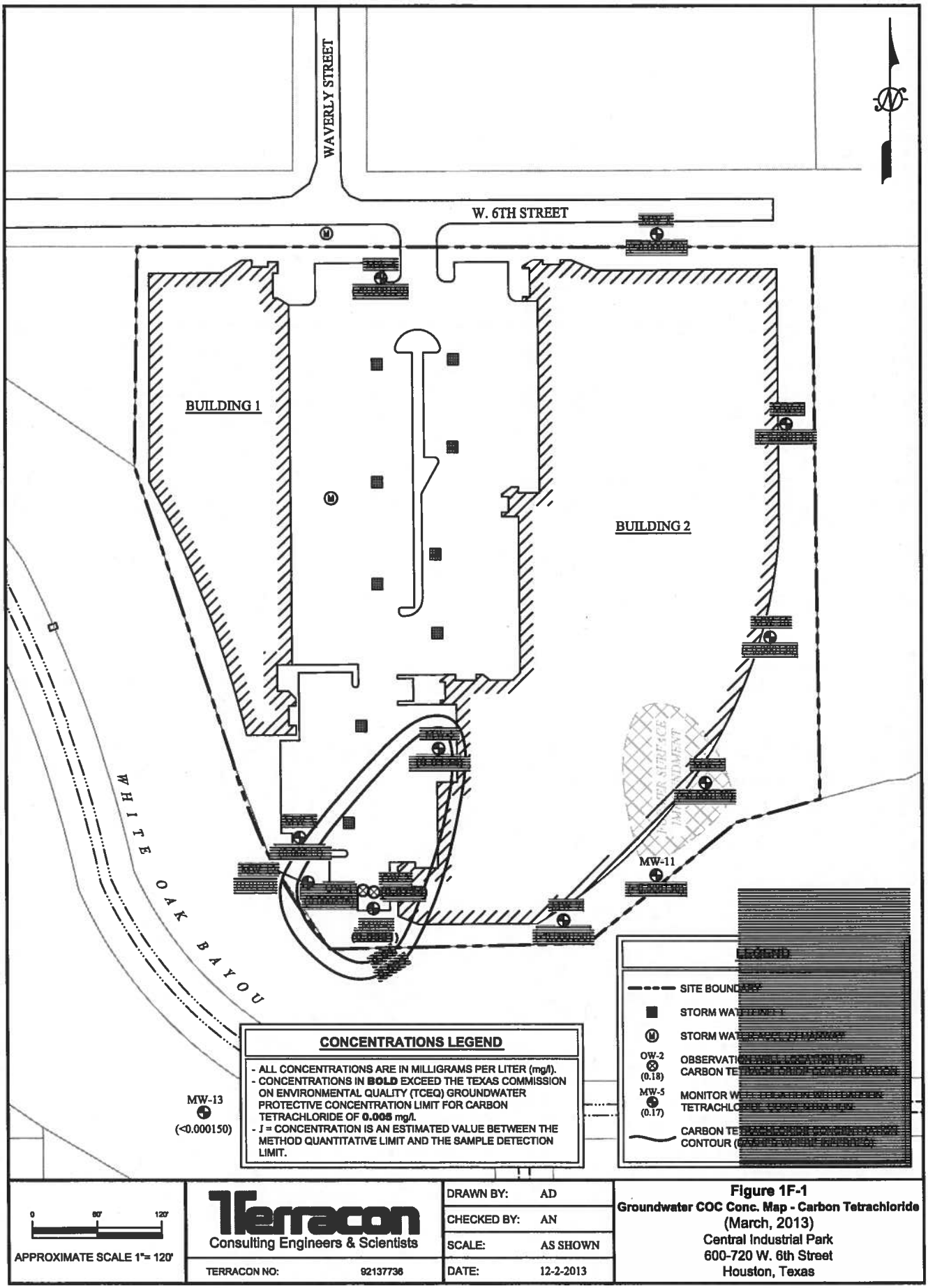
N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-6.dwg : No OWs

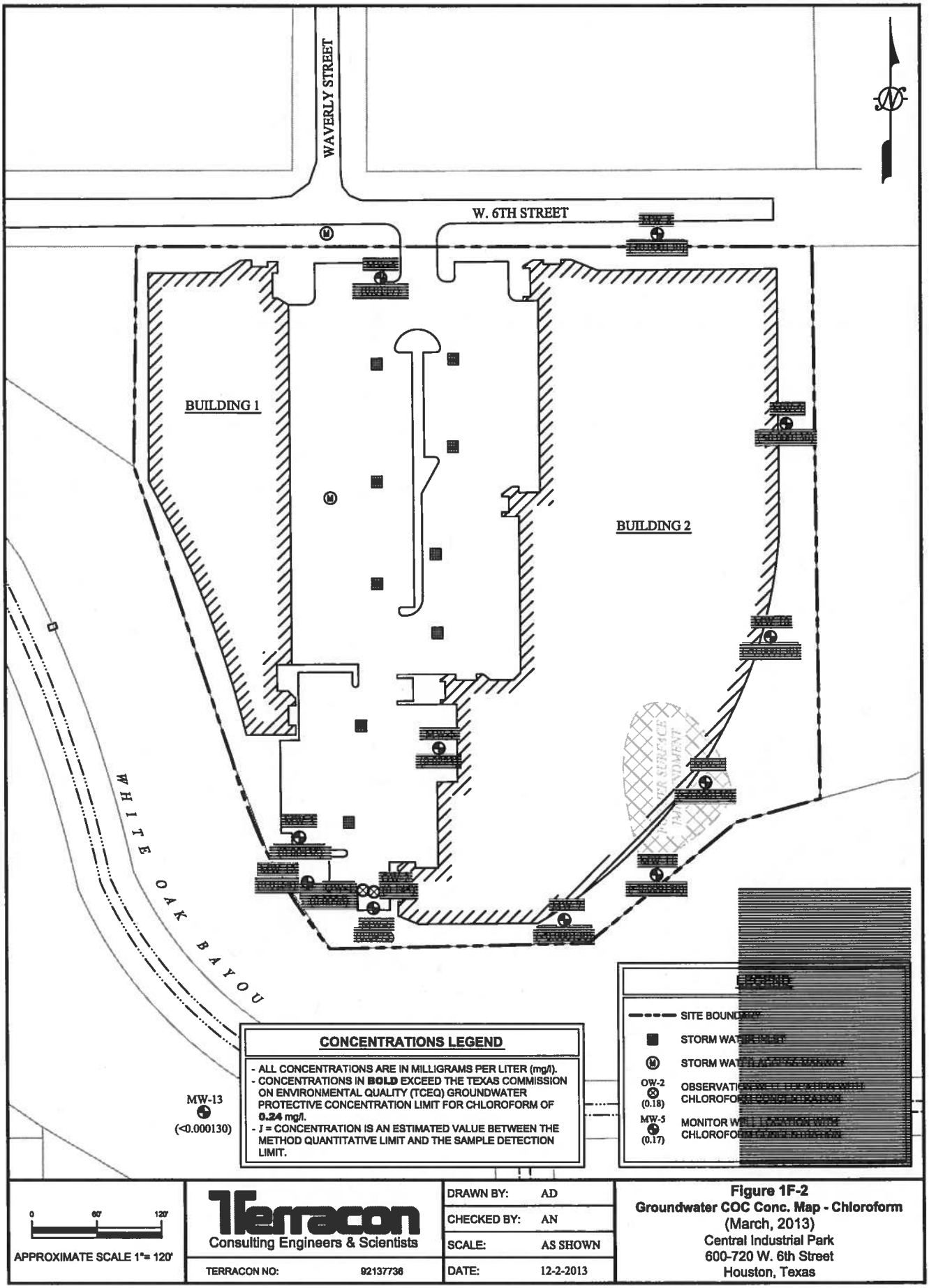
APPROXIMATE SCALE 1"= 120' (0, 60', 120')	Terracon Consulting Engineers & Scientists	DRAWN BY: AD CHECKED BY: AN SCALE: AS SHOWN DATE: 11-19-2013	Figure 1E-6 Groundwater Gradient Map March 11, 2008 Central Industrial Park 600-720 W. 6th Street Houston, Texas
	TERRACON NO: 92137736		



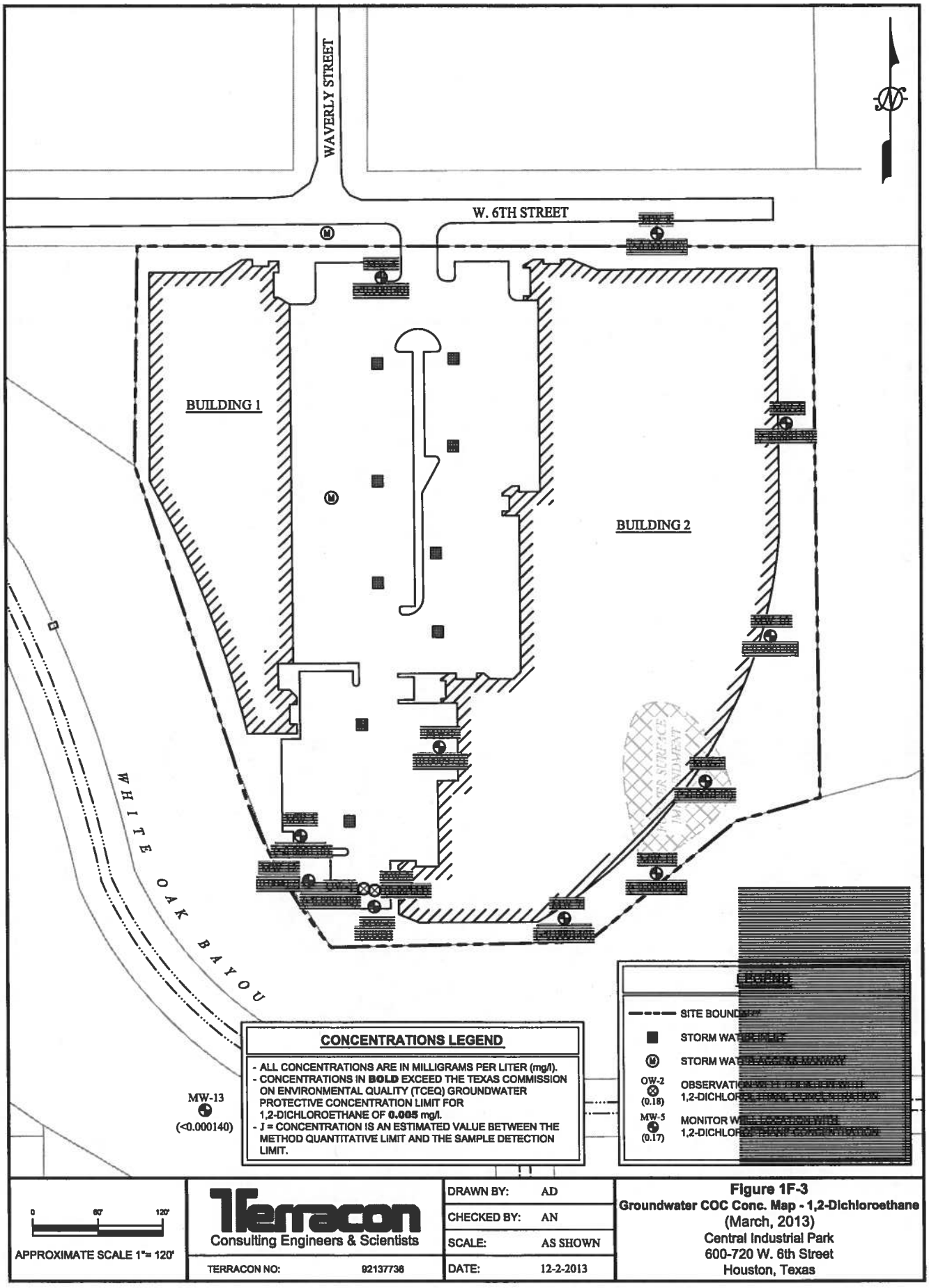
N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1E-7.dwg : No OWs

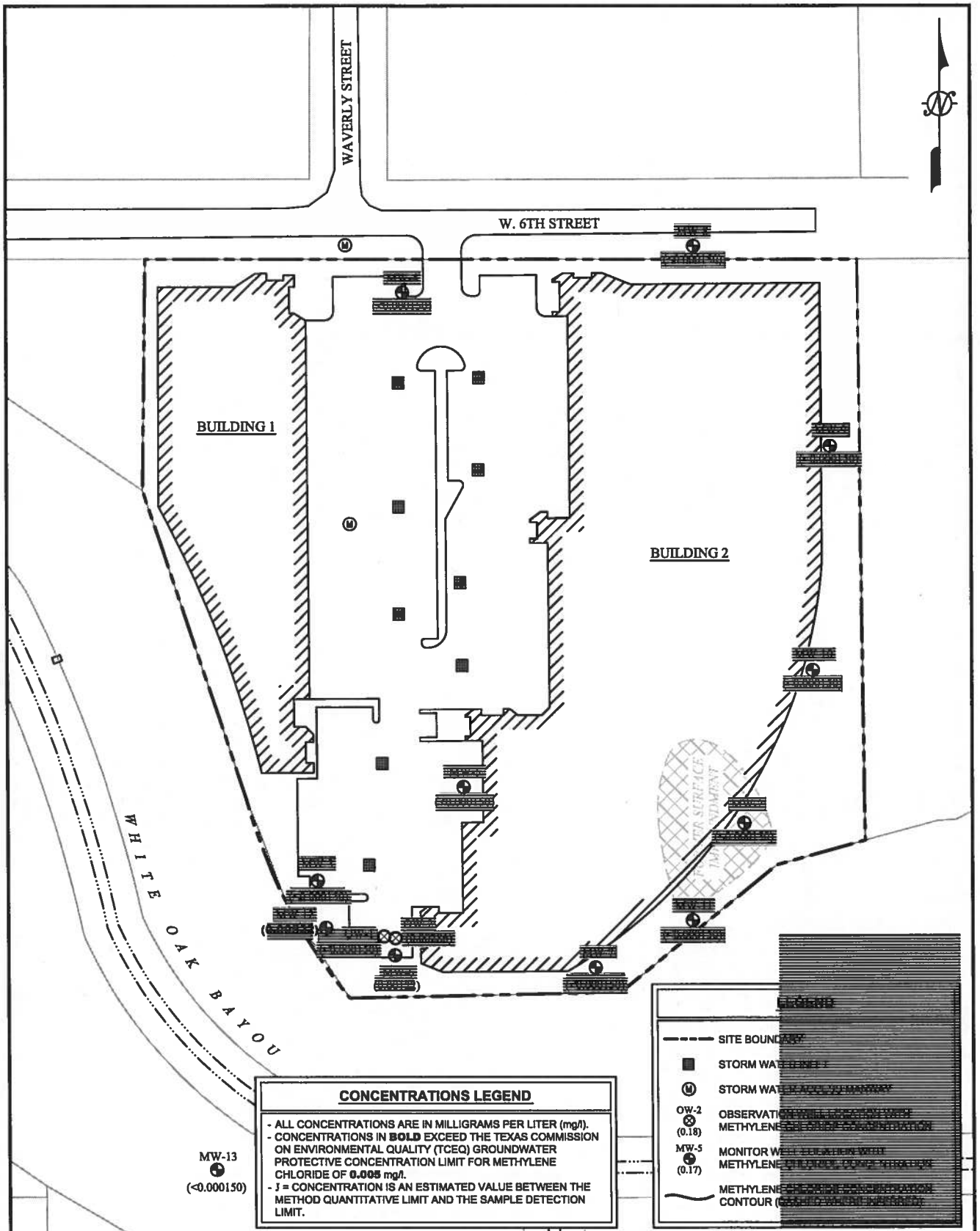
APPROXIMATE SCALE 1"= 120'	Terracon Consulting Engineers & Scientists	DRAWN BY: AD	Figure 1E-7 Groundwater Gradient Map January 10, 2002 Central Industrial Park 600-720 W. 6th Street Houston, Texas
		CHECKED BY: AN	
		SCALE: AS SHOWN	
	TERRACON NO: 92137736	DATE: 11-19-2013	

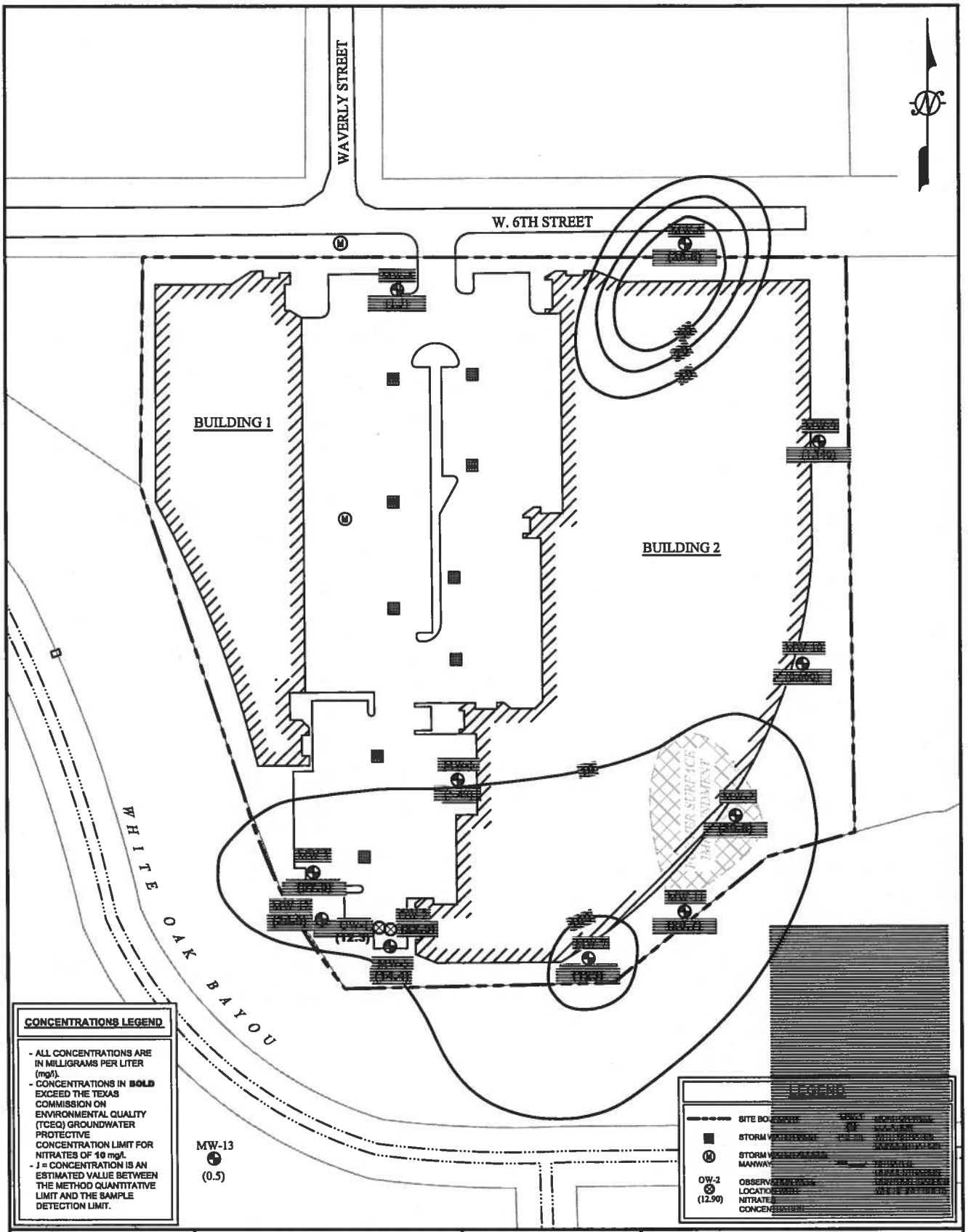

WAVERLY STREET
W. 6TH STREET
BUILDING 1
BUILDING 2
WHITE OAK BAYOU
MW-11
MW-13
(<0.000150)
CONCENTRATIONS LEGEND
- ALL CONCENTRATIONS ARE IN MILLIGRAMS PER LITER (mg/l).
- CONCENTRATIONS IN BOLD EXCEED THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GROUNDWATER PROTECTIVE CONCENTRATION LIMIT FOR CARBON TETRACHLORIDE OF 0.005 mg/l.
- J = CONCENTRATION IS AN ESTIMATED VALUE BETWEEN THE METHOD QUANTITATIVE LIMIT AND THE SAMPLE DETECTION LIMIT.
LEGEND
SITE BOUNDARY
STORM WATER INLET
STORM WATER MANHOLE
OW-2 (0.18)
MW-5 (0.17)
MONITOR WELL
CONTOUR
0
60'
120'
APPROXIMATE SCALE 1"= 120'
Terracon
Consulting Engineers & Scientists
TERRACON NO: 92137736
DRAWN BY: AD
CHECKED BY: AN
SCALE: AS SHOWN
DATE: 12-2-2013
Figure 1F-1
Groundwater COC Conc. Map - Carbon Tetrachloride
(March, 2013)
Central Industrial Park
600-720 W. 6th Street
Houston, Texas
N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1F-1.dwg : Figure 1F-1



N: \ENV\dox\2013\Drafting\92137736\92137736 Figure 1F-2.dwg : Figure 1F-2


WAVERLY STREET
W. 6TH STREET
BUILDING 1
BUILDING 2
WHITE OAK BAYOU
MW-13
(<0.000140)
CONCENTRATIONS LEGEND
- ALL CONCENTRATIONS ARE IN MILLIGRAMS PER LITER (mg/l).
- CONCENTRATIONS IN BOLD EXCEED THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GROUNDWATER PROTECTIVE CONCENTRATION LIMIT FOR 1,2-DICHLOROETHANE OF 0.005 mg/l.
- J = CONCENTRATION IS AN ESTIMATED VALUE BETWEEN THE METHOD QUANTITATIVE LIMIT AND THE SAMPLE DETECTION LIMIT.
LEGEND
SITE BOUNDARY
STORM WATER INLET
STORM WATER OUTFALL MONITOR
OW-2 (0.18)
MW-5 (0.17)
APPROXIMATE SCALE 1"= 120'
Terracon
Consulting Engineers & Scientists
TERRACON NO: 92137736
DRAWN BY: AD
CHECKED BY: AN
SCALE: AS SHOWN
DATE: 12-2-2013
Figure 1F-3
Groundwater COC Conc. Map - 1,2-Dichloroethane
(March, 2013)
Central Industrial Park
600-720 W. 6th Street
Houston, Texas
N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1F-3.dwg : Figure 1F-3


WAVERLY STREET
W. 6TH STREET
BUILDING 1
BUILDING 2
WHITE OAK BAYOU
SITE BOUNDARY
STORM WATER INLET
STORM WATER MANHOLE/MANWAY
OW-2 (0.18) OBSERVATION WELL AND METHYLENE CHLORIDE CONCENTRATION
MW-5 (0.17) MONITOR WELL AND METHYLENE CHLORIDE CONCENTRATION
METHYLENE CHLORIDE CONCENTRATION CONTOUR
MW-13 (<0.000150)
CONCENTRATIONS LEGEND
- ALL CONCENTRATIONS ARE IN MILLIGRAMS PER LITER (mg/l).
- CONCENTRATIONS IN BOLD EXCEED THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) GROUNDWATER PROTECTIVE CONCENTRATION LIMIT FOR METHYLENE CHLORIDE OF 0.005 mg/l.
- J = CONCENTRATION IS AN ESTIMATED VALUE BETWEEN THE METHOD QUANTITATIVE LIMIT AND THE SAMPLE DETECTION LIMIT.
0 60' 120'
APPROXIMATE SCALE 1"= 120'
Terracon
Consulting Engineers & Scientists
TERRACON NO: 92137736
DRAWN BY: AD
CHECKED BY: AN
SCALE: AS SHOWN
DATE: 12-2-2013
Figure 1F-4
Groundwater COC Conc. Map - Methylene Chloride
(March, 2013)
Central Industrial Park
600-720 W. 6th Street
Houston, Texas
N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1F-4.dwg : Figure 1F-4



N:\ENV\dox\2013\Drafting\92137736\92137736 Figure 1F-5.dwg : Figure 1F-5

NOTICE OF PUBLIC MEETING
REQUEST FOR SUPPORT OF
MUNICIPAL SETTING DESIGNATION
August 4, 2014

An application has been filed with the City of Houston for the city's support of a Municipal Setting Designation (MSD) for the Applicant/location listed below. You are receiving this notification because, according to the last approved city tax roll, you are in one of the following categories: an owner of real property lying within a half-mile, owner/operator of water wells within five-miles, including retail public utilities, municipality within a half-mile, municipality owning/operating a groundwater supply well within five-miles, Harris-Galveston Subsidence District, or any other interested group registered with the Planning & Development Department within a half-mile of this site. Please note: Any municipality or retail public utility receiving this notice may pass a resolution opposing the MSD application no later than the 120th day from the date of this notice. Otherwise, no action from the municipality or retail public utility is required. This notice implies no legal obligation upon you. If you have received this notice in error, please disregard it.

Applicant Information:

Name: Central Industrial Park, Ltd. (MSD# 2014-069-CIP)

Location (the Site): 600-720 West 6th Street, Houston, Texas 77007

Legal Description: TRS 24 THRU 39 BLK 295 LTS 1, THRU 17 & 50 THRU 68 AND TRS18A 19A 20A 49 69 70 BLK 296 HOUSTON HEIGHTS

Responsible Party: Swift Chemical Company

The property is within the corporate limits or ETJ of a municipality authorized by statute. A public drinking water supply system exists that satisfies the requirements of Chapter 341. This system supplies or is capable of supplying drinking water to the property for which the MSD is sought and to property within one-half mile of the Site.

The purpose of the public meeting is for the Applicant to provide information to the community about the Site, the Applicant's request for an MSD, and to obtain community input prior to a public hearing at City Council. Public viewing of this application is available at the Heights Library located at 1302 Heights Blvd Houston, TX 77008, and online at www.houstonmsd.org (click on MSD in review).

PUBLIC MEETING

Date – Time: September 3, 2014 – 6:00 PM
Place: Houston Permit Center
Address: 1002 Washington Ave
Houston, Texas 77002

If you are unable to attend and have questions or comments, please contact the City of Houston Public Works and Engineering Department at:
Phone: (832) 394-9005 Email: msd@houstontx.gov Website: www.houstonmsd.org

The purpose of an MSD is to create a means by which the TCEQ may limit the scope of investigations and response actions for groundwater contamination at a site, if the groundwater is prohibited for use as a source of potable water. Any person owning, operating or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations and all ordinances, rules, and regulations of the City. If the City Council approves the application, it will enact an ordinance prohibiting the use of designated groundwater beneath the site for potable purposes and supporting the application to the TCEQ. "Potable water" means water used for irrigation, production of food or drink products intended for human consumption, drinking, showering, bathing, or cooking purposes.

Type of Contaminants Found: Carbon Tetrachloride, Chloroform, 1,2-Dichloroethene, Methylene Chloride, Nitrates

State law provides that the following persons may give written comments to the TCEQ on any information relevant to the TCEQ Executive Director's consideration of an MSD for the Site: (1) each municipality in which the Site is located, with a boundary located not more than ½ mile from the Site, or that owns or operates a groundwater supply well located not more than 5 miles from the Site; (2) each retail public utility that owns or operates a groundwater supply well located not more than 5 miles from the Site; and (3) each owner of a state-registered private water well located within 5 miles of the Site. Comments must be submitted no later than 60 days after the date of receipt of this notice to:

MSD Program Coordinator
TCEQ Remediation Division
P.O. Box 13087, MC-221
Austin, Texas 78711.

The Executive Director of the TCEQ will certify or deny the application filed with TCEQ or request additional information from the Applicant no later than 90 days after receiving such application.

AVISO DE REUNIÓN PÚBLICA

SOLICITUD PARA VINDICACIÓN DE
DESIGNACIÓN DE SEÑALAMIENTO MUNICIPAL

04 De Agosto 2014

Una aplicación ha sido presentada a la Ciudad de Houston para la aprobación de Designación de Señalamiento Municipal (MSD) por el/la Solicitante o localidad que aparece abajo. Usted está recibiendo este aviso por una de las siguientes razones: de acuerdo a la última lista de impuestos de la Ciudad, usted es dueño de la propiedad real situada a media milla, dueño/operador de pozos de agua dentro de un límite de cinco millas, Distrito de Hundimiento Harris-Galveston, cualquier otro grupo interesado registrado con el Departamento de Planeamiento y Desarrollo dentro de un límite de media milla de este sitio. Tenga en cuenta: Cualquier municipio o empresa pública de servicio de recibir esta notificación puede pasar una resolución oponiéndose a la solicitud de MSD a más tardar el día 120 después de la recepción de esta notificación. De lo contrario, ninguna acción de la municipalidad o la empresa pública de servicio se requiere. Este aviso no implica una obligación legal para usted. Si ha recibido este aviso por error, por favor haga caso omiso de él.

Información del Solicitante:

Nombre: Central Industrial Park, Ltd. (MSD# 2014-069-CIP)

Localidad (del Sitio): 600-720 West 6th Street Houston, Texas 77007

Descripción Legal: TRS 24 THRU 39 BLK 295 LTS 1THRU 17 & 50 THRU 68 AND TRS18A 19A 20A 49 69 & 70 BLK 296HOUSTON HEIGHTS

Persona Responsable: Swift Chemical Company

La propiedad está entre los límites corporativos o ETJ de una municipalidad autorizada por el estatuto y que un sistema de suplemento de agua potable existente que satisface los requisitos del Capítulo 341 y que suple o es capaz de suplir con agua potable a la propiedad que designa el MSD y a la propiedad hasta la media milla de la propiedad que designa el MSD.

El propósito de esta reunión pública es para que el/la Solicitante provea información a la comunidad acerca del Sitio y de la solicitud para un MSD y para obtener la opinión de la comunidad antes de la audiencia frente al Concilio de la Ciudad. Inspección pública de esta aplicación está disponible en la Biblioteca Heights Library en el 1302 Heights Blvd Houston, TX 77008, y en línea en www.houstonmsd.org (haga clic en MSD en revisión).

REUNIÓN PÚBLICA/AUDIENCIA PÚBLICA

Fecha – Hora: 03 De Septiembre 2014 – 6:00 PM
Lugar: Houston Permit Center
Dirección: 1002 Washington Ave
Houston, Texas 77002

Si usted está imposibilitado de asistir y tiene preguntas o comentarios, por favor póngase en contacto con el Departamento de Obras Públicas e Ingeniería de la Ciudad de Houston al:

Telefono: (832) 394-9005 ó por correo electrónico al: msd@houstontx.gov Sitio de internet: www.houstonmsd.org

El propósito de un MSD es crear un medio a través del cual la Comisión de Calidad del Medio Ambiente de Texas (TCEQ) pueda limitar el alcance de la investigación y las acciones de respuesta por contaminación de aguas subterráneas en el sitio, si el uso de las aguas subterráneas está prohibido como fuente de agua potable. Cualquier persona que posea, opere o controle la propiedad designada es responsable del cumplimiento de las leyes y regulaciones federales y estatales y de todas las ordenanzas, reglas y regulaciones aplicables de la Ciudad. Si el Concilio de la Ciudad aprueba la aplicación, decretará una ordenanza prohibiendo el uso de las aguas subterráneas designadas en el sitio como agua potable y apoyando la aplicación al TCEQ. "Agua Potable" significa agua usada para irrigación, producción de productos de comida o bebida para consumo humano, con propósito de beberla, ducharse, bañarse o cocinar.

Tipo de contaminantes encontrados: Carbon Tetrachloride, Chloroform, 1,2-Dichloroethene, Methylene Chloride, Nitrates

Las leyes estatales estipulan que las siguientes personas puedan dar comentarios escritos a la TCEQ acerca de cualquier información relevante para consideración del Director Ejecutivo de la TCEQ de un MSD para el Sitio: (1) cada municipalidad en la cual está localizado el Sitio, con un límite situado a no más de media milla del Sitio o que posea u opere un suministro de aguas subterráneas localizado a no más de cinco millas del Sitio; (2) cada comercio de utilidades públicas que posea u opere un suministro de aguas subterráneas localizado a no más de cinco millas del Sitio; y (3) cada dueño de un pozo de agua privado registrado con el Estado, localizado a no más de cinco millas del Sitio. Los comentarios deben ser entregados antes de los 60 días del recibo de este aviso, a:

Coordinador del Programa de MSD
TCEQ Remediation Division
P. O. Box 13087, MC-221
Austin, Texas 78711.

El Director Ejecutivo de la TCEQ certificará o rechazará la aplicación presentada con la TCEQ o solicitará información adicional del Solicitante en no más de 90 días de haber recibido dicha aplicación.

CITY OF HOUSTON

Public Works and Engineering Department

Annise D. Parker

Mayor

Daniel W. Krueger, P.E.
Director
P.O. Box 2688
Houston, Texas 77252-2688

www.houstontx.gov
www.houstonmsd.org

August 4, 2014

RE: MSD Application #2014-069-CIP, 600-720 West 6th Street, Houston, Texas 77007

Dear Recipient:

Enclosed is a public meeting notice about an upcoming meeting in your area. This is an informational meeting about a property at 600-720 West 6th Street, Houston, Texas 77007 that has low levels of contaminated groundwater beneath their property. This application was submitted by Central Industrial Park, Ltd. (the applicant). The contamination from this site **does not affect your property** unless you have been specifically contacted by the applicant. Please note: the drinking water supplied by the City is **not** affected, nor are any of the local water wells affected by the contamination at this site. The following notice will give you additional details about the type of contamination that has been found at the site. We welcome you to attend the public meeting to find out more about the site and cleanup efforts, but it is not mandatory that you come.

Public Meeting Information:

When: September 3, 2014 at 6:00 pm
Where: Houston Permit Center
1002 Washington Ave, Houston, TX 77002

You are invited to this meeting because you either own property that is within a half-mile of the site, or state records show you own a water-well that is within five-miles of the site. Other cities, retail public utilities, and civic groups have also been invited to attend. If you received this letter by mistake, please ignore it. The enclosed map shows you the MSD site, meeting location, and library where a copy of the application may be viewed.

If you received a certified letter it is because public records show there is a registered water well on your property that is within five miles of the site and State law requires that you be notified by certified letter. You may have been notified even if you no longer use the well or it has been abandoned. If you feel like this is in error, please review Appendix P in the on-line application, located on the "MSD in Review" section of the MSD webpage (http://www.publicworks.houstontx.gov/planning/msd_in_review.html), for the permitting agency that has provided information pertaining to your property and contact that agency. ***The City of Houston does not maintain the water well databases and, therefore, cannot remove your name from any of the water well databases or correct the information.*** If you received the notice through the regular mail it is because you own property within a half-mile of the site.

The groundwater contamination at the site is very shallow and is not the groundwater that the City of Houston uses for its drinking water. Most of the City's drinking water is now from surface water (Lakes Houston, Conroe, and Livingston and the Trinity River).

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight Boykin Dave Martin Richard Nguyen Oliver Pennington Edward Gonzalez Robert Gallegos
Mike Laster Larry V. Green Stephen C. Costello David W. Robinson Michael Kubosh C.O. "Brad" Bradford Jack Christie, D.C. Controller: Ronald C. Green

The purpose of this public meeting is to inform you, the nearby neighbors and well owners, about the Municipal Settings Designation (MSD) program and the application. During the meeting a representative from the city will talk about the MSD program and then the MSD applicant will talk about the site. You may come to the meeting just to listen or you can share a comment. Comments can be given in person at the meeting or you can send them to the City of Houston at the following address:

Jennifer M. Clancey
City of Houston
Public Works and Engineering Department
P.O. Box 2688
Houston, Texas 77252-2688
msd@houstontx.gov
(832) 394-9005

An MSD is the way a property owner can legally say that the contaminated groundwater at their property cannot be used for drinking water now or in the future, to protect public health. In addition to protecting public health, it may also help a contaminated site redevelop or reinvest. The MSD does not excuse the applicant from cleanup activities such as removing the surface soil or reducing other exposure risks to the public. As stated before the contamination from this site does not affect your property unless you have been specifically contacted by the applicant.

At many sites with historic contamination, the owner/operator was following the standard practice at that time. As knowledge grew the standard practices changed. The State now regulates businesses to keep this type of contamination from happening now or in the future. Only sites that are already participating in a state or federal cleanup program can apply for an MSD.

Should you have any questions about the MSD program or process, please contact me at (832) 394-9005 or email me at msd@houstontx.gov.

Sincerely,

Jennifer M. Clancey
Program Manager
Planning and Development Service Division

Enclosed: Public Meeting Notice and Map

CITY OF HOUSTON

Public Works and Engineering Department

Annise D. Parker

Mayor

Daniel W. Krueger, P.E.
Director
P.O. Box 2688
Houston, Texas 77252-2688

www.houstontx.gov
www.houstonmsd.org

04 de Agosto 2014

RE: Solicitud MSD #2014-069-CIP, 600-720 West 6th Street, Houston, TX 77007

Querido receptor:

Adjunto hay un aviso de reunión pública sobre una próxima reunión en su área. Esta es una reunión informativa acerca de una propiedad en 600-720 West 6th Street Houston, TX 77007 que tiene bajos niveles de agua subterránea contaminada bajo su propiedad. Esta solicitud fue presentada por Central Industrial Park, Ltd. (la demandante). La contaminación de este sitio **no afecta a su propiedad** a menos que haya sido específicamente contactado por el solicitante. El agua potable suministrada por la ciudad **no** se ve afectada, ni ninguno de los pozos de agua locales afectados por la contaminación en este sitio. El siguiente aviso le dará más detalles sobre el tipo de contaminación que se ha encontrado en el sitio. Le invitamos a asistir a la reunión pública para averiguar más acerca de los esfuerzos del sitio y limpieza, pero no es obligatorio que venga.

Información Pública de la reunión:

Cuándo: 03 de Septiembre 2014 a las 6:00 pm
Donde: Houston Permit Center
1002 Washington Ave, Houston, TX 77002

Usted está invitado a esta reunión porque o tiene propiedad que está a media milla del sitio, o registros estatales muestran que poseen un pozo de agua que se encuentra dentro de 5 millas del sitio. Otras ciudades, los servicios públicos por menor y grupos cívicos también han sido invitados a asistir. Si usted recibió esta carta por error, por favor ignórela. El mapa adjunto muestra el sitio MSD, lugar de reunión y biblioteca donde se puede ver una copia de la solicitud.

Si usted recibió una carta certificada es porque los registros públicos muestran que hay un pozo de agua registrado en su propiedad que se encuentra dentro de cinco millas del lugar y la ley del estado requiere que usted sea notificado por carta certificada. Es posible que haya sido notificado, incluso si ya no utiliza el bien o se ha abandonado. Si usted siente que esto es un error, por favor revise el Apéndice P en la aplicación on-line, que se encuentra en la sección "MSD in Review" de la página web de MSD (http://www.publicworks.houstontx.gov/planning/msd_in_review. html), por la agencia de permisos que ha proporcionado la información relativa a su propiedad y en contacto con la agencia. La Ciudad de Houston no mantiene las bases de datos de pozos de agua y, por tanto, no puede eliminar su nombre de cualquiera de las bases de datos de pozos de agua o corregir la información.

La contaminación de las aguas subterráneas en el sitio es muy superficial y no es el agua subterránea que utiliza la ciudad de Houston para su agua potable. La mayor parte del agua potable de la ciudad es ahora de aguas superficiales (Lagos Houston, Conroe y Livingston y el Río Trinity).

Council Members: Brenda Stardig Jerry Davis Ellen R. Cohen Dwight Boykin Dave Martin Richard Nguyen Oliver Pennington Edward Gonzalez Robert Gallegos
Mike Laster Larry V. Green Stephen C. Costello David W. Robinson Michael Kubosh C.O. "Brad" Bradford Jack Christie, D.C. Controller: Ronald C. Green

El propósito de esta reunión pública es informar a usted, los vecinos cercanos y propietarios de pozos de agua, sobre el programa de Designación de Señalamiento Municipal (MSD por sus siglas en ingles) y su aplicación. Durante la reunión un representante de la ciudad hablará sobre el programa MSD y después el solicitante MSD hablará sobre el sitio. Puede venir a la reunión sólo para escuchar o puede compartir un comentario. Comentarios pueden darse en persona en la reunión o los puede enviar a la ciudad de Houston en la siguiente dirección:

Jennifer M. Clancey
City of Houston
Public Works and Engineering Department
P.O. Box 2688
Houston, Texas 77252-2688
msd@houstontx.gov
(832) 394-9005

Un MSD es la manera que el dueño de una propiedad puede decir legalmente que el agua subterránea contaminada en su propiedad no puede usarse para el agua potable ahora ni en el futuro, para proteger la salud pública. Además de proteger la salud pública, puede también ayudar a que la propiedad contaminada pueda ser desarrollada o reconstruida. MSD no exime al solicitante de actividades de limpieza como la eliminación de la superficie del suelo o reducir otros riesgos de exposición al público. Como se dijo antes la contaminación de este sitio no afecta su propiedad a menos que usted específicamente haya sido contactado por el solicitante.

En muchos sitios con contaminación histórica, el propietario/operador estaba siguiendo la práctica habitual en aquel momento. A medida que el conocimiento crecido las prácticas estándares han cambiado. El Estado ahora regula las empresas para prevenir que este tipo de contaminación ocurra ahora o en el futuro. Sólo los sitios que ya están participando en un programa estatal o federal de limpieza pueden solicitar una MSD.

Si tiene alguna pregunta sobre el programa MSD o su proceso, por favor comuníquese conmigo al (832) 394-9005 o envíeme un email a msd@houstontx.gov.

Sinceramente,

Jennifer M. Clancey
Program Manager
Planning and Development Service Division

Adjunto: Advertencia Reunión Pública y Mapa

OTICE OF
UBLIC MEETING
UNICIPAL SETTING
ESIGNATION
ITY OF HOUSTON

ate - Time:
eptember 3, 2014
:00 p.m.
lace:
ouston Permit Center
ddress:
002 Washington Ave
ouston, Texas 77002

pplicant: Central
ndustrial Park, Ltd.

ite Location:
00-720 West 6th Street,
louston, Texas 77007

egal Description:
RS 24 THRU 39 BLK 295
TS 1 THRU 17 & 50 THRU
8 AND TRS 18A 19A 20A
9 69 & 70 BLK 296
HOUSTON HEIGHTS

ontaminants of
oncern: Carbon Tetra-
hloride, Chloroform, 1,2-
Dichloroethene, Methyl-
ene Chloride, Nitrates.

This designates an area
n which the use of im-
paired groundwater is
prohibited for use as po-
table water (i.e. drinking,
cooking, bathing etc.). If
you have questions or
comments, please con-
tact the City of Houston
MSD Program at (832)
394-9005 or email at
msd@houstontx.gov.

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

CITY OF HOU. - PUBLIC WORKS 26087425 22873605
RAN A LEGAL NOTICE
SIZE BEING: 1 X 47 L

product	date	class	page
hc	Aug 2 2014	1245.0	D_satlg_6

Edward Silva
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 2nd Day of August A.D. 2014

DELILAH METZGER NOTARY PUBLIC STATE OF TEXAS EXPIRES MAY 19, 2018

Delilah Metzger
Notary Public in and for the State of Texas

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District I

Item Creation Date: 10/8/2014

25RB164 - PSA 205 CHARTRES, SEARCH

Agenda Item#: 21.

Summary:
ORDINANCE approving and authorizing Purchase and Sale Agreement, a Special Warranty Deed and a Development Agreement between the City of Houston, Texas, Seller, and **SEARCH HOMELESS SERVICES**, Buyer, to sell 0.2328 acres of land, being Lots 9 and 10, Block 187, S.S.B.B., located at 205 Chartres Street, Houston, Harris County, Texas; for a purchase price of $270,000.00, and other consideration to the City - **DISTRICT I - GALLEGOS**

Background:
On August 13, 2014, Motion 2014-0799, City Council declared Parcel SY15-0279 surplus and authorized its sale. The property consists of 0.2328 acres of land located at lots 9 and 10 in Block 187 known as 205 Chartres Street.

Search Homeless Services (SEARCH), a Texas non-profit corporation, is one of the leading institutions in Greater Houston helping people move from the streets, into jobs and safe, stable housing. SEARCH desires to acquire 0.2328 acres of land located at lots 9 and 10 in Block 187 known as 205 Chartres Street Houston, Harris County, Texas to use in the delivery of community services to the citizens of Houston. SEARCH will be allowed to offset the purchase price of $270,000.00 by the value of services that it provides over the next five years.

SEARCH will enter into a Development Agreement, under which they must develop the property in a way that will benefit the general public and own and operate a non-profit homeless services facility for a period of at least fifteen years. Additionally, SEARCH cannot sell, assign, lease, convey, or otherwise transfer the property during this time period without the City's approval, which can only be given if the acquiring organization will use it in the same or consistent manner. In the event that SEARCH fails to comply with the restrictive covenants contained in the Development Agreement, SEARCH will reimburse the City the purchase price.

This sale is in accordance with Section 272.001 (b) (4) of the Texas Local Government Code, which permits a political subdivision to sell real property to an independent foundation for development under terms specified by the City, and is subject to the City's billboard restrictions; historic landmark restrictions; all easements and public utilities; and the applicable covenants, conditions, and restrictions.

Therefore, the General Services Department recommends approval of a Purchase and Sale Agreement with Search Homeless Services for the above-described land for a purchase price of $270,000.00. It is further recommended that City Council authorize the Mayor to execute and the City Secretary to attest a Special Warranty Deed conveying the property to SEARCH.

The net proceeds will be directed tot he General Fund.

Prior Council Action:
MOTION NO. 2014-0799

Contact Information:
Rupa Bhalla 832-393-8061

ATTACHMENTS:

	Description	Type
🗋	GSD- CUIC #25RB164 - PSA 205 CHARTRES, SEARCH - RCA	Signed Cover sheet
🗋	GSD- CUIC #25RB164 - PSA 205 CHARTRES, SEARCH - Ordinance	Ordinance/Resolution/Motion
🗋	PSA and Exhibits	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Purchase and Sale Agreement between The City of Houston (Seller) and Search Homeless Services (Buyer) for the sale of 0.2328 acres of land located at lots 9 and 10 in Block 187 know as 205 Chartres Street, Houston, Harris County, Texas for the Houston Parks and Recreation Department (**Parcel SY15-027)**		**Page** 1 of 1	**Agenda Item**
FROM (Department or other point of origin): Andrew F. Icken, Chief Development Officer, Mayor's Office	**Origination Date**	**Agenda Date**	
DIRECTOR'S SIGNATURE:	**Council District affected:** I		
For additional information contact: Andrew F. Icken **Phone:** 832-393-1064	**Date and identification of prior authorizing Council action:** Motion No. 2014-0799; August 13, 2014		

RECOMMENDATION: Approve and authorize a Purchase and Sale Agreement between The City of Houston (Seller) and Search Homeless Services,(Buyer) for 0.2328 acres of land located lots 9 and 10 in Block 187 known as 205 Chartres Street, Houston, Harris County, Texas for a purchase price of $270,000 for the Houston Parks and Recreation Department **(Parcel SY15-027)**

Amount and Source Of Funding: Revenue	**Finance Budget:**

SPECIFIC EXPLANATION: On August 13, 2014, Motion 2014-0799, City Council declared Parcel SY15-0279 surplus and authorized its sale. The property consists of 0.2328 acres of land located at lots 9 and 10 in Block 187 known as 205 Chartres Street.

Search Homeless Services (SEARCH), a Texas non-profit corporation, is one of the leading institutions in Greater Houston helping people move from the streets, into jobs and safe, stable housing. SEARCH desires to acquire 0.2328 acres of land located at lots 9 and 10 in Block 187 known as 205 Chartres Street Houston, Harris County, Texas to use in the delivery of community services to the citizens of Houston. SEARCH will be allowed to offset the purchase price of $270,000.00 by the value of services that it provides over the next five years.

SEARCH will enter into a Development Agreement, under which they must develop the property in a way that will benefit the general public and own and operate a non-profit homeless services facility for a period of at least fifteen years. Additionally, SEARCH cannot sell, assign, lease, convey or otherwise transfer the property during this time period without the City's approval, which can only be given if the acquiring organization will use it in the same or consistent manner. In the event that SEARCH fails to comply with the restrictive covenants contained in the Development Agreement, SEARCH will reimburse the City the purchase price.

This sale is in accordance with Section 272.001 (b) (4) of the Texas Local Government Code, which permits a political subdivision to sell real property to an independent foundation for development under terms specified by the City, and is subject to the City's billboard restrictions; historic landmark restrictions; all easements and public utilities; and the applicable covenants, conditions and restrictions.

Therefore, the General Services Department recommends approval of a Purchase and Sale Agreement with Search Homeless Services for the above-described land for a purchase price of $270,0000.00. It is further recommended that City Council authorize the Mayor to execute and the City Secretary to attest a Special Warranty Deed conveying the property to SEARCH.

The net proceeds will be directed to the General Fund.

SM:HB:JLN:RB:npb

xc: Marta Crinejo, Jacquelyn L. Nisby, Anna Russell and & Andrew Icken

REQUIRED AUTHORIZATION CUIC ID# 25 RB 164

F &A 011 A Rev. 3/940

City of Houston, Texas, Ordinance No. 2014-_____

AN ORDINANCE APPROVING AND AUTHORIZING A PURCHASE AND SALE AGREEMENT, A SPECIAL WARRANTY DEED AND A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, SELLER, AND SEARCH HOMELESS SERVICES, BUYER, TO SELL 0.2328 ACRES OF LAND, BEING LOTS 9 AND 10, BLOCK 187, S.S.B.B., LOCATED AT 205 CHARTRES STREET, HOUSTON, HARRIS COUNTY, TEXAS; FOR A PURCHASE PRICE OF $270,000.00, AND OTHER CONSIDERATION TO THE CITY; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

*** * * * ***

WHEREAS, by Motion No. 2014-0799, passed on August 13, 2014, the City Council designated 0.2328 acres of land, being Lots 9 and 10 Block 187, S.S.B.B., located at 205 Chartres Street, Houston, Texas (Parcel SY15-027), surplus and authorized its sale; and

WHEREAS, **SEARCH HOMELESS SERVICES**, a Texas nonprofit corporation ("Buyer"), is one of the leading institutions in Greater Houston helping people move from the streets, into jobs and safe, stable housing, and they intend to use the subject property to deliver community services to the citizens of Houston; and

WHEREAS, Buyer will be allowed to offset the purchase price of $270,000.00 by the value of services that it proves over the next five (5) years and it will enter into a Development Agreement, under which they must develop the property in a way that will benefit the general public and own and operate a non-profit homeless services facility for a period of at least fifteen (15) years and Buyer cannot sell, assign, lease, covey or otherwise transfer the property during this time-period without the City's approval, which can only be given if the acquiring organization will use it in the same or consistent manner; and

WHEREAS, if Buyer fails to comply with the restrictive covenants contained in the Development Agreement, it will reimburse the City with the purchase price; and

WHEREAS, Texas Local Government Code § 272.002(b)(4) authorizes municipalities to sell real estate directly to an independent foundation for development; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the Purchase and Sales Agreement, the Special Warranty Deed and the Development Agreement, in substantially the forms shown in the documents which are attached as **EXHIBIT A, EXHIBIT B** and **EXHIBIT C** and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions, including but not limited to execution of the Purchase and Sales Agreement, the Special Warranty Deed and the Development Agreement as well as all other related documents, necessary to effectuate the City's intent and objectives in approving the undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations created under this ordinance without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this the ____ day of _____, 2014.

APPROVED this the ____ day of _____, 2014.

_____
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

APPROVED AS TO FORM:

_____
John H. Liles, Jr.
Senior Assistant City Attorney
G:\REAL ESTATE\LILES\ORDINANCES\PURCHASE AND SALE AGREEMENTS\205 Chartres (SEARCH)\Ordinance-Regular.doc

Requested by:

Andrew F. Icken
Chief Development Officer, Mayor's Office

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District D

Item Creation Date: 10/6/2014

20IPB131-HC MUD No. 390

Agenda Item#: 22.

Summary:
ORDINANCE consenting to the addition of 10.4433 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 390**, for inclusion in its district - **DISTRICT D - BOYKINS**

Background:
SUBJECT: Petition for the City's consent to the addition of 10.4433 acres to Harris County Municipal Utility District No. 390 (Key Map No. 573-N)

RECOMMENDATION: (Summary)
The petition for the addition of 10.4433 acres of land to Harris County Municipal Utility District No. 390 be approved.

SPECIFIC EXPLANATION:
Harris County municipal Utility District No. 390 has petitioned the City of Houston for consent to add 10.4433 acres of land located entirely within the corporate limits of Houston, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of Almeda-Genoa Road, West Orem Drive, Kirby Drive, and State Highway 288. The district desires to add 10.4433 acres, thus yielding a total of 652.8267 acres. The district will be served by the City of Houston's Almeda-Sims Wastewater Treatment Plant. The nearest major drainage facility for Harris County Municipal Utility District No. 390 is Sims Bayou which flows into the Houston Ship Channel.

Potable water will be provided to the district by the City of Houston. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

Attachments:

cc: Marta Crinejo
Patrick Walsh, P.E.
Jun Chang, P.E.., D. WRE
Bill Zrioka
Deborah McAbee
Tim Lincoln, P.E.

Contact Information:
Carol Ellington Haddock, P.E. 832-395-2686

ATTACHMENTS:

Description	Type
RCA	Backup Material
Map	Backup Material
consent application form	Backup Material

TO: Mayor via City Secretary REQUEST FOR COUNCIL ACTION

SUBJECT: Petition for the City's consent to the addition of 10.4433 acres to Harris County Municipal Utility District No. 390 (Key Map No. 573-N)	Category #	Page 1 of 1	Agenda Item #

FROM (Department or other point of origin):	Origination Date	Agenda Date
Department of Public Works and Engineering		

DIRECTOR'S SIGNATURE	Council District affected:
Dale Rudick Dale A. Rudick, P.E., Acting Director	"D" V.Q. Cont

For additional information contact:	Date and identification of prior authorizing Council action:
Carol Haddock Carol Ellington Haddock, P.E Senior Assistant Director Phone: (832) 395-2686	

RECOMMENDATION: (Summary)

The petition for the addition of 10.4433 acres of land to Harris County Municipal Utility District No. 390 be approved.

Amount and Source of Funding:

NONE REQUIRED

SPECIFIC EXPLANATION:

Harris County Municipal Utility District No. 390 has petitioned the City of Houston for consent to add 10.4433 acres of land located entirely within the corporate limits of Houston, to the district.

The Utility District Review Committee has evaluated the application with respect to wastewater collection and treatment, potable water distribution, storm water conveyance, and other public services.

The district is located in the vicinity of Almeda-Genoa Road, West Orem Drive, Kirby Drive, and State Highway 288. The district desires to add 10.4433 acres, thus yielding a total of 652.8267 acres. The district will be served by the City of Houston's Almeda-Sims Wastewater Treatment Plant. The nearest major drainage facility for Harris County Municipal Utility District No. 390 is Sims Bayou which flows into the Houston Ship Channel.

Potable water will be provided to the district by the City of Houston. By executing the Petition for Consent, the district has acknowledged that all plans for the construction of water conveyance, wastewater collection, and storm water collection systems within the district must be approved by the City of Houston prior to their construction.

The Utility District Review Committee recommends that the subject petition be approved.

Attachments

cc: Marta Crinejo Patrick Walsh, P.E. Jun Chang, P.E., D.WRE
Bill Zrioka Deborah McAbee Tim Lincoln, P.E.

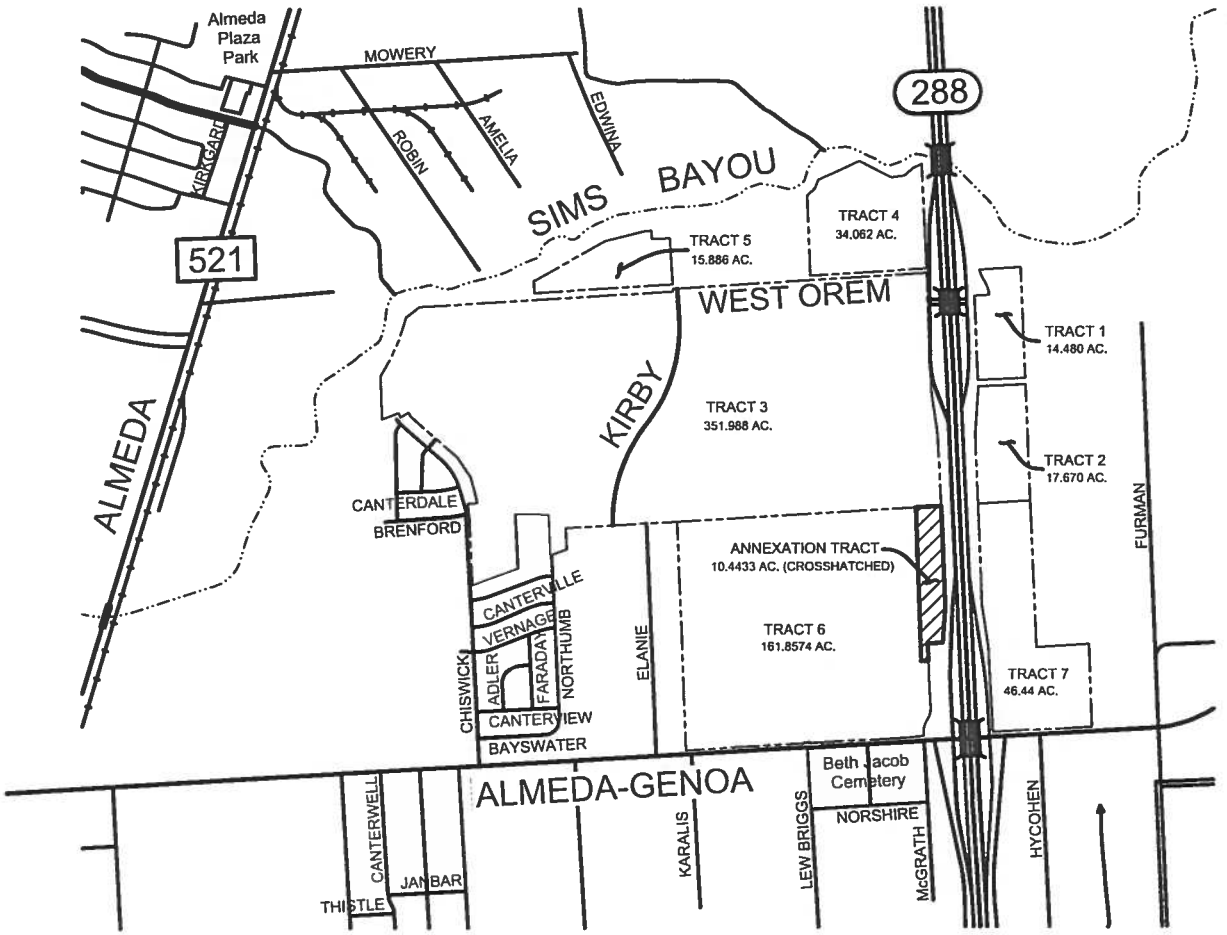
LTS# 12830 REQUIRED AUTHORIZATION 20IPB131

Finance Department	Other Authorization:	Other Authorization:
		Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning & Development Services Div.

VICINITY MAP OF MUD 390
SHOWING LOCATION OF 10.4433 AC. TRACT

NORTH

SCALE: 1" = 2000'



LEGEND:

——·—— MUD 390 BOUNDARY

PROPOSED ANNEXATION

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District G

20TAA123-AFA TxDOT Memorial Drive Paving and Drainage from North Kirkwood Rd to North Eldridge Parkway

Agenda Item#: 23.

Summary:
ORDINANCE appropriating $114,013.85 out of Metro Projects Construction DDSRF; approving and authorizing an Advance Funding Agreement between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for Memorial Drive Paving and Drainage from North Kirkwood Road to North Eldridge Parkway - **DISTRICT G - PENNINGTON**

Background:
PROJECT NOTICE/JUSTIFICATION: This project is part of the Street and Traffic Capital Improvement Program (CIP), which is required to meet the City of Houston (City) standards. It will improve traffic mobility and drainage in service area.

DESCRIPTION/SCOPE: This project will include the construction of a 16,000 linear feet of undivided concrete roadway with sidewalks, curbs and gutters, traffic signals, street lighting, and necessary underground utilities.

LOCATION: The project is located along Memorial Drive from North Kirkwood Road to North Eldridge Parkway in Key Map Grids 488 G, H and 489 E.

PREVIOUS HISTORY AND SCOPE: City Council approved Ordinance No.2011-0556 on June 29, 2011 which entered into an Advanced Funding Agreement with TxDOT to reimburse TxDOT for plan review costs and make this project a more viable candidate for future Federal funding. The new Advanced Funding Agreement secures State funds for the construction of the project. Under the terms of the Agreement, the City shall be responsible for engineering and construction services, construction management, and 20%of the construction costs. TxDOT will be responsible for 80% of construction costs. TxDOT will review the design to ensure it is in compliance with the State standards. The City shall be responsible for the direct costs incurred for the review and approval services performed by TxDOT, and the TxDOT direct construction costs. The total TxDOT costs the City is responsible for amounts to $146,555.00. The City previously made a $40,000.00 payment to TxDOT; therefore, it is necessary to appropriate funds in the amount of $114,013.85 which includes $106,555.00 for the direct costs performed by TxDOT and $7,458.85 for City's CIP cost recovery.

ACTION RECOMMENDED: It is recommended that City Council adopt an ordinance approving and authorizing an Advance Funding Agreement and appropriate $114,013.85 for the City's cost participation.

Prior Council Action:
06-29-2011, Ordinance 2011-0556

Amount of Funding:
$114,013.85 from Fund 4040-METRO Projects Construction DDSRF.

Source of Funding:
Enterprise Fund

Contact Information:
Ravi Kaleyatodi, P.E., CPM **Phone:** (832) 395-2326
Senior Assistant Director

ATTACHMENTS:

	Description	Type
🗋	20TAA123-AFA TxDOT Memorial Drive RCA	Signed Cover sheet
🗋	20TAA123-AFA TxDOT Memorial Drive ORD	Backup Material
🗋	20TAA123-AFA TxDOT Memorial Drive - financial information	Financial Information

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Advance Funding Agreement between the City of Houston and Texas Department of Transportation for Memorial Drive Paving and Drainage from North Kirkwood Road to North Eldridge Parkway; WBS No. N-000798-0001-7.	**Page 1 of 1**	**Agenda Item #**
FROM (Department or other point of origin): Department of Public Works and Engineering	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** G	
For additional information contact: Ravi Kaleyatodi 9/6/14 Ravi Kaleyatodi, P.E., CPM **Phone:** (832) 395-2326 Senior Assistant Director	**Date and identification of prior authorizing Council action:** 06-29-2011, Ordinance 2011-0556	

RECOMMENDATION: (Summary)
Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston and Texas Department of Transportation and appropriating funds.

Amount and Source of Funding: $114,013.85 from Fund 4040-METRO Projects Construction DDSRF. M.P. 9/29/2014

PROJECT NOTICE/JUSTIFICATION: This project is part of the Street and Traffic Capital Improvement Program (CIP), which is required to meet the City of Houston (City) standards. It will improve traffic mobility and drainage in service area.

DESCRIPTION/SCOPE: This project will include the construction of a 16,000 linear feet of undivided concrete roadway with sidewalks, curbs and gutters, traffic signals, street lighting, and necessary underground utilities.

LOCATION: The project is located along Memorial Drive from North Kirkwood Road to North Eldridge Parkway in Key Map Grids 488 G, H and 489 E.

PREVIOUS HISTORY AND SCOPE: City Council approved Ordinance No.2011-0556 on June 29, 2011 which entered into an Advanced Funding Agreement with TxDOT to reimburse TxDOT for plan review costs and make this project a more viable candidate for future Federal funding. The new Advanced Funding Agreement secures State funds for the construction of the project. Under the terms of the Agreement, the City shall be responsible for engineering and construction services, construction management, and 20%of the construction costs. TxDOT will be responsible for 80% of construction costs. TxDOT will review the design to ensure it is in compliance with the State standards. The City shall be responsible for the direct costs incurred for the review and approval services performed by TxDOT, and the TxDOT direct construction costs. The total TxDOT costs the City is responsible for amounts to $146,555.00. The City previously made a $40,000.00 payment to TxDOT; therefore, it is necessary to appropriate funds in the amount of $114,013.85 which includes $106,555.00 for the direct costs performed by TxDOT and $7,458.85 for City's CIP cost recovery.

LTS No. 12897 **CUIC ID #20TAA123**

Finance Department:	**Other Authorization:**	**Other Authorization:**
		Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division

Date	SUBJECT: Advance Funding Agreement between the City of Houston and Texas Department of Transportation for Memorial Drive Paving Improvements from North Kirkwood Road to North Eldridge Parkway; WBS No. N-000798-0001-7.	Originator's Initials TAA	Page 2 of 2

ACTION RECOMMENDED: It is recommended that City Council adopt an ordinance approving and authorizing an Advance Funding Agreement and appropriate $114,013.85 for the City's cost participation.

DAR:DRM:RK:TAA

Z:\constr\A\SB DIV\Interagency\TxDOT Projects\0912-70-082 Memorial Drive, Kirkwood to Eldridge\New Agreement RCA\working files\20TAA123.doc

c File: TxDOT – Memorial Drive from N. Kirkwood to N. Eldridge.

FORM 152.M
(APPROP/APPROVE)

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.

( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

( ) Other - Grant Funds Available

Date:_____, 20___ **City Controller of the City of Houston, Texas**

FUND REF: AMOUNT: ENCUMB. NO.:

City of Houston, Texas Ordinance No. _____

AN ORDINANCE APPROPRIATING THE SUM OF $114,013.85 OUT OF THE METRO PROJECTS CONSTRUCTION DDSRF; APPROVING AND AUTHORIZING AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF HOUSTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR MEMORIAL DRIVE PAVING AND DRAINAGE FROM NORTH KIRKWOOD ROAD TO NORTH ELDRIDGE PARKWAY; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

*** * * ***

FORM 152.M
(APPROP/APPROVE)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title for the purpose or purposes set out in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this _____ day of _____, 20_____.

APPROVED this _____ day of _____, 20_____.

_____
Mayor of the City of Houston, Texas

FORM 152.M
(APPROP/APPROVE)

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

(Prepared by Legal Dept. _____)
(LAC/dw 10/06/14) Assistant City Attorney
(Requested by Dale A. Rudick, P.E., Director, Department of Public Works & Engineering)
(L.D. File No.063-1400079-001)

H:\WALLACED.calshare\PWE\LAC ORDS-Apprv.Auth.Approp..AFAs.TXDOT\TX.COH AFA re MemorialDr. paving.drainage frm N.Kirkwood to N.Eldridge.Pkwy.Metro.Projects.Constr.DDSRF. approp funds.docx

CERTIFICATE OF CITY CONTROLLER

I, Ronald C. Green, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of $**114,013.85** required for the project referenced in the title of this ordinance, do hereby certify as follows:

Metro Projects Construction Fund (4040)

The sum of **$114,013.85** will be received into the treasury and will be available before the maturity of said obligation, and the funds anticipated have not been already appropriated for any other purpose. The sum of **$114,013.85** will be received as a contribution to the City of Houston, Texas pursuant to a contract with Metropolitan Transit Authority of Harris County, Texas.

_____

City Controller

Metro 4040

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District E

20RS141-Carollo Engineers, Inc. - Project Advisor/Technical Consultant - NE Water Purification Plant

Agenda Item#: 24.

Summary:
ORDINANCE appropriating $5,500,000.00 out of Water & Sewer System Consolidated Construction Fund as the third additional appropriation to a Professional Engineering Services Contract between the City of Houston and **CAROLLO ENGINEERS, INC** for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant (Approved by Ordinance No. 2012-0121); providing funding for CIP Cost Recovery relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT E - MARTIN**

Background:
PROJECT NOTICE/JUSTIFICATION: These Services are to provide advisory and technical consulting assistance to the Department in executing the City's expansion of the Northeast Water Purification Plant. This expansion is required to meet future water demands, requirements of the Texas Commission on Environmental Quality regulations, and the Harris-Galveston Subsidence District Surface Water Conversion Plan.

All costs directly related to the expansion project will be shared by the City of Houston and four Regional Water Authorities. The City is currently negotiating a second supplement to the water supply contract with the Regional Water Authorities. All four Regional Water Authorities have committed to pay the City their share of the cost, that City has incurred or will incur under the appropriations to the professional engineering services contract with **CAROLLO ENGINEERS, INC.,** including this requested additional appropriation, via a letter of agreement authorized by their perspective boards. The City's share in this expansion project is approximately 16%, and the remaining 84% of the cost will be shared by all four Regional Water Authorities.

DESCRIPTION/SCOPE: The Project Advisor/Technical Consultant will support and augment the Department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The work be be performed shall consist of some or all of the following general activities to assist and support the Department and/or additional activities in concert with the overall purpose of the contract, as authorized by the Director:

- Perform raw water system planning and permitting assistance
- Perform US Corps 404 and environmental permitting
- Perform pilot operations (for the process development phase and performance validation phase)
- Perform Texas Commission on Environmental Quality coordination and reporting
- Perform special testing & monitoring (for example, conducting flavor profile analyses for taste & odor episodes)
- Provide project administrative, permitting, communications, and scheduling support
- Conduct supporting and special studies as necessary to support project management decision-making

LOCATION: This project is located on 12121 North Sam Houston Parkway East in Humble, key map grid 377W.

PREVIOUS HISTORY and SCOPE: City Council approved the original contract by Ordinance 2012-0121 on February 8, 2012, the First Amendment by Ordinance 2013-0155 on February 20, 2013, and the Second Amendment by Ordinance 2014-0160 on February 26, 2014. The scope of services under the original contract was to support and augment the department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The First Amendment authorized additional services to perform a process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit and validation, interim expansion planning; authority engagement; raw water cleaning and restoration evaluation; project delivery fact finding; project delivery approach evaluation and development of project staffing and controls plans. The consultant has been authorized $3,307,216.00 out of the original, first and second amendment contract appropriations to date. the requested $5,000,000.00 will be expended to continue the services as described in the scope of additional funding.

SCOPE of this ADDITIONAL FUNDING and FEE: The requested additional appropriation will be utilized to perform basic and additional services as defined by individual work orders. With the supplemental funding, the Project Advisor/Technical consultant will perform treatment process pilot evaluations, raw water intake permitting and other additional services.

The budgeted amount for this amendment is $5,500,000.00 to be appropriated as follows: $5,000,000.00 for Contract Services and $500,000.00 for CIP Cost Recovery.

PAY or PLAY PROGRAM:
The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides health benefits to eligible employees in compliance with City policy.

M/WBE INFORMATION: The M/WBE goal for the contract is 24%. The original contract and previous additional appropriations amount is $4,004,305.00. The engineer has been authorized to perform services up to the contract amount of $3,307,216.00. The engineer has been paid $2,718,370.00 (82.20%) to date. Of this amount, $540,100.00 (19.87%) has been paid to M/WBE sub-consultants to date. The engineer proposes the following plan to meet the M/WBE goal:

Name of Firms	Work Description	Amount	% of Total Contract
Pair Prior M/WBE Commitment		$540,099.56	6.00%
Unpaid Prior M/WBE Commitment		$253,700.00	2.82%
ESPA CORP, Inc.	Civil Engineering Services	$301,700.00	3.35%
Gupta & Associates, Inc.	Electrical Instrumentation Design	$78,000.00	0.87%
Kuo & Associates, Inc.	Engineering Support Services	$624,000.00	6.93%
M/WBE Firm TBD	Various Services	$363,000.00	4.03%
	TOTAL	$2,160,499.56	24.00%

NON-M/WBE INFORMATION: Additional Firms to be used but not included in the M/WBE goal:

Name of Firms	Work Description	Amount	% of Total Contract
Pair Non-M/WBE Firms	Engineering Support Services	$383,006.94	4.25%
CP&Y	Engineering Support Services	$530,000.00	5.89%
RPS Espey, Inc.	Engineering Support Services	$50,000.00	0.56%
Consulting Firm TBD	Permitting Support Services	$150,000.00	1.67%
	TOTAL	$1,113,006.94	12.37%

Prior Council Action:
Ordinance Number 2012-0121 February 8, 2012
Ordinance Number 2013-0155 February 20, 2013
Ordinance Number 2014-0160 February 26, 2014

Amount of Funding:
$5,500,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.
Original contract appropriation of $977,500.00 from Water and Sewer Consolidated Construction Fund No. 8500.

First Amendment and additional appropriation of $2,541,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500. Second amendment and additional appropriation of $1,100,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.

Source of Funding:
Enterprise Fund

Contact Information:
Kavi Kaleyatodi, P.E. CPM
Senior Assistant Director
Phone: (832) 395-2326

ATTACHMENTS:

	Description	Type
	20RS141-Carollo Engineers, Inc. - NE Water Purification Plant - RCA	Signed Cover sheet
	20RS141-Carollo Engineers, Inc. - NE Water Purification Plant ORD	Ordinance/Resolution/Motion
	20RS141-Carollo Engineers, Inc. - NE Water Purification Plant - financial information	Financial Information

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Third Additional Appropriation to Professional Engineering Services Contract between the City and Carollo Engineers, Inc. for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant. WBS No. S-000066-0011-3	**Page 1 of 3**	**Agenda Item #**
From: (Department or other point of origin): Department of Public Works and Engineering	**Origination Date**	**Agenda Date**
Director's Signature: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** E	
For additional information contact: Ravi Kaleyatodi 10/6/14 Ravi Kaleyatodi, P.E., CPM **Phone:** (832) 395-2326 Senior Assistant Director	**Date and identification of prior authorizing Council action:** Ordinance Number 2012-0121 February 8, 2012 Ordinance Number 2013-0155 February 20,2013 Ordinance Number 2014-0160 February 26, 2014	

Recommendation: (Summary)
Approve Third Additional Appropriation to the Professional Engineering Services Contract with Carollo Engineers, Inc. and appropriate funds.

Amount and Source of Funding: $5,500,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500. 10/06/2014
Original contract appropriation of $977,500.00 from Water and Sewer System Consolidated Construction Fund No. 8500. First amendment and additional appropriation of $2,541,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500. Second amendment and additional appropriation of $1,100,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500.

PROJECT NOTICE/JUSTIFICATION: These services are to provide advisory and technical consulting assistance to the Department in executing the City's expansion of the Northeast Water Purification Plant. This expansion is required to meet future water demands, requirements of the Texas Commission on Environmental Quality regulations, and the Harris-Galveston Subsidence District Surface Water Conversion Plan.

All costs directly related to the expansion project will be shared by the City of Houston and four Regional Water Authorities. The City is currently negotiating a second supplement to the water supply contract with the Regional Water Authorities. All four Regional Water Authorities have committed to pay the City their share of the cost, that City has incurred or will incur under the appropriations to the professional engineering services contract with Carollo Engineers, Inc., including this requested additional appropriation, via a letter of agreement authorized by their perspective boards. The City's share in this expansion project is approximately 16%, and the remaining 84% of the cost will be shared by all four Regional Water Authorities.

DESCRIPTION/SCOPE: The Project Advisor/Technical Consultant will support and augment the Department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The work to be performed shall consist of some or all of the following general activities to assist and support the Department and/or additional activities in concert with the overall purpose of the contract, as authorized by the Director:

LTS No.13029 **CUIC ID #20RS141**

Finance Department:	**Other Authorization:**	**Other Authorization:**
	Jun Chang Jun Chang, P.E., D. WRE Deputy Director Public Utilities Division	Ravi kaleyatodi Daniel R. Menendez, P.E. Deputy Director Engineering and Construction Division

REV 11/06

- Provide raw water system planning and permitting assistance
- Perform US Corps 404 and environmental permitting
- Perform pilot operations (for the process development phase and performance validation phase)
- Perform Texas Commission on Environmental Quality coordination and reporting
- Perform special testing & monitoring (for example, conducting flavor profile analyses for taste & odor episodes)
- Provide project administrative, permitting, communications, and scheduling support
- Conduct supporting and special studies as necessary to support project management decision-making

LOCATION: This project is located on 12121 North Sam Houston Parkway East in Humble, key map grid 377W.

PREVIOUS HISTORY AND SCOPE: City Council approved the original contract by Ordinance 2012-0121 on February 8, 2012, the First Amendment by Ordinance 2013-0155 on February 20, 2013, and the Second Amendment by Ordinance 2014-0160 on February 26, 2014. The scope of services under the original contract was to support and augment the department in planning, coordination, execution and delivery of the Northeast Water Purification Plant expansion project. The First Amendment authorized additional services to perform a process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit & validation, and interim expansion planning. The Second Amendment authorized legal and contracting support and development of project staffing and controls plans.

Under this contract the Project Advisor/Technical Consultant has accomplished the primary objectives of Work Orders 1 through 5C that consisted of: project framework development, treatment concept development, delivery alternative development, project approach alternative assessment, conceptual project schedule; technical support to the City to maintain operations at the North East Water Purification Plant following storm events in February and July, 2012; process evaluation, facility audit, facility re-rating evaluation, ultraviolet disinfection audit and validation, interim expansion planning; authority engagement; raw water cleaning and restoration evaluation; project delivery fact finding; project delivery approach evaluation and development of project staffing and controls plans. The consultant has been authorized $3,307,216.00 out of the original, first and second amendment contract appropriations to date. The requested $5,000,000.00 will be expended to continue the services as described in the scope of additional funding.

SCOPE OF THIS ADDITIONAL FUNDING AND FEE: The requested additional appropriation will be utilized to perform basic and additional services as defined by individual work orders. With the supplemental funding, the Project Advisor/Technical Consultant will perform treatment process pilot evaluations, raw water intake permitting and other additional services.

The budgeted amount for this amendment is $5,500,000.00 to be appropriated as follows: $5,000,000.00 for Contract Services and $500,000.00 for CIP Cost Recovery.

PAY OR PLAY PROGRAM:
The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the contractor provides health benefits to eligible employees in compliance with City policy.

SUBJECT: Third Additional Appropriation to Professional Engineering Services Contract between the City and Carollo Engineers, Inc. for Project Advisor/Technical Consultant for the City's future expansion of the Northeast Water Purification Plant. WBS No. S-000066-0011-3	Originator's Initials	Page 3 of 3

M/WBE INFORMATION: The M/WBE goal for the contract is 24%. The original contract and previous additional appropriations amount is $4,004,305.00. The engineer has been authorized to perform services up to the contract amount of $3,307,216.00. The engineer has been paid $2,718,370.00 (82.20%) to date. Of this amount, $540,100.00 (19.87%) has been paid to M/WBE sub-consultants to date. The engineer proposes the following plan to meet the MWBE goal:

Name of Firms	Work Description	Amount	% of Total Contract
1. Paid Prior M/WBE Commitment		$540,099.56	6.00%
2. Unpaid Prior M/WBE Commitment		$253,700.00	2.82%
3. ESPA CORP, Inc.	Civil Engineering Services	$301,700.00	3.35%
4. Gupta & Associates, Inc.	Electrical Instrumentation Design	$78,000.00	0.87%
5. Kuo & Associates, Inc.	Engineering Support Services	$624,000.00	6.93%
6. M/WBE Firm TBD	Various Services	$363,000.00	4.03%
	TOTAL	$2,160,499.56	24.00%

NON-M/WBE INFORMATION: Additional Firms to be used but not included in the M/WBE goal:

Name of Firms	Work Description	Amount	% of Total Contract
1. Paid Non-M/WBE Firms	Engineering Support Services	$383,006.94	4.25%
2. CP&Y	Engineering Support Services	$530,000.00	5.89%
3. RPS Espey, Inc.	Engineering Support Services	$50,000.00	0.56%
4. Consulting Firm TBD	Permitting Support Services	$150,000.00	1.67%
	TOTAL	$1,113,006.94	12.37%

SD SD

DAR:DRM:RK:HH:SD:RS

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File: S-000066-0011-3 (1.2)

REV 11/06

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

20JAM005-ISI Contracting, Inc. - Concrete and Asphalt Restoration (BSB)

Agenda Item#: 25.

Summary:
ORDINANCE awarding contract to **ISI CONTRACTING, INC** for Concrete and Asphalt Restoration; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the City; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering testing services and contingencies relating to the construction of facilities - 2 Years with 1 one-year options - $2,846,543.50 - Enterprise Fund

Background:
SPECIFIC EXPLANATION: This project will provide for restoration of concrete and asphalt sections of roads within city limits (including roads maintained by TX DOT) following the repair of water and wastewater sewer lines performed by city crews. The pavement repair size includes pavement of both smaller sections of various sizes and panel to panel of a road section.

DESCRIPTION/SCOPE: Work shall include restoration of concrete and asphalt section of roads within City Limits. The concrete duration for this project is two-years, with a one-year option to renew, for a total of three years. This is a work order based contract with projects assigned on an as-needed basis.

LOCATION: The project area is generally bounded by the City Limits.

BIDS: Three (3) bids were received for this project on 05/01/2014 as follows:

	Bidder	Bid Amount
1.	ISI Contracting, Inc.	$2,651,543.50
2.	GLM Contracting, Inc.	$2,766,737.75
3.	Grava, LLC	$2,835,374.30

AWARD: It is recommended that this construction contract be awarded to ISI Contracting, Inc. with a low bid of $2,651,543.50.

PROJECT COST: The total cost of this project is $2,846,543.50 to be allocated as follows:

	FY15	OUT YEARS
Bid Amount	$883,847.83	$1,767,695.67
Contingencies	$40,000.00	$80,000.00
Engineering Testing Services	$25,000.00	$50,000.00
	$948,847.83	$1,897,695.67

QC Laboratories, Inc. will provide Engineering Testing Services under a previously approved contract.

HIRE HOUSTON FIRST: The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed contractor does not meet the requirements of Hire Houston First; no Hire Houston First firms were within three percent.

PAY OR PLAY PROGRAM: The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of city contractors. In this case, the Contractor provides benefits for some employees but will pay into the Contractor Responsibility Fund for others, in compliance with the City policy.

M/WDBE PARTICIPATION: The Contractor has submitted the following proposed MBE/WBE participation plan to satisfy the nine percent (9%) MBE goal and six percent (6%) WBE goal for this project:

MBE-Name of Firms	Work Description	Amount	% of Contract
Access Data Supply, Inc.	Concrete, Aggregate, San Equipment	$239,000.00	9.00%
	TOTAL	**$239,000.00**	**9.00%**

WBE-Name of Firms	Work Description	Amount	% of Contract
Holes, Inc.	Sawing and Breaking	$101,020.40	3.81%
H & E Aggregate, Inc.	Asphalt and Base Material	$54,886.95	2.07%
Republic Traffic Safety, Inc.	Traffic Control Equipment	$24,923.70	0.94%
	TOTAL	**$180,831.05**	**6.82%**

Amount of Funding:
$2,846.543.50 Water and Sewer System Operating Fund (8300)

Source of Funding:
Enterprise Fund

Contact Information:
Jim McCoy
Assistant Director
Phone: 832-395-2467

ATTACHMENTS:

Description	Type
20JAM005 - ISI Contracting RCA	Signed Cover sheet
20JAM005-ISI Contracting, Inc. - ORD	Ordinance/Resolution/Motion

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Contract Award Concrete and Asphalt Restoration WBS No. S-MA1000-0005-4, File No. WA 11142-03	**Category**	**Page** 1 of 2	**Agenda Item #**

FROM (Department or other point of origin):	**Origination Date**	**Agenda Date**
Department of Public Works and Engineering	10/9/14	

DIRECTOR'S SIGNATURE: Dale A. Rudick, P.E., Director	**Council District affected: All**
For additional information contact: Jim McCoy J McCoy Assistant Director **Phone:** 832.395.2467	**Date and identification of prior authorizing Council action:** N/A

RECOMMENDATION: (Summary)
Accept low bid, award construction contract, and allocate funds.

Amount and Source of Funding:
$2,846,543.50 Water and Sewer System Operating Fund No. 8300 10-2-2014 JW

SPECIFIC EXPLANATION: This project will provide for restoration of concrete and asphalt sections of roads within City limits (including roads maintained by TX DOT) following the repair of water and wastewater sewer lines performed by city crews. The pavement repair size includes pavement of both smaller sections of various sizes and panel to panel of a road section.

DESCRIPTION/SCOPE: Work shall include restoration of concrete and asphalt section of roads within City Limits. The contract duration for this project is two-years, with a one-year option to renew, for a total of three years. This is a work order based contract with projects assigned on an as-needed basis.

LOCATION: The project area is generally bounded by the City Limits.

BIDS: Three (3) bids were received for this project on 05/01/2014 as follows:

Bidder	Bid Amount
1. ISI Contracting, Inc.	$2,651,543.50
2. GLM Contracting, Inc.	$2,766,437.75
3. Grava, LLC	$2,835,374.30

LTS# 12751 **REQUIRED AUTHORIZATION** **CUIC#20JAM005**

Finance Department:	**Other Authorization:**	**Other Authorization:**
		Jim Chang, P.E., D.WRE, Deputy Director Public Utilities Division

AWARD: It is recommended that this construction contract be awarded to ISI Contracting, Inc. with a low bid of $2,651,543.50.

PROJECT COST: The total cost of this project is $2,846,543.50 to be allocated as follows:

	FY15	OUT YEARS
Bid Amount	$883,847.83	$1,767,695.67
Contingencies	$40,000.00	$80,000.00
Engineering Testing Services	$25,000.00	$ 50,000.00
	$948,847.83	$1,897,695.67

QC Laboratories, Inc. will provide Engineering Testing Services under a previously approved contract.

HIRE HOUSTON FIRST: The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case, the proposed contractor does not meet the requirements of Hire Houston First; no Hire Houston First firms were within three percent.

PAY OR PLAY PROGRAM: The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the Contractor provides benefits for some employees but will pay into the Contractor Responsibility Fund for others, in compliance with City policy.

M/WDBE PARTICIPATION: The Contractor has submitted the following proposed MBE/WBE participation plan to satisfy the nine percent (9%) MBE goal and six percent (6%) WBE goal for this project:

MBE-Name of Firms	Work Description	Amount	% of Contract
Access Data Supply, Inc.	Concrete, Aggregate, Sand Equipment	$239,000.00	9.00%
	TOTAL:	**$239,000.00**	**9.00%**

WBE-Name of Firms	Work Description	Amount	% of Contract
Holes, Inc	Sawing and Breaking	$ 101,020.40	3.81%
H &E Aggregate, LLC.	Asphalt and Base Material	$ 54,886.95	2.07%
Republic Traffic Safety, Inc	Traffic Control Equipment	$ 24,923.70	0.94%
	TOTAL:	**$180,831.05**	**6.82%**

DAR:JM

Controller's Office

CONTROLLER'S
14 OCT -8 AM 11:05

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

( ) Funds have been encumbered out of funds previously appropriated for such purpose.

( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.

( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.

( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.

( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.

( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

( ) Other - Grant Funds Available

Date:_____,20____

_____
City Controller of the City of Houston, Texas

FUND REF: **AMOUNT:** **ENCUMB. NO.:**

City of Houston, Texas Ordinance No.: _____

AN ORDINANCE AWARDING A CONTRACT TO ISI CONTRACTING, INC. FOR CONCRETE AND ASPHALT RESTORATION (BSB); SETTING A DEADLINE FOR THE BIDDER'S EXECUTION OF THE CONTRACT AND DELIVERY OF ALL BONDS, INSURANCE, AND OTHER REQUIRED CONTRACT DOCUMENTS TO THE CITY; HOLDING THE BIDDER IN DEFAULT IF IT FAILS TO MEET THE DEADLINES; PROVIDING FUNDING FOR ENGINEERING TESTING SERVICES AND CONTINGENCIES RELATING TO THE CONSTRUCTION OF FACILITIES; CONTAINING PROVISIONS RELATING TO THE SUBJECT AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council allocates out of the FY15 Water and Sewer System Operating Fund the sum of **$883,847.83** for ISI Contracting, Inc. described in the title and the sum of $40,000.00 for contingencies. City Council further allocates the sum of **$25,000.00** for Engineering Testing Services under Outline Agreement No. 4600012058.

Section 2. Having duly advertised for and received competitive bids for the work described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible bid was submitted by the bidder named in the title hereof in the amount of **$2,651,543.50** (which amount is only an estimate if unit prices are included in the bid proposal of the said bidder). The Contract for said work is hereby awarded to said bidder. The bidder must execute the contract and deliver to the City's Director of the Department of Public Works and Engineering (Director) all required bonds, insurance certificates, MWBE information, and all other contract documents required to be provided in post bid procedures in a form acceptable to the City Attorney within 10 days of the date of passage of this Ordinance by City Council. If the bidder does so, the Mayor is hereby authorized to execute the contract.

Section 3. If bidder fails to comply by the above deadline, it shall be in default. The Director shall give the bidder notice of default. The Director shall give the bidder notice of default and recommend award of the contract to the next lowest bidder. The City Attorney is authorized to forfeit the bid bond of the bidder. The City Council hereby approves and authorizes the construction contract described in the title of this ordinance, in form prepared by the Department of Public Works and Engineering and on file in that Department. Any addenda or modifications to such contract issued by that Department shall be included in the contract. Any alternate bid items recommended for acceptance by that Department shall be included in the contract. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston, Texas. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 4. The original allocation plus all supplemental allocations ("Maximum Contract Amount") for the ISI Contracting, Inc. contract awarded hereby shall never exceed **$2,846,543.10** unless and until this sum is increased by ordinance of City Council. Such limitation is not applicable in the event that Council appropriates additional funding.

Section 5. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking referenced in the title of this ordinance, in the event of changed circumstances.

Section 6. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 7. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign t0his Ordinance within five days after its

passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this ___ day of _____, 20__.

APPROVED this ___ day of _____, 20__.

_____
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _____.

_____
City Secretary

Requested by: Dale Rudick, P.E., Acting Director (Contact: Rudy Galvan)
Dept. of Public Works and Engineering (Phone: 832-395-5280)

This Ordinance and/or Contract has (have) been reviewed as to form by the undersigned legal assistant and has (have) been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

10-8-14
Date

Brenda Lee
Legal Assistant

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District H

20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - Eddy Current Clutch Drives

Agenda Item#: 26.

Summary:
ORDINANCE appropriating $1,621,000.00 out of Water & Sewer System Consolidated Construction Fund, awarding contract to **PEPPER-LAWSON WATERWORKS, LLC** for 69th Street Wastewater Treatment Plant - Eddy Current Clutch Drives and Screw Conveyor Replacement; setting a deadline for the bidder's execution of the contract and delivery of all bonds, insurance, and other required contract documents to the City; holding the bidder in default if it fails to meet the deadlines; providing funding for engineering, testing, CIP Cost Recovery, and contingencies relating to construction of facilities financed by the Water & Sewer System Consolidated Construction Fund - **DISTRICT H - GONZALEZ**

Background:
PROJECT NOTICE/JUSTIFICATION: This project is part of the City's on-going program to make improvements to the existing facilities at 69th Street Wastewater Treatment Plant.

DESCRIPTION/SCOPE: This project consists of replacements of the Eddy Current Clutch Drives and the Screw Conveyor at the 69th Street Wastewater Treatment Plant.

The Contract duration for this project is 455 calendar days. This project was designed under work order by CP&Y, Inc.

LOCATION: This project is located at 2525 S/Sgt. Macario Garcia. Key Map Grid 494R.

BIDS: This project was advertised for bidding on July 18, 2014. Bids were received on August 21, 2014. Four (4) bids are as follows:

	Bidder	Bid Amount
1.	Pepper-Lawson Waterworks, LLC	$1,438,320.00
2.	Industrial TX Corp.	$1,521,920.00
3.	Boyer, Inc.	$2,031,937.00
4.	R+B Group, Incorporated	$2,144,420.00

AWARD: It is recommended that this construction contract be awarded to Pepper-Lawson Waterworks, LLC with a low bid of $1,438,320.00 and that Addendum Number 1 be made a part of this Contract.

PROJECT COST: The total cost of this project is $1,621,000.00 to be appropriated as follows:

·	Bid Amount	$1,438,320.00
·	Contingencies	$ 71,916.00
·	Engineering and Testing Services	$ 10,000.00
·	CIP Cost Recovery	$ 100,764.00

Engineering and Testing Services will be provided by Professional Services Industries, Inc. under a previously approved contract.

HIRE HOUSTON FIRST:
The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston business and supports job creation. In this case, the proposed contractor meets the requirements of Hire Houston First.

PAY OR PLAY PROGRAM:
The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the Contractor provides health benefits to eligible employees in

compliance with City policy.

M/WSBE PARTICIPATION: The Contractor has submitted the following proposed program to satisfy the 11% MBE goal, 7% WBE goal for this project.

	MBE - Name of Firms	Work Description	Amount	% of Contract
1.	Gonzales Commercial Electric Corporation	Electrical Contractor	$170,000.00	11.82%
	TOTAL $170,000.00	**11.82%**		

	WBE - Name of Firms	Work Description	Amount	% of Contract
1.	Bevco Company, Inc.	Pipe and equipment supplier	$ 57,532.00	4.0%
	TOTAL $ 57,532.00	**4.0%**		

	SBE - Name of Firms	Work Description	Amount	% of Contract
1.	Automation Nation, Inc.	Computer Software Services	$ 18,000.00	1.25%
2.	Dominion Air & Heat, LLC.	HVAC System	$ 35,120.00	2.44%
	TOTAL $ 53,120.00	**3.69%**		

All known rights-of-way, easements and/or right-of-entry required for the project have been acquired.

Amount of Funding:
$1,621,000.00 Water and Sewer System Consolidated Construction Fund No. 8500.

Source of Funding:
Enterprise Fund

Contact Information:
Ravi Kaleyatodi, P.E., CPM **Phone:** (832) 395-2326
Senior Assistant Director

ATTACHMENTS:

	Description	Type
	20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - RCA	Signed Cover sheet
	20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - MAP	Backup Material
	20IMR94-Pepper-Lawson Waterworks, LLC DELINQUENT TAX FORMS	Backup Material
	20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - SAP	Financial Information
	20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - PAY OR PLAY	Backup Material
	20IMR94-Pepper-Lawson Waterworks, LLC ORD	Ordinance/Resolution/Motion
	20IMR94-Pepper-Lawson Waterworks, LLC MWBE	Backup Material
	20IMR94-Pepper-Lawson Waterworks, LLC 0 69th Str WWTP - FAIR CAMPAIGN	Backup Material

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Contract Award for 69th Street Wastewater Treatment Plant - Eddy Current Clutch Drives and Screw Conveyor Replacement. WBS No. R-000509-0036-4.	**Page 1 of 2**	**Agenda Item #**
FROM: (Department or other point of origin): Department of Public Works and Engineering	**Origination Date:** 10/9/14	**Agenda Date:**
Director's Signature: Dale A. Rudick, P.E., Director	**Council District affected:** H IMR	
For additional information contact: Ravi Kaleyatodi, P.E., CPM **Phone:** (832) 395-2326 Senior Assistant Director — Ravi Kaleyatodi 9/17/14	**Date and identification of prior authorizing Council action:**	

RECOMMENDATION: (Summary)
Accept low bid, award construction Contract and appropriate funds.

Amount and Source of Funding: $1,621,000.00 Water and Sewer System Consolidated Construction Fund No. 8500.
M.P. 9/25/2014

PROJECT NOTICE/JUSTIFICATION: This project is part of the City's on-going program to make improvements to the existing facilities at 69th Street Wastewater Treatment Plant.

DESCRIPTION/SCOPE: This project consists of replacements of the Eddy Current Clutch Drives and the Screw Conveyor at the 69th Street Wastewater Treatment Plant.

The Contract duration for this project is 455 calendar days. This project was designed under work order by CP&Y, Inc.

LOCATION: This project is located at 2525 S/Sgt. Macario Garcia. Key Map Grid 494R.

BIDS: This project was advertised for bidding on July 18, 2014. Bids were received on August 21, 2014. Four (4) bids are as follows:

	Bidder	Bid Amount
1.	Pepper-Lawson Waterworks, LLC	$1,438,320.00
2.	Industrial TX Corp.	$1,521,920.00
3.	Boyer, Inc.	$2,031,937.00
4.	R+B Group, Incorporated	$2,144,420.00

LTS No. 12986 **CUIC ID #20IMR94**

Finance Department:	**Other Authorization:**	**Other Authorization:**
	Yvonne Harrison FOR 10-1-14 Jun Chang, P.E., D.WRE, Deputy Director Public Utilities Division	Daniel R. Menendez, P.E., Deputy Director Engineering and Construction Division

REV. 3/06

AWARD: It is recommended that this construction contract be awarded to Pepper-Lawson Waterworks, LLC with a low bid of $1,438,320.00 and that Addendum Number 1 be made a part of this Contract.

PROJECT COST: The total cost of this project is $1,621,000.00 to be appropriated as follows:

• Bid Amount	$1,438,320.00
• Contingencies	$ 71,916.00
• Engineering and Testing Services	$ 10,000.00
• CIP Cost Recovery	$ 100,764.00

Engineering and Testing Services will be provided by Professional Services Industries, Inc. under a previously approved contract.

HIRE HOUSTON FIRST:
The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston business and supports job creation. In this case, the proposed contractor meets the requirements of Hire Houston First.

PAY OR PLAY PROGRAM:
The proposed contract requires compliance with the City's 'Pay or Play' ordinance regarding health benefits for employees of City contractors. In this case, the Contractor provides health benefits to eligible employees in compliance with City policy.

M/WSBE PARTICIPATION: The Contractor has submitted the following proposed program to satisfy the 11% MBE goal, 7% WBE goal for this project.

	MBE - Name of Firms	Work Description	Amount	% of Contract
1.	Gonzales Commercial Electric Corporation	Electrical Contractor	$170,000.00	11.82%
		TOTAL	**$170,000.00**	**11.82%**

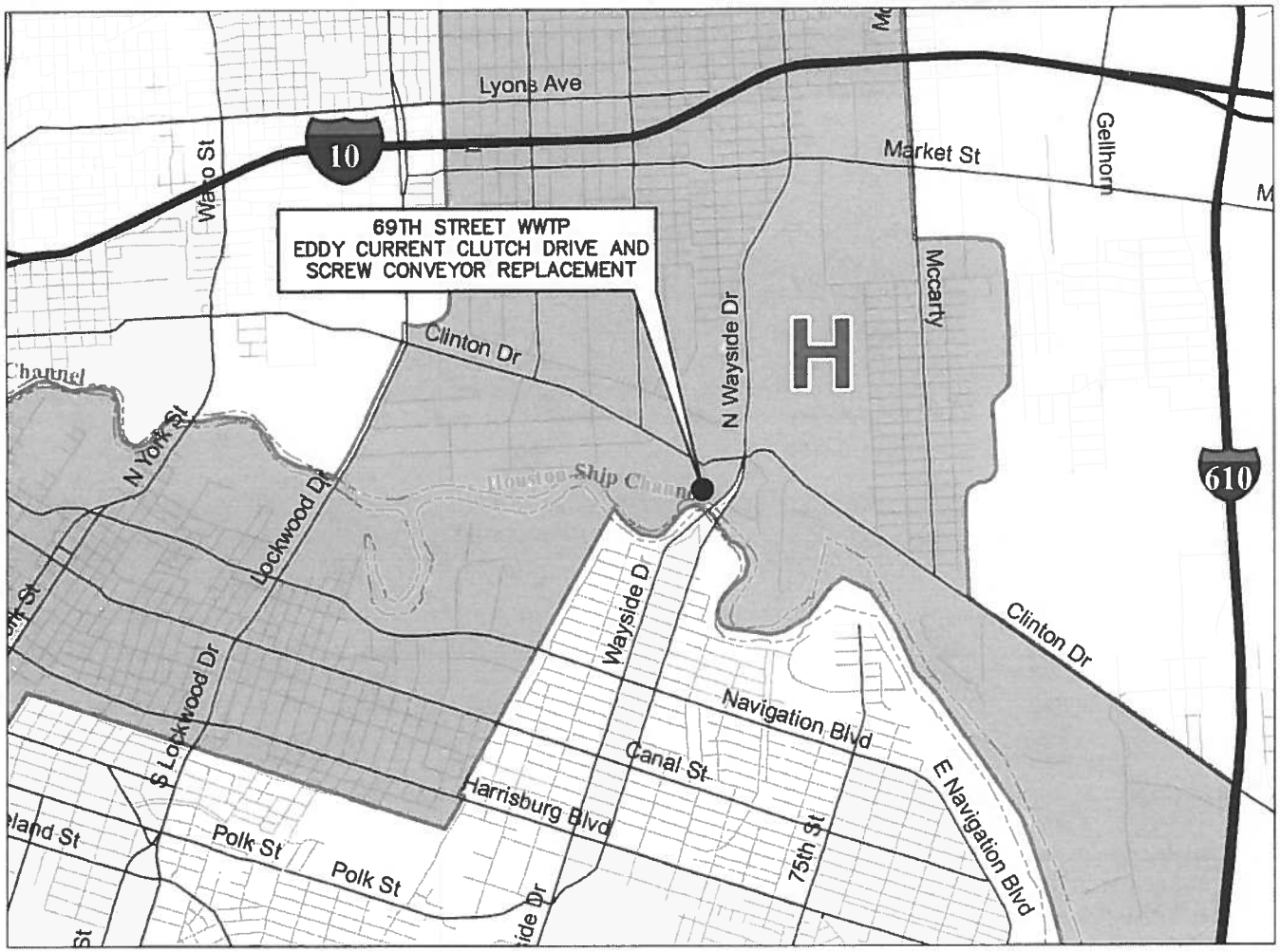
	WBE - Name of Firms	Work Description	Amount	% of Contract
1.	Bevco Company, Inc.	Pipe and equipment supplier	$ 57,532.00	4.0%
		TOTAL	**$ 57,532.00**	**4.0%**

	SBE - Name of Firms	Work Description	Amount	% of Contract
1.	Automation Nation, Inc.	Computer Software Services	$ 18,000.00	1.25%
2.	Dominion Air & Heat, LLC.	HVAC System	$ 35,120.00	2.44%
		TOTAL	**$ 53,120.00**	**3.69%**

All known rights-of-way, easements and/or right-of-entry required for the project have been acquired.

DAR:DRM:RK:EN:IMR:fs:pa

c: File No. R-000509-0036-4



COUNCIL DISTRICT H

VICINITY MAP

69TH STREET WWTP
2525 S. SGT MARCARIO GARCIA DR.
HOUSTON, TX 77020
KEY MAP NO. 494R
GIMS MAP NO. 55576

CP&Y
TBPE FIRM No. F-1741
11757 Katy Freeway, Suite 1540
Houston, TX 77079
(713)532-1730, Fax (713)532-1734

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

69TH STREET WWTP
EDDY CURRENT CLUTCH DRIVE AND
SCREW CONVEYOR REPLACEMENT

PROJECT VICINITY MAP AND
COUNCIL DISTRICT BOUNDARIES

COUNCIL DISTRICT H
EDWARD GONZALEZ

WBS NO. R-000509-0036-4	CITY OF HOUSTON PM
DRAWING SCALE: NONE	IRAJ RANJBAR, PE
SEPTEMBER 2014	SHEET 1 OF 1



COUNCIL DISTRICTS

A – BRENDA STARDIG
B – JERRY DAVIS
C – ELLEN R. COHEN
D – DWIGHT BOYKINS
E – DAVE MARTIN
F – RICHARD NGUYEN
G – OLIVER PENNINGTON
H – EDWARD GONZALEZ
I – ROBERT GALLEGOS
J – MIKE LASTER
K – LARRY V. GREEN
AT LARGE 1 – STEPHEN C. COSTELLO
AT LARGE 2 – DAVID W. ROBINSON
AT LARGE 3 – MICHAEL KUBOSH
AT LARGE 4 – C.O. "BRAD" BRADFORD
AT LARGE 5 – JACK CHRISTIE

CP&Y
TBPE FIRM No. F-1741
11757 Katy Freeway, Suite 1540
Houston, TX 77079
(713)532-1730, Fax (713)532-1734

CITY OF HOUSTON

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

69TH STREET WWTP
EDDY CURRENT CLUTCH DRIVE AND
SCREW CONVEYOR REPLACEMENT

PROJECT LOCATION AND
COUNCIL DISTRICT BOUNDARIES

COUNCIL DISTRICT H
EDWARD GONZALEZ

WBS NO. R-000509-0036-4	CITY OF HOUSTON PM
DRAWING SCALE: NONE	IRAJ RANJBAR, PE
SEPTEMBER 2014	SHEET 1 OF 1

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - FCC Environmental - 2nd

Agenda Item#: 27.

Summary:
ORDINANCE No. 2014-0909, passed first reading October 8, 2014
ORDINANCE granting to **FCC ENVIRONMENTAL SERVICES, LLC**, **A Delaware Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Contact Information:

Lara Cottingham Phone: (832) 393- 8503
Naelah Yahya Phone: (832) 393- 8530

ATTACHMENTS:

Description	Type
9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
9.26.2014 ARA SW Franchise Captions	Backup Material
Anderson Pollution Control - ORD	Signed Cover sheet

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/26/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Naelah Yahya **Phone:** (832) 393- 8530	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: **[ ] General Fund** **[ ] Grant Fund** **[ ] Enterprise Fund** **[ ] Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

1. **FCC ENVIRONMENTAL SERVICES, LLC**

AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

2. **BIG R TRUCKING, LLC**

AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

3. **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

4. **ANDERSON POLLUTION CONTROL, INC.**

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - _____

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

WHEREAS, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

ARTICLE I.
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Short title. This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

Section 1.02. Definitions. Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

Article VII means Article VII of Chapter 39 of the City's Code of Ordinances.

Authorized Area means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

Director means the director of the City's Administration and Regulatory Affairs Department or his designee.

Effective Date is defined in **Section 8.14.**

Franchise means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

Grantee means Anderson Pollution Control, Inc., a Texas Corporation.

Gross Revenue means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

ARTICLE II.
GRANT OF AUTHORITY AND TERM

Section 2.01. Rights granted. The applicable terms of **Article VII,** as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

Section 2.02. Term. The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

Section 2.03. Specific limitations. This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

Section 2.04. Use of the public way by other persons.

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

Section 2.05. Additions to the authorized area by annexation or otherwise. The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

ARTICLE III.
PAYMENTS TO CITY

Section 3.01. Amount and Time of Payment.

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45th day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section. amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

ARTICLE IV.
RECORDS

Section 4.01. Record keeping. In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

Section 4.02. Confidential information.

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

ARTICLE V.
RELEASE, INDEMNIFICATION AND INSURANCE

SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

SHALL NOT EXCEED $1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

a. A description of the indemnification event in reasonable detail;
b. The basis on which indemnification may be due; and
c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 5.02. Insurance.

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

ARTICLE VI.
DEFAULT AND TERMINATION

Section 6.01. Defaults. The occurrence of any of the following shall be an event of default under this Franchise:

a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;

b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;

c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

Section 6.02. Cure period. If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

Section 6.03. A. Termination. The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

B. City's Option to Maintain Franchise in Force. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

SECTION 6.04. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF

AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.

C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.

ARTICLE VII.
TRANSFER OF AUTHORITY

Section 7.01. Prohibition. The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

Section 7.02. Process. Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

Section 7.03. Scope of review. In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

Section 7.04. Assignments not requiring approval. Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

Section 7.05. Release. Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Notice.

a. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director Administration and Regulatory Affairs Department City of Houston 611 Walker, 13th Floor Houston, Texas 77002 Fax Number: 713-837-0631	***and to***	City Attorney City of Houston Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex Fourth Floor 900 Bagby, Houston, Texas 77002 Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director
Anderson Pollution Control, Inc.
1011 W. Lewis
Conroe, TX 77301
Facsimile Number: 713-947-3802

b. If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

Section 8.02. Force Majeure. Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

Section 8.03. Controlling laws. This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

Section 8.04. Cumulative effect. This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

Section 8.05. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

Section 8.06. Entire agreement. This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

Section 8.07. Captions. Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

Section 8.08. Acceptance and approval; consent. An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

Section 8.09. Non-waiver. Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

Section 8.10. Written amendment. This Franchise may be amended only by an ordinance duly adopted by the City Council.

Section 8.11. Publication. The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

Section 8.12. Acceptance. No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

Section 8.13. Representations and warranties. In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

a. Organization, standing and power. The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

b. Compliance with law. The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

c. Full disclosure. Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

d. Truthful statements. The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

e. Survival of representations and warranties. All representations and warranties contained in this Franchise shall survive the term of this Franchise.

Section 8.14. Effective Date. This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31st day following its final passage by the City Council and approval by the Mayor.

ACCEPTED AND AGREED TO ON BEHALF OF:

ANDERSON POLLUTION CONTROL
(Name of Grantee)

INC. TEXAS
(Legal Identity and State of Formation)

By: Dawan M. Blog
(Signature of Officer or Authorized Person)

Title: President/COO
(Capacity of Signer)

Dated this 20th **day of** November, **2013.**

PASSED first reading this ___ day of _____, 2014.

PASSED second reading this ___ day of _____, 2014.

PASSED third reading this ___ day of _____, 2014.

APPROVED this ___ day of_____, 2014.

_____
Mayor of the City of Houston

Prepared by Legal Dept: _____
YSC/nj 9/19/14 Sr. Assistant City Attorney
Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department
L.D. File No. 0371400151001

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Big R Trucking - 2nd

Agenda Item#: 28.

Summary:
ORDINANCE No. 2014-0910, passed first reading October 8, 2014
ORDINANCE granting to **BIG R TRUCKING, LLC**, **A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Contact Information:

Lara Cottingham Phone: (832) 393- 8503
Naelah Yahya Phone: (832) 393- 8530

ATTACHMENTS:

Description	Type
9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
9.26.2014 ARA SW Franchise Captions	Backup Material
Anderson Pollution Control - ORD	Signed Cover sheet

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/26/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Naelah Yahya **Phone:** (832) 393- 8530	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: **[ ] General Fund** **[ ] Grant Fund** **[ ] Enterprise Fund** **[ ] Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

1. **FCC ENVIRONMENTAL SERVICES, LLC**

AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

2. **BIG R TRUCKING, LLC**

AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

3. **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

4. **ANDERSON POLLUTION CONTROL, INC.**

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - _____

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

WHEREAS, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

ARTICLE I.
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Short title. This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

Section 1.02. Definitions. Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

Article VII means Article VII of Chapter 39 of the City's Code of Ordinances.

Authorized Area means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

Director means the director of the City's Administration and Regulatory Affairs Department or his designee.

Effective Date is defined in **Section 8.14.**

Franchise means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

Grantee means Anderson Pollution Control, Inc., a Texas Corporation.

Gross Revenue means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

ARTICLE II.
GRANT OF AUTHORITY AND TERM

Section 2.01. Rights granted. The applicable terms of **Article VII,** as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

Section 2.02. Term. The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

Section 2.03. Specific limitations. This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

Section 2.04. Use of the public way by other persons.

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

Section 2.05. Additions to the authorized area by annexation or otherwise. The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

ARTICLE III.
PAYMENTS TO CITY

Section 3.01. Amount and Time of Payment.

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45th day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section. amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

ARTICLE IV.
RECORDS

Section 4.01. Record keeping. In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

Section 4.02. Confidential information.

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

ARTICLE V.
RELEASE, INDEMNIFICATION AND INSURANCE

SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

SHALL NOT EXCEED $1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

a. A description of the indemnification event in reasonable detail;
b. The basis on which indemnification may be due; and
c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 5.02. Insurance.

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

ARTICLE VI.
DEFAULT AND TERMINATION

Section 6.01. Defaults. The occurrence of any of the following shall be an event of default under this Franchise:

a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;

b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;

c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

Section 6.02. Cure period. If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

Section 6.03. A. Termination. The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

B. City's Option to Maintain Franchise in Force. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

SECTION 6.04. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF

AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.

C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.

ARTICLE VII.
TRANSFER OF AUTHORITY

Section 7.01. Prohibition. The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

Section 7.02. Process. Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

Section 7.03. Scope of review. In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

Section 7.04. Assignments not requiring approval. Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

Section 7.05. Release. Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Notice.

a. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director Administration and Regulatory Affairs Department City of Houston 611 Walker, 13th Floor Houston, Texas 77002 Fax Number: 713-837-0631	***and to***	City Attorney City of Houston Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex Fourth Floor 900 Bagby, Houston, Texas 77002 Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director
Anderson Pollution Control, Inc.
1011 W. Lewis
Conroe, TX 77301
Facsimile Number: 713-947-3802

b. If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

Section 8.02. Force Majeure. Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

Section 8.03. Controlling laws. This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

Section 8.04. Cumulative effect. This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

Section 8.05. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

Section 8.06. Entire agreement. This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

Section 8.07. Captions. Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

Section 8.08. Acceptance and approval; consent. An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

Section 8.09. Non-waiver. Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

Section 8.10. Written amendment. This Franchise may be amended only by an ordinance duly adopted by the City Council.

Section 8.11. Publication. The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

Section 8.12. Acceptance. No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

Section 8.13. Representations and warranties. In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

a. Organization, standing and power. The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

b. Compliance with law. The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

c. Full disclosure. Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

d. Truthful statements. The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

e. Survival of representations and warranties. All representations and warranties contained in this Franchise shall survive the term of this Franchise.

Section 8.14. Effective Date. This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31st day following its final passage by the City Council and approval by the Mayor.

ACCEPTED AND AGREED TO ON BEHALF OF:

ANDERSON POLLUTION CONTROL
(Name of Grantee)

INC. TEXAS
(Legal Identity and State of Formation)

By: Dawan M. Blog
(Signature of Officer or Authorized Person)

Title: President/COO
(Capacity of Signer)

Dated this 20th **day of** November, **2013.**

PASSED first reading this ___ day of _____, 2014.

PASSED second reading this ___ day of _____, 2014.

PASSED third reading this ___ day of _____, 2014.

APPROVED this ___ day of_____, 2014.

_____
Mayor of the City of Houston

Prepared by Legal Dept: _____
YSC/nj 9/19/14 Sr. Assistant City Attorney
Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department
L.D. File No. 0371400151001

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Environmental Industrial - 2nd

Agenda Item#: 29.

Summary:
ORDINANCE No. 2014-0911, passed first reading October 8, 2014
ORDINANCE granting to **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Contact Information:

Lara Cottingham Phone: (832) 393- 8503
Naelah Yahya Phone: (832) 393- 8530

ATTACHMENTS:

Description	Type
9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
9.26.2014 ARA SW Franchise Captions	Backup Material
Anderson Pollution Control - ORD	Signed Cover sheet

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/26/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Naelah Yahya **Phone:** (832) 393- 8530	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: **[ ] General Fund** **[ ] Grant Fund** **[ ] Enterprise Fund** **[ ] Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

1. **FCC ENVIRONMENTAL SERVICES, LLC**

AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

2. **BIG R TRUCKING, LLC**

AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

3. **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

4. **ANDERSON POLLUTION CONTROL, INC.**

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - _____

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

WHEREAS, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

ARTICLE I.
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Short title. This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

Section 1.02. Definitions. Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

Article VII means Article VII of Chapter 39 of the City's Code of Ordinances.

Authorized Area means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

Director means the director of the City's Administration and Regulatory Affairs Department or his designee.

Effective Date is defined in **Section 8.14.**

Franchise means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

Grantee means Anderson Pollution Control, Inc., a Texas Corporation.

Gross Revenue means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

ARTICLE II.
GRANT OF AUTHORITY AND TERM

Section 2.01. Rights granted. The applicable terms of **Article VII,** as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

Section 2.02. Term. The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

Section 2.03. Specific limitations. This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

Section 2.04. Use of the public way by other persons.

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

Section 2.05. Additions to the authorized area by annexation or otherwise. The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

ARTICLE III.
PAYMENTS TO CITY

Section 3.01. Amount and Time of Payment.

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45th day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section. amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

ARTICLE IV.
RECORDS

Section 4.01. Record keeping. In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

Section 4.02. Confidential information.

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

ARTICLE V.
RELEASE, INDEMNIFICATION AND INSURANCE

SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

SHALL NOT EXCEED $1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

a. A description of the indemnification event in reasonable detail;
b. The basis on which indemnification may be due; and
c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 5.02. Insurance.

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

ARTICLE VI.
DEFAULT AND TERMINATION

Section 6.01. Defaults. The occurrence of any of the following shall be an event of default under this Franchise:

a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;

b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;

c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

Section 6.02. Cure period. If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

Section 6.03. A. Termination. The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

B. City's Option to Maintain Franchise in Force. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

SECTION 6.04. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF

AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.

C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.

ARTICLE VII.
TRANSFER OF AUTHORITY

Section 7.01. Prohibition. The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

Section 7.02. Process. Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

Section 7.03. Scope of review. In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

Section 7.04. Assignments not requiring approval. Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

Section 7.05. Release. Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Notice.

a. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director Administration and Regulatory Affairs Department City of Houston 611 Walker, 13th Floor Houston, Texas 77002 Fax Number: 713-837-0631	***and to***	City Attorney City of Houston Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex Fourth Floor 900 Bagby, Houston, Texas 77002 Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director
Anderson Pollution Control, Inc.
1011 W. Lewis
Conroe, TX 77301
Facsimile Number: 713-947-3802

b. If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

Section 8.02. Force Majeure. Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

Section 8.03. Controlling laws. This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

Section 8.04. Cumulative effect. This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

Section 8.05. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

Section 8.06. Entire agreement. This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

Section 8.07. Captions. Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

Section 8.08. Acceptance and approval; consent. An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

Section 8.09. Non-waiver. Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

Section 8.10. Written amendment. This Franchise may be amended only by an ordinance duly adopted by the City Council.

Section 8.11. Publication. The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

Section 8.12. Acceptance. No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

Section 8.13. Representations and warranties. In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

a. Organization, standing and power. The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

b. Compliance with law. The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

c. Full disclosure. Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

d. Truthful statements. The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

e. Survival of representations and warranties. All representations and warranties contained in this Franchise shall survive the term of this Franchise.

Section 8.14. Effective Date. This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31st day following its final passage by the City Council and approval by the Mayor.

ACCEPTED AND AGREED TO ON BEHALF OF:

ANDERSON POLLUTION CONTROL
(Name of Grantee)

INC. TEXAS
(Legal Identity and State of Formation)

By: Dawan M. Blog
(Signature of Officer or Authorized Person)

Title: President/COO
(Capacity of Signer)

Dated this 20th **day of** November, **2013.**

PASSED first reading this ___ day of _____, 2014.

PASSED second reading this ___ day of _____, 2014.

PASSED third reading this ___ day of _____, 2014.

APPROVED this ___ day of_____, 2014.

_____
Mayor of the City of Houston

Prepared by Legal Dept: _____
YSC/nj 9/19/14 Sr. Assistant City Attorney
Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department
L.D. File No. 0371400151001

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/26/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Anderson Pollution - 2nd

Agenda Item#: 30.

Summary:
ORDINANCE No. 2014-0912, passed first reading October 8, 2014
ORDINANCE granting to **ANDERSON POLLUTION CONTROL, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
SECOND READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. FCC Environmental Services, LLC
2. Big R Trucking, LLC
3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Contact Information:

Lara Cottingham Phone: (832) 393- 8503
Naelah Yahya Phone: (832) 393- 8530

ATTACHMENTS:

Description	Type
9.26.2014 SW ARA Franchise RCA	Signed Cover sheet
9.26.2014 ARA SW Franchise Captions	Backup Material
Anderson Pollution Control - ORD	Signed Cover sheet

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/26/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Naelah Yahya **Phone:** (832) 393- 8530	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: **[ ] General Fund** **[ ] Grant Fund** **[ ] Enterprise Fund** **[ ] Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

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1. FCC Environmental Services, LLC
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3. Environmental Industrial Services Group, Inc.
4. Anderson Pollution Control, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

1. **FCC ENVIRONMENTAL SERVICES, LLC**

AN ORDINANCE GRANTING TO FCC ENVIRONMENTAL SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

2. **BIG R TRUCKING, LLC**

AN ORDINANCE GRANTING TO BIG R TRUCKING, LLC, A TEXAS LIMITED LIABILITY COMPANY, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

3. **ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC.**

AN ORDINANCE GRANTING TO ENVIRONMENTAL INDUSTRIAL SERVICES GROUP, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

4. **ANDERSON POLLUTION CONTROL, INC.**

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

CITY OF HOUSTON, TEXAS, ORDINANCE NO. 2014 - _____

AN ORDINANCE GRANTING TO ANDERSON POLLUTION CONTROL, INC., A TEXAS CORPORATION, THE RIGHT, PRIVILEGE, AND FRANCHISE TO COLLECT, HAUL, AND TRANSPORT SOLID WASTE AND INDUSTRIAL WASTE FROM COMMERCIAL PROPERTIES LOCATED WITHIN THE CITY OF HOUSTON, TEXAS, PURSUANT TO CHAPTER 39, CODE OF ORDINANCES, HOUSTON, TEXAS; PROVIDING FOR RELATED TERMS AND CONDITIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * *

WHEREAS, Anderson Pollution Control, Inc., a Texas Corporation, is in the business of collecting, hauling, and transporting solid waste and industrial waste from commercial properties, and has applied pursuant to the requirements of Chapter 39, Code of Ordinances, Houston, Texas, for the City of Houston's (the "City") consent to use its public ways to provide the service within the City; and

WHEREAS, the City Council find that it is in the best interests of the City to grant such authority to Anderson Pollution Control, Inc., subject to the terms and conditions provided herein; **NOW, THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

ARTICLE I.
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Short title. This ordinance shall be known and may be cited as the Anderson Pollution Control, Inc., Commercial Solid Waste Hauling Franchise.

Section 1.02. Definitions. Except as may be specifically defined herein, all terms and phrases used herein shall have the meanings ascribed to them first as defined in Article VII, Chapter 39 of the City's Code of Ordinances (the "Code"), and if not defined therein, second, in Article I, Chapter 39 of the Code, and if not defined therein, third, in Section 1-2, Chapter 1 of the Code, as presently adopted or hereafter amended and all such definitions are hereby incorporated herein; in addition, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more specifically defined within other sections of this franchise. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

Article VII means Article VII of Chapter 39 of the City's Code of Ordinances.

Authorized Area means the incorporated area of the City and such additional areas as may be included in the corporate limits of the City during the term of this Franchise.

Director means the director of the City's Administration and Regulatory Affairs Department or his designee.

Effective Date is defined in **Section 8.14.**

Franchise means the *Commercial Solid Waste Hauling Franchise* ordinance described in Section 1.01 and includes the rights, obligations, and privileges granted to the Grantee hereof.

Grantee means Anderson Pollution Control, Inc., a Texas Corporation.

Gross Revenue means all revenues collected by the Grantee from the collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area.

Gross Revenue includes by way of illustration and not limitation all fees charged customers for any and all services provided by the Grantee related to its collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area, including all delivery charges, hauling charges, disposal charges, and daily rental charges.

Revenue of an affiliate derived from the Grantee's collection, hauling, or transport of solid waste or industrial waste from commercial properties located within the Authorized Area shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Grantee has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Grantee if such revenue is otherwise subject to Franchise Fees to be paid to the City. Gross Revenue does not include revenue that is not actually received, even if billed (e.g., bad debt).

Gross Revenues shall not include the franchise fees collected pursuant to this Franchise or any taxes or fees which are imposed on any customer by any governmental unit and collected by the Grantee for such governmental unit.

ARTICLE II.
GRANT OF AUTHORITY AND TERM

Section 2.01. Rights granted. The applicable terms of **Article VII,** as presently adopted or hereafter amended, are hereby incorporated in this Franchise. There is hereby granted to the Grantee, subject to the reasonable and timely compliance by the Grantee with the provisions contained herein, the non-exclusive right and franchise to use the public way specifically for the purpose of collecting, hauling, and transporting commercial solid waste and industrial waste from commercial properties located within the Authorized Area.

Section 2.02. Term. The rights granted hereunder shall be for a 10-year term beginning on the Effective Date.

Section 2.03. Specific limitations. This Franchise does not grant the Grantee the right to provide, directly or indirectly, any services not specifically authorized by the terms of this Franchise. This Franchise does not grant the Grantee any right to use the public way for the purpose of placing, locating, or maintaining containers for the collection of solid waste or industrial waste.

Section 2.04. Use of the public way by other persons.

a. Nothing in this Franchise shall ever be held or construed to confer upon the Grantee exclusive rights or privileges of any nature whatsoever. The City may permit other persons to, and the Grantee acknowledges that the City or other persons may, make use of its public ways for the purpose of collecting, hauling, and transporting solid waste or industrial waste from commercial properties located within the Authorized Area.

b. The authorization of use of the public ways by other parties as provided in the above shall not create any additional liability to the City as a result thereof.

Section 2.05. Additions to the authorized area by annexation or otherwise. The Authorized Area shall include the territory currently included within the boundaries of the City, plus any territory annexed by the City during the term of this Franchise. To the extent allowed by law, following an annexation, the Grantee is required to comply with all of the terms of this Franchise with regard to its operations in the annexed area, including without limitation: (i) applying for a franchise within 45 days after the effective date of the annexation; (ii) pursuing the franchise with diligence; and (iii) making payments related to the annexed area pursuant to **Article III** below as of the earlier of the first day of the month following 45 days after the date of the notice of the City's intent to annex, but not earlier than the effective date of the annexation.

ARTICLE III.
PAYMENTS TO CITY

Section 3.01. Amount and Time of Payment.

a. As compensation for the right, privilege, and franchise herein conferred, the Grantee shall pay to the City each year during the term of this Franchise a **Franchise Fee** equal to four percent (4%) of the Grantee's Gross Revenues for such year, or portion thereof. The Franchise Fee is payable to the City each calendar quarter in quarterly payments. The Grantee shall deliver payments to the Director by 12:01 p.m. on or before the 45th day following the close of the calendar quarter for which the quarterly payment is calculated. The initial quarterly payment shall cover the period beginning as of the Effective Date. Any necessary prorations shall be made. At the time such payments are delivered, the Grantee shall file with the Director a

sworn financial report itemizing the components of the Grantee's Gross Revenues during the payment period. This report shall incorporate a statement reflecting the market value of all "trade" revenue (revenues from exchanges or barter which do not involve monetary compensation). The Franchise Fee payable hereunder shall be exclusive of, and in addition to, all ad valorem taxes, special assessments for municipal improvements, and other lawful obligations of the Grantee to the City.

b. The Director shall, upon 15 days' advance notice, have the right to inspect those records of the Grantee the Director deems necessary to determine the Grantee's compliance with any term or condition of this Franchise. In the event the Director determines that the Grantee has not complied with any term or condition of this Franchise, the Director shall have the right to use those records in any manner necessary to resolve the Grantee's noncompliance. Without limitation, the Grantee shall keep comprehensive records relating to the computation of sums due to the City.

c. The Grantee shall pay a late penalty of twelve (12) percent per annum, compounded daily, on Franchise Fee payments, or portions thereof, that are paid subsequent to the payment dates specified in **Subsection a** above. If the City identifies, as a result of an audit under this section. amounts owed by the Grantee from prior periods, the Grantee shall pay, in addition to the amount owed, a late penalty of ten (10) percent per annum on the amount identified.

d. Acceptance of Payment. No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this Franchise or for the performance of any other obligation hereunder.

ARTICLE IV.
RECORDS

Section 4.01. Record keeping. In addition to other records or filings required hereunder or by law, the Grantee shall:

a. Maintain records of its solid waste or industrial waste collection, hauling, and transportation business. Such records shall include but are not limited to a complete listing of all accounts within the Authorized Area, identified by customer name, time periods served, rates charged, service address, telephone number, and account number.

b. File copies, upon the Director's request, of any reports made to federal and state authorities pertaining to the regulation of any solid waste or industrial waste collection, hauling, or transporting activity of the Grantee in the public way.

c. Retain all records necessary for the City to review compliance with this Franchise until the final resolution of a franchise audit and any resulting collection action commenced within two (2) years of the termination date specified in Section 2.02 of this Franchise. The

Grantee shall, at the Grantee's expense, make the records available to the Director for inspection or copying within the City during regular business hours upon ten business day's written notice.

d. Maintain records, accounts, and financial and operating reports in a manner that will allow the City to determine the Grantee's compliance with the terms of this Franchise.

The Director may require the keeping of additional records or accounts reasonably necessary to determine the Grantee's compliance with the terms of this Franchise.

Section 4.02. Confidential information.

a. The Director shall have the right to inspect Grantee's records, accounts and financial and operating information, including, but not limited to, customer lists, contracts and any other information clearly designated by the Grantee to be confidential or proprietary ("confidential information") to determine the Grantee's compliance with this commercial solid waste franchise. The Director will not reproduce any confidential information not specifically required for documentation of audit issues. In the event that the Director requests a copy of confidential information, the Grantee may redact the customer name, service and billing addresses (other than zip code) and telephone number from any copy of confidential information provided to the Director, provided, however, that the Grantee shall retain the unredacted original of the confidential information until notified by the Director of the close of the audit and shall provide the City with an unredacted copy of confidential information upon request of the Director in the event of an audit dispute. If the Grantee fails or is unable to provide an unredacted copy of confidential information to the Director during an audit dispute, any issue with regard to the unavailable information shall be resolved in favor of the City.

b. The Director shall not disclose any confidential information reproduced for documentation of audit issues unless the City has received a request to review or copy confidential information under the Texas Public Information Act or related law. Upon receipt of such request, the City shall notify the Grantee that a request to review or copy confidential information has been submitted to the City.

ARTICLE V.
RELEASE, INDEMNIFICATION AND INSURANCE

SECTION 5.01 THE GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, DIRECTORS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH:

(a) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; OR

(b) ANY ACTION OR FAILURE TO ACT BY THE GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY THE GRANTEE TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE; OR

(c) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY (INCLUDING WITHOUT LIMITATION, THE CITY'S CONCURRENT OR SOLE NEGLIGENCE) IN ANY WAY RELATING TO THE ISSUANCE OR ADMINISTRATION OF THIS FRANCHISE, INCLUDING WITHOUT LIMITATION, THE CITY'S RECEIPT OF INSURANCE POLICIES, ANY CITY APPROVALS OF ASSIGNMENTS AND ANY OTHER SIMILAR ACT OF THE CITY IN CONNECTION WITH FULFILLING ITS DUTIES OR ENABLING THE GRANTEE TO BENEFIT FROM THE RIGHTS ALLOWED UNDER THIS FRANCHISE.

THIS INDEMNITY CLAUSE SHALL APPLY TO THE GRANTEE WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT. AS TO ANY MATTERS ARISING UNDER THIS INDEMNITY PROVISION FOR WHICH THE GRANTEE HAS AGREED TO INDEMNIFY THE CITY. THE CITY RESERVES THE EXCLUSIVE RIGHT, BUT NOT THE DUTY, TO SELECT COUNSEL OF ITS CHOICE TO REPRESENT ITS INTERESTS AND THE GRANTEE SHALL INDEMNIFY THE CITY FOR THE REASONABLE AND NECESSARY ATTORNEY FEES OF SUCH COUNSEL.

GRANTEE'S LIABILITY UNDER THIS INDEMNITY CLAUSE IS SEPARATE FROM ITS DUTIES UNDER THE INSURANCE PROVISIONS OF THIS FRANCHISE AND

SHALL NOT EXCEED $1,000,000 PER OCCURRENCE, EXCLUSIVE OF COSTS OF DEFENDING THE CITY.

(d) The following procedures shall apply to indemnification under this ordinance:

(1) Notice of Claims. If the City or the Grantee receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

a. A description of the indemnification event in reasonable detail;
b. The basis on which indemnification may be due; and
c. The anticipated amount of indemnified loss;

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that the Grantee is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims. The Grantee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. The Grantee shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Grantee must advise the City as to whether or not it will defend the claim. If the Grantee does not assume the defense, the City shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

(3) Continued Participation. If the Grantee elects to defend the claim, the City may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Grantee may settle the claim without the consent or agreement of the City unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Grantee does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 5.02. Insurance.

a. Before the Effective Date of this Franchise, Grantee shall file with the City an insurance policy evidencing insurance coverage complying with the requirements contained in subsection (b) below or give proof that the Grantee he has qualified as a self-insurer, as the term is defined in the Texas Motor Vehicle Safety Responsibility Act (or any successor) as now in force or hereafter amended.

b. The insurance required in subsection (a) shall be in the form of commercial auto liability coverage in no less than the minimum coverage amounts specified in the Texas Motor Vehicle Safety Responsibility Act issued by a company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies. Proof of insurance coverage shall be maintained at all times and shall be accepted only in the authorized form that has been promulgated by the City and adopted by the Texas Automobile Insurance Plan Association.

c. The Grantee shall continuously and without interruption, maintain in force the required insurance coverage and limits set forth above as a material term of this Franchise. Failure to do so will be a default under this Franchise, allowing the City, at its option, to terminate this Franchise in accordance with the provisions of **Article VI**.

ARTICLE VI.
DEFAULT AND TERMINATION

Section 6.01. Defaults. The occurrence of any of the following shall be an event of default under this Franchise:

a. failure of the Grantee to comply with any material term, condition or provision (including but not limited to timely payment of all sums due hereunder) of this Franchise;

b. any false statement or misrepresentation as to a material fact in the Grantee's application for this Franchise;

c. the Grantee's loss of or failure to obtain all licenses, permits, and certification lawfully required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the Grantee's operations under this Franchise and pay all fees associated therewith; or

Section 6.02. Cure period. If the Grantee defaults under section 6.01 of this Franchise for a period of 30 days after the Grantee has been notified in writing by the City to cure the specific alleged violation or failure to comply, then the City may follow the procedures set forth herein to declare that all the Grantee's rights and privileges granted by this Franchise are terminated subject to City Council's ratifying ordinance; provided that if the Grantee is alleged to be in violation of any material provision of this Franchise other than the payment of any fee due hereunder and if the Grantee commences efforts to cure the alleged violation(s) within 30 days after receipt of written notice and thereafter prosecutes the curative efforts with reasonable diligence until the curative efforts are completed, then the alleged violation(s) shall not be deemed a default and the City will take no further action at that time.

Section 6.03. A. Termination. The City may terminate this Franchise for an uncured default after notice and opportunity to cure as provided in sections 6.01 and 6.02 herein.

Termination is final upon the effective date of City Council's adoption of a City ordinance ratifying the termination. The City's written notice of default and opportunity to cure under section 6.02 herein shall recite that the City Council may vote on an ordinance to terminate this Franchise upon the expiration of 30 days from the date of the notice and shall include the causes and reasons for termination. The Grantee shall be provided the opportunity to appear before the City Council prior to the City Council's consideration of an ordinance to terminate this Franchise. Notice of the time, date, and place when the Grantee may appear before the City Council shall comply with the Texas Open Meetings Law, Chapter 551 of the Texas Government Code. Upon any termination of this Franchise, all amounts owed by the Grantee to City shall immediately become due and payable and Grantee's obligation to pay such sums shall survive the termination of this Franchise.

B. City's Option to Maintain Franchise in Force. In the event of an uncured noticed default hereunder, the City, at its sole option and discretion and without waiving such uncured default, may determine to: (a) maintain this Franchise in full force and effect and file suit against Grantee; (b) or pursue such other remedies as may be available to the City at law or in equity.

SECTION 6.04. LIQUIDATED DAMAGES

A. THE GRANTEE EXPRESSLY AGREES THAT THE ACTUAL DAMAGES THAT MIGHT BE SUSTAINED BY THE CITY BY REASON OF THE GRANTEE'S VIOLATION OF THIS COMMERCIAL SOLID WASTE HAULING FRANCHISE ARE UNCERTAIN AND WOULD BE DIFFICULT TO ASCERTAIN, AND THAT PAYMENT SPECIFIED HEREIN REPRESENTS REASONABLE LIQUIDATED DAMAGES TO THE CITY FOR THE VIOLATION. IN ADDITION TO ANY OTHER REMEDIES OTHERWISE AVAILABLE TO THE CITY FOR VIOLATIONS OF THIS FRANCHISE, THE CITY MAY CHARGE TO AND COLLECT FROM GRANTEE THE FOLLOWING LIQUIDATED DAMAGES:

1. FOR FAILURE TO PROVIDE DATA, DOCUMENTS, REPORTS OR INFORMATION OR TO COOPERATE WITH THE CITY DURING AN AUDIT PURSUANT TO SECTION 3.01 ABOVE, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

2. FOR FAILURE OF THE GRANTEE TO COMPLY WITH THE PAYMENT PROVISIONS OF THIS FRANCHISE, THE CITY'S DAMAGES SHALL BE $200.00 PER DAY.

3. FOR FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS FRANCHISE FOR WHICH A PENALTY IS NOT OTHERWISE SPECIFICALLY PROVIDED, THE CITY'S DAMAGES SHALL BE $100.00 PER DAY.

B. THE DIRECTOR MAY IMPOSE LIQUIDATED DAMAGES HEREUNDER UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE GRANTEE, IF

AT THE EXPIRATION OF THE THIRTIETH DAY THE GRANTEE HAS FAILED TO EITHER REMEDY THE VIOLATION OR MAKE ARRANGEMENTS TO DO SO WITH THE APPROVAL OF THE DIRECTOR.

C. ANY PAYMENTS TO THE CITY UNDER THIS SECTION SHALL NOT BE CONSIDERED FRANCHISE FEES NOR SHALL THE PAYMENTS BE OFFSET AGAINST THE PAYMENTS REQUIRED PURSUANT TO SECTION 3.01. ABOVE.

ARTICLE VII.
TRANSFER OF AUTHORITY

Section 7.01. Prohibition. The rights, privileges, and franchise granted hereunder may not be assigned, in whole or in part, without the prior consent of the City expressed by resolution or ordinance, and then only under the conditions that may therein be prescribed, except as otherwise provided in **Section 7.04**. No assignment in law or otherwise shall be effective until the assignee has filed with the Director an instrument, duly executed, reciting the fact of the assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Franchise for the purposes of this Article.

Section 7.02. Process. Upon receipt of a request for consent to an assignment, the Director shall diligently investigate the request in a timely manner and place the request on the City Council agenda at the earliest practicable time. The City Council shall proceed to act on the request within a reasonable period of time. An assignment of this Franchise, other than under section 7.04 of this Franchise, is effective as to this Franchise on the effective date of the Ordinance by which City Council grants its consent to the assignment.

Section 7.03. Scope of review. In reviewing a request for assignment, the City may inquire into the legal, technical and financial qualifications of the prospective assignee, and the Grantee shall assist the City in so inquiring. The City may condition any assignment upon the terms and conditions it deems reasonably necessary, provided its approval and any terms and conditions so imposed shall be related to the legal, technical, and financial qualifications of the prospective assignee as well as the Grantee's compliance with the terms hereof.

Section 7.04. Assignments not requiring approval. Notwithstanding anything to the contrary contained in this Article, the prior approval of the City shall not be required for any assignment to any entity controlling, controlled by, or under common control with the Grantee, as long as the entity has expertise in the operation of a business for the collection, hauling, and transporting of solid waste and/or industrial waste. The Grantee shall give to the Director written notice of the effective date of any assignment made pursuant to this Section accompanied by documentation demonstrating the assignee's financial resources.

Section 7.05. Release. Upon receiving the City's consent to an assignment, or, in the event of an assignment qualifying under **Section 7.04**, upon giving notice under **Section 7.04**,

the Grantee shall be relieved of all conditions, obligations, and liabilities arising under this Franchise from and after the effective date of the assignment. Provided however, Grantee shall never be relieved of its obligation to pay any past due sums owing or to perform any unperformed obligations arising under this Franchise prior to the effective date of the assignment.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Notice.

a. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (if by personal delivery) or, on the third business day (Monday–Friday) following deposit in a United States Postal Service post office or receptacle with proper postage affixed and sent by certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at another address that the receiving party may have theretofore designated by notice to the sending party.

Notice to the City or Director shall be addressed as follows:

Director Administration and Regulatory Affairs Department City of Houston 611 Walker, 13th Floor Houston, Texas 77002 Fax Number: 713-837-0631	***and to***	City Attorney City of Houston Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex Fourth Floor 900 Bagby, Houston, Texas 77002 Fax Number: 832.393.6259

Notice to the Grantee shall be addressed as followed:

Davian Ploger, Director
Anderson Pollution Control, Inc.
1011 W. Lewis
Conroe, TX 77301
Facsimile Number: 713-947-3802

b. If a facsimile number is specified above, notice may also be given by facsimile transmission if receipt is proven by a facsimile confirmation statement. Facsimile notice shall be deemed received (if documented by confirmation) on the date received if receipt is before 5:00 p.m. on a business day (Monday-Friday). If the time of receipt is after 5:00 p.m., the notice shall be deemed received on the next calendar business day.

Section 8.02. Force Majeure. Other than the Grantee's failure to pay amounts due and payable under this Franchise, the Grantee shall not be in default or be subject to sanction under

any provision of this Franchise when its performance is prevented by Force Majeure. Force Majeure means an event caused by strike or other labor problem; embargo; epidemic; act of God; fire; flood; adverse weather conditions, or other major environmental disturbance; act of military authority; war or civil disorder. Provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of the Grantee. Performance is not excused under this section following the end of the applicable event of Force Majeure.

Section 8.03. Controlling laws. This Franchise and the authority granted herein are subject to the applicable provisions of the Constitution and laws of the United States and of the State of Texas, the Charter of the City, Article VI and the provisions of general applicability of the Code of Ordinances, City of Houston. All obligations of the parties hereunder are performable in Harris County, Texas. In the event that any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought in the Texas State District Courts of Harris County, Texas.

Section 8.04. Cumulative effect. This Franchise shall be cumulative of all provisions of the Code of Ordinances, City of Houston, as amended, except in those instances where the provisions of this Franchise are in direct conflict with the provisions of the Code of Ordinances, in which instances the provisions of this Franchise shall supersede the conflicting provisions of the Code as they apply to the City.

Section 8.05. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Franchise are severable, and, if any phrase, clause, sentence, paragraph or section of this Franchise shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, the voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Franchise because the same would have been enacted by the City Council without the incorporation herein of any void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

Section 8.06. Entire agreement. This Franchise merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous with the execution hereof.

Section 8.07. Captions. Captions contained in this Franchise are for reference purposes only, and therefore will be given no effect in construing this Franchise and are not restrictive of the subject matter of any section of this Franchise. Any reference to gender shall include the masculine, feminine and neutral.

Section 8.08. Acceptance and approval; consent. An approval by the Director, or any other instrumentality of the City, of any part of the Grantee's performance shall not be construed to waive compliance with this Franchise or to establish a standard of performance other than required by this Franchise or by law. Where this Franchise contains a provision that either party

approve or consent to any action of the other party, the approval or consent shall not be unreasonably withheld or delayed.

Section 8.09. Non-waiver. Failure of either party hereto to insist on the strict performance of any of the terms and conditions hereof or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy accruing as a result of any future default or failure of performance. Waiver of the City's rights hereunder may only be effected by a written instrument signed by the Director or Grantee, and approved by City Council.

Section 8.10. Written amendment. This Franchise may be amended only by an ordinance duly adopted by the City Council.

Section 8.11. Publication. The City Secretary is hereby directed to publish notice of this Franchise in compliance with Article II, Section 18 of the Charter of the City of Houston, Texas. The Grantee shall pay all costs of publication of notice of this Franchise.

Section 8.12. Acceptance. No Franchise shall be read and voted on by City Council unless the Grantee has previously accepted and agreed in writing to the Franchise.

Section 8.13. Representations and warranties. In addition to the representations, warranties, and covenants of the Grantee to the City set forth elsewhere herein, the Grantee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the City) that, as of the Effective Date and throughout the term of this Franchise:

a. Organization, standing and power. The Grantee is a Texas Corporation, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized to do business in the State of Texas and in the City. The Grantee has all requisite power and authority to own or lease its properties and assets, to conduct its businesses as currently conducted and to execute, deliver and perform this Franchise and all other agreements entered into or delivered in connection with or as contemplated hereby.

b. Compliance with law. The Grantee is, to the best of its knowledge and belief, in compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the business of collecting, hauling and transporting solid waste or industrial waste and has obtained all government licenses, permits, and authorizations necessary for the provision of these services.

c. Full disclosure. Without limiting the specific language of any other representation and warranty herein, all information furnished by the Grantee to the City in connection with this Franchise by authorized officers of the Grantee, is, to the best of the Grantee's knowledge and

belief, accurate and complete in all material respects on the date of passage of this Franchise, and includes all material facts required to be stated therein and does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements therein not misleading. There is no fact known to the Grantee, to the best of its knowledge, which materially and adversely affects or in the future could reasonably be expected to materially and adversely affect the business, operations, properties, assets or financial condition of the Grantee which has not been set forth in this Franchise or the other documents, certificates, and instruments delivered to the City by or on behalf of the Grantee specifically for use in connection with the transactions contemplated by this Franchise.

d. Truthful statements. The Grantee warrants, to the best of its knowledge and belief, that information provided and statements made in its application for this Franchise were true and correct when made and are true and correct upon execution of acceptance hereof.

e. Survival of representations and warranties. All representations and warranties contained in this Franchise shall survive the term of this Franchise.

Section 8.14. Effective Date. This Franchise, having been published as required in Article II, Section 18 of the Charter of the City of Houston, shall become effective on the 31st day following its final passage by the City Council and approval by the Mayor.

ACCEPTED AND AGREED TO ON BEHALF OF:

ANDERSON POLLUTION CONTROL
(Name of Grantee)

INC. TEXAS
(Legal Identity and State of Formation)

By: Dawan M. Blog
(Signature of Officer or Authorized Person)

Title: President/COO
(Capacity of Signer)

Dated this 20th **day of** November, **2013.**

PASSED first reading this ___ day of _____, 2014.

PASSED second reading this ___ day of _____, 2014.

PASSED third reading this ___ day of _____, 2014.

APPROVED this ___ day of_____, 2014.

_____
Mayor of the City of Houston

Prepared by Legal Dept: _____
YSC/nj 9/19/14 Sr. Assistant City Attorney
Requested by: Tina Paez, Director, Administration and Regulatory Affairs Department
L.D. File No. 0371400151001

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/19/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Ching Lo - 3rd

Agenda Item#: 31.

Summary:
ORDINANCE No. 2014-0886, passed second reading October 8, 2014
ORDINANCE granting to **CHING LO dba A. URANUS SERVICE**, **A Texas Sole Proprietorship**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Source of Funding:
Other (Specify)

n/a

Contact Information:

Lara Cottingham Phone: (832) 393-8503
Juan Olguin Phone: (832) 393- 8528

ATTACHMENTS:

	Description	Type
	9.19.2014 ARA Solid Waste Franchise RCA	Signed Cover sheet
	9.17.2014 Solid Waste Franchise Captions	Backup Material
	Ching Lo DBA A. Uranus Service Ord.	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/19/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Juan Olguin **Phone:** (832) 393- 8528	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: [ ] **General Fund** [ ] **Grant Fund** [ ] **Enterprise Fund** [ ] **Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/19/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Progressive Waste - 3rd

Agenda Item#: 32.

Summary:
ORDINANCE No. 2014-0887, passed second reading October 8, 2014
ORDINANCE granting to **PROGRESSIVE WASTE SOLUTIONS OF TX, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Source of Funding:
Other (Specify)

n/a

Contact Information:

Lara Cottingham Phone: (832) 393-8503
Juan Olguin Phone: (832) 393- 8528

ATTACHMENTS:

	Description	Type
	9.19.2014 ARA Solid Waste Franchise RCA	Signed Cover sheet
	9.17.2014 Solid Waste Franchise Captions	Backup Material
	Progressive Waste Solutions of TX, Inc. Ord.	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/19/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Juan Olguin **Phone:** (832) 393- 8528	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: [ ] **General Fund** [ ] **Grant Fund** [ ] **Enterprise Fund** [ ] **Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District B, ALL

Item Creation Date: 9/19/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Arrow Services - 3rd

Agenda Item#: 33.

Summary:
ORDINANCE No. 2014-0888, passed second reading October 8, 2014
ORDINANCE granting to **ARROW SERVICES 123, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Source of Funding:
Other (Specify)

n/a

Contact Information:

Lara Cottingham Phone: (832) 393-8503
Juan Olguin Phone: (832) 393- 8528

ATTACHMENTS:

	Description	Type
	9.19.2014 ARA Solid Waste Franchise RCA	Signed Cover sheet
	9.17.2014 Solid Waste Franchise Captions	Backup Material
	Arrow Services 123, Inc. Ord.	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/19/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Juan Olguin **Phone:** (832) 393- 8528	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: [ ] **General Fund** [ ] **Grant Fund** [ ] **Enterprise Fund** [ ] **Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/19/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Miggins Interests - 3rd

Agenda Item#: 34.

Summary:
ORDINANCE No. 2014-0889, passed second reading October 8, 2014
ORDINANCE granting to **MIGGINS INTERESTS, LLC dba HYDRO TECH UTILITIES, A Texas Limited Liability Company**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Source of Funding:
Other (Specify)

n/a

Contact Information:

Lara Cottingham Phone: (832) 393-8503
Juan Olguin Phone: (832) 393- 8528

ATTACHMENTS:

	Description	Type
	9.19.2014 ARA Solid Waste Franchise RCA	Signed Cover sheet
	9.17.2014 Solid Waste Franchise Captions	Backup Material
	Miggins Interests, LLC DBA Hydro Tech Utilities Ord.	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/19/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Juan Olguin **Phone:** (832) 393- 8528	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: [ ] **General Fund** [ ] **Grant Fund** [ ] **Enterprise Fund** [ ] **Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
ALL

Item Creation Date: 9/19/2014

ARA-Ordinances granting Commercial Solid Waste Operator Franchises - Mouser Container - 3rd

Agenda Item#: 35.

Summary:
ORDINANCE No. 2014-0890, passed second reading October 8, 2014
ORDINANCE granting to **MOUSER CONTAINER SERVICE, INC**, **A Texas Corporation**, the right, privilege and franchise to collect, haul and transport solid waste and industrial waste from commercial properties located within the City of Houston, Texas, pursuant to Chapter 39, Code of Ordinances, Houston, Texas; providing for related terms and conditions
THIRD AND FINAL READING

Background:
The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

Amount of Funding:
n/a

Source of Funding:
Other (Specify)

n/a

Contact Information:

Lara Cottingham Phone: (832) 393-8503
Juan Olguin Phone: (832) 393- 8528

ATTACHMENTS:

	Description	Type
	9.19.2014 ARA Solid Waste Franchise RCA	Signed Cover sheet
	9.17.2014 Solid Waste Franchise Captions	Backup Material
	Mouser Container Service, Inc.	Ordinance/Resolution/Motion

REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary **RCA #**

SUBJECT: Ordinances granting Commercial Solid Waste Operator Franchises	**Category #**	**Page 1 of 1**	**Agenda Item#**
FROM: (Department or other point of origin): Tina Paez, Director Administration & Regulatory Affairs	**Origination Date** 9/19/2014		**Agenda Date**
DIRECTOR'S SIGNATURE:	**Council Districts affected:** ALL		
For additional information contact: Lara Cottingham **Phone:** (832) 393- 8503 Juan Olguin **Phone:** (832) 393- 8528	**Date and identification of prior authorizing Council Action:**		

RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchise

Amount of Funding: N/A	**FIN Budget:**

SOURCE OF FUNDING: [ ] **General Fund** [ ] **Grant Fund** [ ] **Enterprise Fund** [ ] **Other (Specify)** **N/A**

SPECIFIC EXPLANATION:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council approve ordinances granting Commercial Solid Waste Operator Franchise to the following solid waste operators pursuant to Article VI, Chapter 39 of the City Code of Ordinances.

The proposed Franchises are:

1. Ching Lo DBA A. Uranus Service
2. Progressive Waste Solutions of TX, Inc.
3. Arrow Services 123, Inc.
4. Miggins Interests, LLC DBA Hydro Tech Utilities
5. Mouser Container Service, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to four percent of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the Franchise, the Franchisee company has the duty to maintain required customer records, which the City has the right to inspect during regular business hours. The Franchise agreement contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed Franchise term is 10 years from the effective date.

REQUIRED AUTHORIZATION

Finance Director:

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014

Item Creation Date: 9/19/2014

MYR ~ 2014 Houston FIRST Corp. Council Nominations

Agenda Item#: 36.

Summary:
SELECT and confirm the appointment of either **GERALD WOMACK** or **DIANA UNTERMEYER** to Position B13 of the **HOUSTON FIRST CORPORATION BOARD OF DIRECTORS**, for a two year term ending December 31, 2015

Background:
Motion to set a date not less than seven (7) days from October 1, 2014, to receive nominations for Position B13 for the Houston First Corporation Board of Directors for a two-year term ending December 31, 2015.

JC/jsk

cc: Ms. Marta Crinejo, Agenda Director

ATTACHMENTS:

Description	Type
MYR ~ 2014 Houston FIRST Corp. Council Nominations	Signed Cover sheet
Motion 2014 0896	Signed Cover sheet

MOTION NO. 2014 0896

MOTION by Council Member Bradford that an item be placed on the Agenda of October 8, 2014 to receive nominations for Position B13 for the Houston First Corporation Board of Directors, for a two year term ending December 31, 2015.

Seconded by Council Member Costello and carried.

Mayor Pro Tem Gonzalez, Council Members Stardig, Davis, Cohen, Boykins, Nguyen, Pennington, Gallegos, Laster, Green, Costello, Kubosh, Bradford and voting aye
Nays none

Mayor Parker, Council Members Martin and Christie out of the City on City business

Council Member Robinson absent on City business

Mayor Pro Tem Gonzalez presiding

PASSED AND ADOPTED this 1st day of October 2014.

Pursuant to Article VI, Section 6 of the City Charter, the effective date of the foregoing motion is October 7, 2014.

City Secretary

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014

MYR - Review on the Record - Eid Car Care

Agenda Item#: 37.

Summary:
REVIEW on the record and make determination relative to the appeal from the decision of the Automotive Board, filed by Paul Kubosh and Associates, Attorney at Law, on behalf of Eid's Car Care, 9650 South Kirkwood Drive,77099, regarding the revocation of license
TAGGED BY COUNCIL MEMBERS NGUYEN and PENNINGTON
This was Item 43 on Agenda of October 8, 2014

Contact Information:
Tracy Calabrese, Sr. Assistant City Attorney
832.393.6448

ATTACHMENTS:

Description	Type
Legal Correspondence	Backup Material
Transcript - April hearing	Signed Cover sheet
Transcript - July hearing	Backup Material
Exhibits A-J	Backup Material
Inspection summary 053112-070814	Backup Material
Board Judgement Letter	Backup Material
July hearing minutes	Backup Material
Eid Car Care Response document	Backup Material

CITY OF HOUSTON

Legal Department

Interoffice

Correspondence

To: Anna Russell
City Secretary

From: Tracy B. Calabrese TBC
Section Chief
General Counsel Section

Date: September 10, 2014

Subject: Automotive Board Appeal - Craig Stewart for Eid's Car Care

By the attached correspondence, you have requested the Legal Department to advise whether the appeal of the revocation of Eid's Car Care facility license has been timely filed and therefore may be granted. The Legal Department received your request on September 9, 2014. The appeal is timely filed and may be granted.

Pursuant to § 8-57(b) of the City Code of Ordinances, an appeal from a decision of the Automotive Board to the City Council may be perfected by filing a written request in the Office of the City Secretary within 10 days after the action of the Board suspending the license. The notice of appeal states that the license was revoked on Tuesday, July 8, 2014. The notice of appeal was filed with the City Secretary on July 18, 2014. Therefore, the appeal is timely and may be granted.

Please also advise Lt. Hitzman, Houston Police Department, Secretary to the Automotive Board (832)394-4800, so that any exhibits or other written portions of the record in the possession of the Automotive Board may also be submitted to you for distribution to the City Council.

If you have any questions concerning this memorandum, please advise.

cc: Lt. Hitzman, HPD



CITY OF HOUSTON AUTOMOTIVE BOARD HEARING

IN RE: AUTOMOTIVE REPAIR FACILITY

REPAIR LICENSE #101835

FOR EID CAR CARE

LOCATED AT 9650 S. KIRKWOOD DRIVE, A-1

April 8, 2014

9:41 a.m. to 10:55 a.m.

1002 Washington Avenue, Basement Level

Houston, Texas 77002

Board Members Present:

Ken Ulmer, Chairman

Timothy Straney

Owen Wang

Mazen Allaham

Erma Palmer

Shelly Richardson



NMA
ORIGINAL

CHAIRMAN ULMER: Elias Eid. If you'd step on up, any witnesses that you have. Just have a seat right there. Right here.

MR. ELIAS: Right here?

CHAIRMAN ULMER: Yeah, the table. Do you have any witness or anything today?

MR. ELIAS: I have my lawyer. He's not here.

CHAIRMAN ULMER: Okay. Your lawyer's not here?

MR. ELIAS: No.

SGT. GRIFFIN: Do you want to step out and call him?

CHAIRMAN ULMER: Yeah.

SGT. GRIFFIN: It might be a good idea.

CHAIRMAN ULMER: Yeah, if your attorney's not here, you probably want to do that.

[Recess]

CHAIRMAN ULMER: So let's -- a little bit of change of pace here. Let's move back to No. 1, Mr. Elias Eid. Your attorney is here now, correct?

MR. STEWART: Yes.

CHAIRMAN ULMER: Okay. You guys come on up and sit at the podium there. All right. We'll go ahead and swear in the --

SGT. GRIFFIN: Everyone who's going to testify, would you please raise your right hand?

[The witnesses were sworn by Sgt. Griffin]

CHAIRMAN ULMER: All right, sir.

SGT. GRIFFIN: This is a business revocation hearing that was brought by Officer Larry Vaughn, and so Officer Vaughn will outline the case and all the evidence that goes with it.

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: Mr. Elias is being brought before the Automotive Board to suspend his automotive repair facility license for the following violations: The fence requirement violations, parts on the ground violations, inaccurate repair order/records violations --

MR. ALLAHAM: I'm sorry, could you speak a little louder?

OFFICER VAUGHN: Okay. Fence requirements violations, the parts on the ground violations, inaccurate repair orders/work order violations/records and high weeds violations. Does everybody have a copy of this?

CHAIRMAN ULMER: Yes, we do.

OFFICER VAUGHN: Okay. The Exhibits A to J show the notice of violation, notice to appear, rights of appeal, copy of the automotive repair facility application, deed restrictions, certificate of

occupancy, d/b/a, his ARF license.

And H shows inspections that were done at his business from May 12th to yesterday, April 14th. 4-14, I'm sorry.

And I shows the photos were taken at the business on those particular dates, 12-5-13, 1-14-14 and 4-7-14.

And J, supervisor, Sergeant Clark, did a follow-up after one of the inspections in February 8, 2014.

CHAIRMAN ULMER: How many actual inspections have taken place?

OFFICER VAUGHN: Including the one yesterday before the board, I think eight.

CHAIRMAN ULMER: Eight inspections?

MR. ALLAHAM: We have like four of them, right?

OFFICER SHANNON: Three were taken in 2012.

CHAIRMAN ULMER: Okay. So --

OFFICER SHANNON: Uh-huh. Three were taken in '13.

CHAIRMAN ULMER: If you will look at the printout --

OFFICER SHANNON: Exhibit H. All the inspections are under Exhibit H.

MR. ALLAHAM: Exhibit H?

OFFICER SHANNON: Yes, along with the notice.

OFFICER VAUGHN: The inspections, the contact plus after, the citations -- copies of the citations that were issued, they're all in Exhibit H.

MR. ALLAHAM: Exhibit H, this one?

OFFICER SHANNON: Yes, everything behind that.

CHAIRMAN ULMER: Is this at a strip center, strip type center?

OFFICER VAUGHN: Yes, sir.

MR. ALLAHAM: It seems like it's not improving. It's kind of falling behind as we go, correct?

OFFICER VAUGHN: On yesterday, when I went out for the inspection, he had made some improvements, but the big problem is he has a space that is clearly not adequate for his business. He has cars that are taking over the strip center, basically.

MR. ALLAHAM: As I'm looking here, 10-16 and 2013 you have only checked three violations.

OFFICER VAUGHN: Yes, sir.

MR. ALLAHAM: We go to the one after that, you checked five. And then you go to the one after that, you checked one, two, three, four, five, six, seven, eight, nine.

OFFICER VAUGHN: That's correct, at that time before he was basically told he was going to come before the board is when he --

MR. ALLAHAM: And then the last --

OFFICER VAUGHN: -- started to do some of the cleanup.

MR. ALLAHAM: The last one you did one, two, three, four, five, six, seven. So --

OFFICER VAUGHN: Not great improvement, but some improvement.

MR. ALLAHAM: Some improvement over the previous time but not over the first time?

OFFICER VAUGHN: Correct.

MR. ALLAHAM: Nine violations. I don't call that improvement.

CHAIRMAN ULMER: All right. Is that your case?

OFFICER VAUGHN: I'm sorry?

CHAIRMAN ULMER: Does that conclude your case, everything you're presenting?

OFFICER VAUGHN: Yes, sir.

CHAIRMAN ULMER: Okay. So Mr. Elias --

MR. ELIAS: Yes.

CHAIRMAN ULMER: -- or Elias?

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: Elias?

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: Okay. This is your opportunity to address the case that's been presented. You heard

the case that's been presented today. Do you have anything that you would like to enter into evidence for today?

MR. STEWART: We do. My name is Craig Stewart, and I'm representing Mr. Elias. As some of y'all know -- I've met a lot of you before, I was here previously -- I work for Paul Kubosh's office.

I'm going to distribute some binders to those of y'all who are here, the committee members, if I may. I'll hang on to one for myself so we can all look together.

The first thing I'd like to say is these are the first time -- this is the first time that I've seen any of these pictures that are in these exhibits here. There were a series, I guess, of tickets written to Mr. Elias, all of which were dismissed, you know, 15 violations, I guess, 15 dismissals regarding this. So it would have been nice if -- you know, honestly, if this would have been presented a lot earlier, a year ago, two years ago, whenever these initial violations were happening.

It's difficult to defend what happened a year or two or three years ago, I guess, you know, when, you know, we're called before the board just now.

When we look at the listed violations that are

causing the hearing, and those are on page 1 there of your binders there. There are five violations, basically, that have been cited as to why this hearing has been called.

The first being the fencing wall requirement under 8-30(d) of the City of Houston Municipal Ordinances.

Second, parts being six inches above the ground, which is section 8-30(i)(2).

Third, grass 9 inches above the ground, which is section 8-30(j).

And section 8-30(l), which is that it requires all requirements of the, pardon me, Fire Code and the health and safety issues.

And, finally, that he has to maintain a proper register of repairs.

Now, if you'll look, every photo in this binder, save for the first one here, which is kind of an overhead shot, is taken yesterday. So I think it's a more accurate depiction of what's going on out there at his shop.

And you don't see any trash, you don't see any rubbish, you don't see, you know, this pile of mess and weeds and whatever this is, you know, besides these cars.

I mean this is not a depiction of the way Mr. Eid's shop looks. It's just not. I've been out there. I took the pictures.

CHAIRMAN ULMER: So let me ask you this. Are you saying that these photos are inaccurate then, that it didn't look like this at this particular time, or you're just saying it's been cleaned up now?

MR. STEWART: I can't speak to that.

CHAIRMAN ULMER: Okay.

MR. STEWART: All right? Mr. Eid can address that and some of the other people --

MR. ALLAHAM: You're saying we should ignore the pictures of the police department inspectors actually and from now on start sending attorneys to do this?

MR. STEWART: No, certainly not, but I think that, you know, if there are these kind of issues, it would have been nice to have seen this and dealt with this two years ago, I guess, when it became a problem. You know, I wish that --

MR. ALLAHAM: I'm sorry, I don't understand. What do you mean by that?

MR. STEWART: Well, by this I know that Mr. Eid has expressed to me, and I'll let him speak to this more, but I think he's been a little frustrated at the process as it's gone on, because he doesn't understand,

you know, how to correct things and what exactly needs to be corrected and how to go about fixing any deficiencies that are there.

CHAIRMAN ULMER: Well, as an attorney, I would think that you would advise him to read City ordinance, and it's pretty easy to figure that out.

MR. STEWART: Sure, and --

CHAIRMAN ULMER: As well, he's had a police officer out there who has given him an inspection report. Has he not received an inspection report every time one of these inspections were done?

MR. STEWART: Right, but let's look at what's on an inspection report. I've --

CHAIRMAN ULMER: Okay.

MR. STEWART: -- got a copy of one here. And on the inspection report it will say -- and this is the extent of what it will say -- failure to construct or maintain a solid fence.

CHAIRMAN ULMER: Okay.

MR. STEWART: That's not clear to a normal person, you know, how to fix that, right?

CHAIRMAN ULMER: Well, hold on, let's actually get to that inspection report. Do you notice out there to the side of it it actually states a specific section where you find that?

MR. STEWART: Sure.

CHAIRMAN ULMER: So it would be pretty obvious to me when I look at that and go hey, maybe I should go read 8-51 and see what that says.

MR. STEWART: Maybe.

CHAIRMAN ULMER: Right?

MR. STEWART: I agree.

CHAIRMAN ULMER: Wouldn't you think that? I mean --

MR. STEWART: Yes.

CHAIRMAN ULMER: That's the reason I actually like these inspection reports. I think they're very thorough.

MR. STEWART: I just wish there was a little bit more detail with regards -- like I like the notes that are on the bottom --

CHAIRMAN ULMER: I think we're --

MR. STEWART: -- of the one that was --

CHAIRMAN ULMER: -- spending a whole lot of time talking about why this case hasn't been brought before the board earlier, --

MR. STEWART: Uh-huh.

CHAIRMAN ULMER: -- when, in reality, auto dealers is doing their due diligence in following up with someone and trying to give them an opportunity to

repair the problems.

MR. STEWART: Sure.

CHAIRMAN ULMER: And they're not saying -- the board has frowned in the past on people who were brought to the board too quickly before they had an opportunity to --

MR. STEWART: Right.

CHAIRMAN ULMER: -- fix some of their problems. So I think it's an actual advantage for the business, for the automotive -- for the auto dealers detail to follow through with them in an attempt to get them back on track.

I really think it's exactly the opposite of the way that you're portraying it, in that they've given him an inspection report that refers to the actual City ordinance. I mean I think you're given a whole lot of information.

MR. STEWART: Okay. Well, as of yesterday, when the inspector was out there, when Officer Vaughn was out there, he commended Mr. Eid for the improvement that he had seen in certain aspects. He commended him on -- it's written here on the report, there's improvement on work orders of vehicles.

You know, he's said that there's a lot of improvement. You don't see the rubbish issues anymore.

You don't see the Fire Code issues anymore.

And I'm going to let Mr. Eid speak a little bit about the status of his business and how things have improved. It's not a downward trend that we're looking at here. What we're looking at is he's addressed the crux of the issues here, the main issues. I mean he's not going to run a bad business. And I'm going to let him talk a little bit about that.

Mr. Eid.

CHAIRMAN ULMER: Okay.

MR. ELIAS: My place is inside the shopping center, and behind my shopping center is you have the fence. And I park the car. In the front in a church, the church let me park a car over there while I'm building my own new shop.

And all the trash, you have a meat market behind me, and you have a restaurant behind me. The floor all full of trash, meat and bones in the trash, and you give me all this kind of violation for it, and I say this is not my things. This is not my cat. This is not my trash. This is not my things. I do my best to clean it up.

I go to a car. This officer come in around 1 o'clock always. I'm too busy, and I have a car. I order parts on a car. I put it in the front of the car.

I'm working on the car and take off of old parts, put it next to the car. After I finish it, I picked it up, I put it inside the basket inside the shop, inside the basket. Every week a junk yard come and pick it up. And this is what I do. You know, he give me a violation for all these kind of things.

He give me a violation for oil tank is not six inch above ground. I'm look at it, and I call people, is this six inch? Tell me no, it's eight inch. Why I have a pallet and four-by-four and an oil tank inside the cage.

I have big barrel. Officer Shannon come in before him, and she tell me I need you put pan under oil barrel. And I did buy one, and I put it in. And after I put it in, you know, all of the trash and all this, there's oil and paper and all this inside it. It's no oil. It's no oil inside. It's only oil filter dry.

You know, they tell me no, I need it off of the ground six inches. What I did, I take off of pallet, I trash it, I put the pallet with six inches. It's done.

CHAIRMAN ULMER: Do you have any photos here of the things that you're talking about or --

MR. ELIAS: Yes, sir, I do have photo here with me here, too.

CHAIRMAN ULMER: Okay. Would you pass those out

to the board? I noticed in here I don't have any photos -- I've got some outside photos.

MR. ALLAHAM: Here's the oil pan and it's sitting on a four-by-four, and --

CHAIRMAN ULMER: Yeah.

MR. ALLAHAM: -- a four-by-four is not a six-inch height.

CHAIRMAN ULMER: Right. Those are the same thing.

OFFICER VAUGHN: Yeah, and I don't think he was written for six inches for a barrel. He was written for diking or for something else from six inches, like --

CHAIRMAN ULMER: Yeah, the actual --

OFFICER VAUGHN: -- batteries on the ground and parts on the ground.

CHAIRMAN ULMER: The actual 55-gallon drum is sitting on the ground.

OFFICER VAUGHN: Yes, in the photo.

MR. ELIAS: The drum is in the ground but inside the oil pan. Officer Shannon, --

CHAIRMAN ULMER: Not in this photo it's not.

MR. ELIAS: -- she look --

CHAIRMAN ULMER: You have the photo in your packet.

MR. ELIAS: Which is the one? I don't see it too

good.

MR. STEWART: What page is that?

CHAIRMAN ULMER: This is the first -- you have it in your packet, as well.

MR. STEWART: I think this is what he's --

MR. ELIAS: Yeah, this one here? Okay.

CHAIRMAN ULMER: Hold it up. Let me see.

MR. ELIAS: This is a long time ago. I have it in the basket, all the junk.

CHAIRMAN ULMER: Okay.

MR. ELIAS: And the pan in the floor.

CHAIRMAN ULMER: Well, do you have some photos of it now?

MR. ELIAS: And Officer Shannon, she tell me put pan. And I did put pan.

CHAIRMAN ULMER: Okay.

MR. ELIAS: Even she gave me two violations.

CHAIRMAN ULMER: Well, do you have some photos of now?

MR. STEWART: Yes.

MR. ELIAS: Yes, sir, I do. I have a few.

OFFICER VAUGHN: I actually have some photos, as well, that --

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: From yesterday.

CHAIRMAN ULMER: Okay.

MR. STEWART: We'd like to see the officer's photos, if that's okay. I'm looking for the relevant photos.

OFFICER SHANNON: They're in the -- in the packet.

OFFICER VAUGHN: Well, no, no, no, I actually took new ones yesterday. Like his attorney said, he has some photos. His photos and my photos are clearly not the same.

CHAIRMAN ULMER: Okay.

MS. CALABRESE: Do you have a copy for the attorney?

MR. STEWART: I don't see one --

OFFICER VAUGHN: Yeah, I mean he can --

MR. STEWART: -- that's clear --

OFFICER VAUGHN: He can --

MR. STEWART: -- of the oil area. I've got more photos that I didn't print out that I took yesterday.

CHAIRMAN ULMER: Well, why don't -- why don't you take a look first at the officer's photos as of yesterday.

MR. STEWART: Okay.

CHAIRMAN ULMER: And then we will, as well, begin to pass around Mr. Elias's photos.

MR. STEWART: Sure.

MR. ELIAS: Yeah, this is the new.

MR. STEWART: There we go. This is --

MR. ELIAS: This is the new. Yeah, this is what I did, but I take off the trash inside the basket in the shop.

MR. STEWART: Can you hold it up so they can see what you're referring to?

MR. ELIAS: And I put it in six inch --

CHAIRMAN ULMER: Show me which photo you're referring to.

MR. ELIAS: I put it in six-inch wood under it, and I put the trash, rotor and all this, in the tub. Every week I have my son with a truck come and pick it up. And this is oil tanks inside the cage in eight inch above the ground.

OFFICER VAUGHN: Yeah, that's not -- that's not one of your violations.

MR. WANG: Officer Vaughn, every time you go to his shop, do you show him all his mistakes?

OFFICER VAUGHN: Absolutely.

MR. WANG: And before you make a picture for this, he knows the picture is from his shop?

OFFICER VAUGHN: Yes, sir.

MR. WANG: Every time you did tell him how to

correct the problem?

OFFICER VAUGHN: Yes, sir.

MR. WANG: But this problem exist from 2012 to 2014. The last time you inspection the property still have some problem there?

OFFICER VAUGHN: Yes, sir, still have some problems there. And as well as Sergeant Clark went there and explained it, as well. And he was also with me yesterday and explained what needed to be done to get him in compliance.

MR. WANG: So this was in his shop you make this picture yesterday?

OFFICER VAUGHN: Those are not my photos.

MR. STEWART: No, those are his photos. His photos were not yesterday. When were those taken, Mr. Elias?

MR. ELIAS: I don't remember exactly, but it's several days ago.

MR. WANG: Several days ago?

MR. ELIAS: Yeah, it's not -- I don't know exactly. It may have a date in it in the back --

MR. ALLAHAM: Okay. The thing is -- the thing is I mean you could clean up and take a couple pictures, but what we're looking for is to be clean all the time. That's why the inspector goes in unannounced and check

your shop.

So just to clean up for a day, it's not enough. If you bring me a picture that says it's clean, that's not enough, because I don't know how long you've been --

MR. ELIAS: I do clean it every day, but, see --

MR. ALLAHAM: So what you need to pass is his inspection. Keep it clean. He might show up tomorrow. He might show up a week from now. He might show up a month from now. That's why you need to keep it clean. When he shows up and give us a report that it's clean and no violations, that's what we go by.

But you bring me a picture. I mean I could go in my business, I had a violation, then I would fix it for a day, and then next day I don't do anything, then that doesn't do us any good.

MR. ELIAS: What I -- what I can do with the junk parts that I take it off out of a car --

MR. ALLAHAM: What I'm trying to tell you is you have to pass his inspection.

MR. ELIAS: Officer, he come in to me, he park the car in the street, and with his camera, and a customer tell me what you do? You do all the camera things? A picture of everything. What I have to do? Come in the shop, sign here, sign here, and thank you. That's it. He never tell me I need to do this, I need

to do this, I need to do this.

MR. ALLAHAM: He does that not just to you. He goes to a lot of businesses. I mean he's not just --

MR. ELIAS: This is good, except somebody new for it.

MR. ALLAHAM: So how come --

MR. ELIAS: You can teach them --

MR. ALLAHAM: -- everybody passes it --

MR. ELIAS: -- what they have to do.

Mr. ALLAHAM: -- and you don't?

MR. WANG: Officer Vaughn represent the City of Houston to inspect your shop. It's your duty, your obligation to keep your shop pass the City ordinance. Okay? And this supposed to pass everything. If Officer Vaughn, since 2012, come to your place until 2014, he give you two years time to correct the problem, and you still have a problem, --

MR. ELIAS: 2012?

MR. WANG: -- that --

MR. ALLAHAM: Let me ask you something. How about failure to maintain accurate records? That was -- that was yesterday.

MR. ELIAS: What is it?

MR. ALLAHAM: Failure to maintain accurate records, you know, like work orders. That's correct,

right?

OFFICER VAUGHN: That's correct.

MR. ALLAHAM: Okay. How come you don't have that yesterday?

MR. ELIAS: I don't understand.

MR. STEWART: He says you don't have accurate work orders.

MR. ELIAS: Accurate work orders?

MR. ALLAHAM: That's one of the violations.

OFFICER VAUGHN: Yeah, so when I first started going out there to inspect, he had work orders on vehicles or no work order at all.

MR. ALLAHAM: Right.

OFFICER VAUGHN: No information, not the date he took it in, not the work he was going to do on it, nothing. There was nothing on it.

MR. ALLAHAM: Right.

OFFICER VAUGHN: And some he didn't even have a work order.

MR. ALLAHAM: Right.

OFFICER VAUGHN: So yesterday when I went -- well, before Sergeant Clark went. He explained it to him. I explained to him you need to have this completely filled out. We need to know the day it came in, what type of work you're doing on the vehicle, you

know, who is the person that owns the car. That wasn't even on some of the work orders.

He has made some improvements on that. He has. But I still found some that didn't have the date that it came in, that didn't have the vehicle information on it.

MR. ALLAHAM: That's what I'm talking about, like he already knows that he's supposed to keep accurate records on all the vehicles that he has, but still he failed yesterday, and he had prior knowledge of what the officer was looking for.

OFFICER VAUGHN: Yeah, and not only that, the work orders are placed in the windshield and the dashboard. Public just walking by, they can see all these people's information on it.

MR. ALLAHAM: Right.

OFFICER VAUGHN: You know, personal information on the work order that -- the ones that did have it, you know, because they're parked all over the shopping strip, and you can see in the --

MR. ALLAHAM: So I mean --

OFFICER VAUGHN: -- pictures that I took yesterday.

MR. ALLAHAM: -- those are supposed to be done but still failed to do it on some of the vehicles.

OFFICER VAUGHN: That's correct.

CHAIRMAN ULMER: Mr. Elias, I want to ask you a question. You stated that in this photo that those oil drums in that tank are six inches off the ground?

MR. ELIAS: The one in the tank?

MR. STEWART: The one --

CHAIRMAN ULMER: Yeah.

MR. STEWART: -- that he's showing.

CHAIRMAN ULMER: On this photo.

MR. ELIAS: One photo oil?

CHAIRMAN ULMER: The photo you just held up.

MR. ELIAS: The one photo oil?

CHAIRMAN ULMER: Uh-huh.

MR. ELIAS: It's more than six.

CHAIRMAN ULMER: No, it's not.

MR. ELIAS: I swear. I measure --

CHAIRMAN ULMER: There's a standard height --

MR. ELIAS: -- did the measurement.

CHAIRMAN ULMER: -- for pallets. That's a pallet that's underneath it.

MR. ELIAS: And under it you have a four-by-four, too, under the pallet.

CHAIRMAN ULMER: Did you actually measure it? Because it doesn't look like six inches to me.

OFFICER VAUGHN: I didn't actually measure it.

CHAIRMAN ULMER: A pallet is about five inches

thick, but the oil drum is no more than five or six inches off the ground. It's less than six inches, for sure.

And, as well, the oil drum's been leaking. You can see where it's leaked on the ground.

MR. ELIAS: An oil?

CHAIRMAN ULMER: Yeah.

MR. ELIAS: Okay.

CHAIRMAN ULMER: You don't agree that that's oil leaking on the ground?

MR. ELIAS: Oh, this is -- okay. I --

CHAIRMAN ULMER: Is that six inches off the ground? Answer me that.

MR. ELIAS: This -- this is not oil. This is not oil.

CHAIRMAN ULMER: What is that?

MR. ELIAS: I moved to this shop. This mechanic shop was open for one year.

CHAIRMAN ULMER: It says, "Freedom Oil Recycling, used oil." That's what it says on the side of it.

MR. ELIAS: This is old oil inside it, yes.

CHAIRMAN ULMER: Okay.

MR. ELIAS: I'm here in the shop for two years and a half. This has been here -- for 18 years it's there. It's a mechanic shop for 20 years.

oil on the ground. I can see it.

MR. ELIAS: This is not oil on the ground.

CHAIRMAN ULMER: Officer, is that oil that's on the ground all around this tank?

OFFICER VAUGHN: Yes, sir, it is.

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: It is.

CHAIRMAN ULMER: It appears to be oil to me.

OFFICER VAUGHN: And he has attempted to clean some of it up, but just yesterday they like pressure washed or something the area around the business, and there's clearly some type of oily fluid that's just running into the drain that they washed up. They didn't dry sweep it or whatever.

MR. ALLAHAM: And see those pictures, the ones that they show the trash bags?

MR. ELIAS: That's the people for the trash.

MR. ALLAHAM: I know, but --

MR. ELIAS: Yes. You know, every time --

MR. ALLAHAM: -- that tells me a couple of hours before you took that picture that shop was a mess.

MR. STEWART: Those -- those aren't his trash. That's the people next door to him.

MS. CALABRESE: Excuse me.

MR. ELIAS: This is next door, is not me.

MR. STEWART: He took those pictures --

MS. CALABRESE: Mr. Stewart --

MR. ELIAS: I take a picture for it.

MS. CALABRESE: Mr. Stewart --

MR. STEWART: Yes.

MR. ELIAS: This all the time you have windy. It come into my shop. My shop is right away on the corner.

MR. ALLAHAM: Why, they don't have a dumpster over there? Is that your dumpster or --

MR. ELIAS: It's not mine. My dumpster in the front of building all the way.

MS. CALABRESE: Mr. Stewart, you're going to have to either be the attorney or take the oath and be a witness, but you can't be both. Okay?

MR. STEWART: Okay.

MS. CALABRESE: If you're going to elicit evidence, it needs to come from someone else, not you.

MR. STEWART: Sure.

SGT. CLARK: I'd like to say that regarding that trash situation you just brought up, there is a restaurant that like faces Bissonnet facing north which is around the corner. He's like on the south and east corner of this strip center that's at Bissonnet and Kirkwood on the southwest corner.

Now, there is a restaurant over there. I'm not

sure what kind of restaurant it is, but they do put a lot of trash and food garbage out there. The day I was there, there was actually a -- like a pan you would roast a turkey in, and, you know, the juices and all that stuff that's so delicious, they just set it outside.

And, of course, the cats, the feral cats, are going to come from miles around. And they're not a very clean restaurant.

So, in his defense, that food garbage in that trash, the dumpsters, I do believe that's a restaurant issue that he has trouble controlling.

MR. ALLAHAM: Anyway, do you guys -- do you guys write him up for that?

OFFICER VAUGHN: No.

SGT. CLARK: That's another --

OFFICER VAUGHN: That was going to be my point. That hasn't been an issue.

MR. ALLAHAM: Right.

OFFICER VAUGHN: The trash that I took photos of and stuff, that's in and around his vehicles that he has stored in the back that are not behind the solid fence, as well.

MR. ALLAHAM: And the vehicles held over 30 days, that's why the fence requirement --

OFFICER VAUGHN: Yes, sir.

MR. ALLAHAM: -- comes in, right?

OFFICER VAUGHN: Yes, sir.

MR. WANG: Do you have a fence around your place now?

MR. ELIAS: In the back I have a fence. In the front, no fence. It's a shopping center.

MR. ALLAHAM: Okay. But you have cars that have been sitting here for more than 30 days.

MR. ELIAS: I have -- I have cars. I'm order parts. Like I have two --

MR. ALLAHAM: Okay. But --

MR. ELIAS: It's over 30 days I have it, yes.

MR. ALLAHAM: The City ordinance says if you're going to keep it more than 30 days, then you're a storage, then you're going to have a fence. I mean it's not my decision. It's that's what the City ordinance.

MR. STEWART: Now, I think that to resolve that issue --

MR. ALLAHAM: I mean I can understand why he does keep them, and I have a lot of friends in the business that they do that, but still I mean you have to comply with --

MR. STEWART: Certainly.

MR. ALLAHAM: -- the City ordinance.

MR. STEWART: Certainly.

MR. ALLAHAM: I mean it's not up to me.

MR. STEWART: I think part of the biggest problem that Mr. Eid is facing here is part of the limitations of his space. And I think --

SGT. CLARK: That's exactly what it is.

OFFICER VAUGHN: That's exactly what it is.

MR. STEWART: And Officer Vaughn and Sergeant Clark, I believe it is -- is that what --

SGT. CLARK: Yes.

MR. STEWART: -- have addressed that. He's not willfully failing to comply with any sorts of regulations, and he's trying to make efforts to clean up his shop and do what's necessary.

MR. ALLAHAM: Okay. Do you think he'll clean it in 30 days if we give him 30 days continuance?

MR. STEWART: Yes.

MR. ALLAHAM: Okay. And he's going to have to go through his inspection and pass his inspection. Do you agree there?

MR. STEWART: Yes, and I think that in 30 days we can -- I can get him to where he can pass inspection.

SGT. CLARK: I just want to make it clear -- and Eid and I talked about this in February when I went out there, because I spent a lot of time with him walking

around. He was very concerned. He called me, left messages. So I went over there. It's going to be hard for him to build a solid fence at this location, because it is a strip center, and they require certain alleyways to be open.

Now, a solid fence means just that, solid. We're not talking about a solid cyclone fence. That's not solid. You can see through it, you know. Solid is meant to hide, basically, from the public's view.

MR. ALLAHAM: I think he's got to probably end up fixing that problem some other way.

SGT. CLARK: Right.

MR. ALLAHAM: Like not having cars for over 30 days.

SGT. CLARK: Right. And he has a lot of people that he does business with that come in, they're on hard times, and they need something done, and they can't pay this week, and then that turns into a month, and it just -- the cars -- and being the type of person he is, he wants to try to help them, but the problem is, is they wind up leaving their cars, and they don't get disposed of. They don't come and get them.

MR. ALLAHAM: Okay. Well, that's one issue. How about the other issues?

OFFICER VAUGHN: The car issue, just let me touch

on that one second. He -- he has way too many vehicles. There's -- and not enough space even if he had a solid fence. There's no room. He would be encroaching on every other business that's in that shopping strip.

He can't do what he does there there. He needs to move to a better location where he can store all the vehicles behind a fence, he can work on all the vehicles he wants, and then he won't have all these other violations. He has to work on his work orders, the fence issue, parts on the ground, you know, that type of thing. But it's just not going to happen at that location.

You can clearly see in the video -- in the photos that he has cars taking up almost every parking space on the southeast side of that shopping strip.

MR. STEWART: May I respond briefly?

MR. ALLAHAM: Yeah.

MR. STEWART: I think that officer -- you know, I agree with Officer Vaughn's assessment that, you know, that location is a problem, which is why Mr. Eid is right now in the process of trying to work on getting a new location, and Mr. Elick here, if he can briefly address those issues, --

MR. ELICK: Sure.

MR. STEWART: -- what's going on with that.

SGT. GRIFFIN: If you could please state your name for the record.

MR. ELICK: Yeah, I'm Jerry Elick, E-l-i-c-k, Nova Development & Construction. We designed him a brand new building. He bought the land on 8611 South Kirkwood on the north side of his current lease space, which the landlord very seldom mowed the grass. I've been over there many, many times, and it's a joke.

But, anyway, but he bought this ground. So he's going to put a brand new building in there, clean building for all the regulations, and that -- we're going through the permitting process right now. And as he -- he has just about an acre of ground.

He started off with a six-bay facility, has now put on two more bays for the first building later. He's got a lot of parking in the back. He's got tons of parking. He's got an acre of ground. The visibility sits up close to Kirkwood.

And he also has enough ground, besides the parking in the back, to put another building back there if he wants it for more inside space so he can work on more cars.

He has an awful good business. I've been over there so many times. It's amazing the business that he has, but he has made an effort to buy the ground, hired

me to design the building, which I did. Now it's on the -- now it's in the City. As soon as that's out, we start building the thing.

CHAIRMAN ULMER: What's the time frame on that?

MR. ELICK: Ask the City. I don't know.

CHAIRMAN ULMER: Well, I mean you're a builder. What is your --

MR. ELICK: Oh, I'd say probably about -- before you get the permit -- it's in County right now for draining into the bayou there, Braes Bayou, the drainage. That should be out this week, their approval to drain into the bayou or the bayou, whatever you want to say. And then after that, as soon as they get that, they'll put it into the plans, take it back to the City. And who knows how long it takes?

CHAIRMAN ULMER: Well, and I think --

MR. ELICK: Because I mean some of them are fast, some of them are slower than heck.

CHAIRMAN ULMER: Well, and let me just -- you know, I think the big problem here is it looks like he's a terrible neighbor. I mean this is a strip center with other businesses, right? Aren't there other businesses --

OFFICER VAUGHN: Yes.

CHAIRMAN ULMER: -- in this strip center?

OFFICER VAUGHN: Yes.

CHAIRMAN ULMER: I mean if you look at the parking in the strip center, there are actually cars jacked up with jack stands underneath them in the parking lot of the strip center.

OFFICER VAUGHN: In the middle of --

CHAIRMAN ULMER: Yeah, how dangerous is that for other people walking around and kids that may come into a strip center?

MR. STEWART: I have some letters here from all of his neighbors here in the strip center --

MR. ELIAS: That is next to me --

MR. STEWART: -- that I'd like to submit to you guys.

CHAIRMAN ULMER: Absolutely. Do your letters depict that the -- that his neighbors are happy with the --

MR. STEWART: Yes.

CHAIRMAN ULMER: They're thrilled about cars being jacked up in the parking lot with a jack stand underneath them?

MR. ELIAS: I don't have no problem. The same church next to me.

MR. STEWART: May I read those into the record or --

CHAIRMAN ULMER: You can pass them around, but we'll certainly make sure that a copy is available for the record.

MR. STEWART: Sure. Thank you.

OFFICER VAUGHN: Yeah, nobody's -- nobody's doubting his repair ability. That's not the issue. The issue is the violations that he's, you know, --

MR. ALLAHAM: Right.

OFFICER VAUGHN: -- clearly committing. He does have a good flow of business there, and he does try to do good work on the cars that he -- that he has there. He just has no space, and he's just committing these violations. Nobody's saying that he's not a good person or anything like that. That's not the issue. You know, so --

MR. ALLAHAM: What's the illegal dumping of hazardous waste about?

OFFICER VAUGHN: Well, that was one of the photos that I saw when they washed down -- that washed down the sidewalk or whatever. They didn't like dry sweep it and pick it up and dispose of it. It's running into the drain.

MR. ALLAHAM: Okay.

MS. RICHARDSON: Yeah, that's -- that is a real big no-no.

MR. ALLAHAM: See, there are some things there is no excuse. I mean I can see the excuse of not having enough room and -- but there is no excuse for not maintaining records of all the vehicles.

MS. RICHARDSON: Yeah.

MR. ALLAHAM: There is no excuse for that illegal dumping. There is no excuse for no dikes. Garbage, there is no excuse for that. Or the auto parts on the ground, no excuse for that.

I mean there is a lot of things. I mean if you have like one or two things on here, then we can see your problem, but there is a lot of other stuff, and we don't see an improvement from the previous inspections.

MR. STEWART: I think that --

MS. RICHARDSON: From what I --

MR. STEWART: I'm sorry, I didn't mean to interrupt.

MR. ALLAHAM: You know, if we go to 2013, 10-16-13, he had like only three violations.

MR. STEWART: I think Mr. Eid is going to see this as a kind of a come to Jesus moment, if you will, where, you know, I think that he realizes the importance of this, and that's why he's purchased the land and why he's trying to have, you know, a facility where he can have the proper fence all the way around it and have,

you know, the cars where he can help people out. I mean it's not the most wealthy area of town. This is where his shop is located, and he does help people and work with people, you know, when they can't pay and things like that.

He's a good guy and a good mechanic. I understand, definitely, that he's got to abide by every regulation that the City of Houston has. We can't have, you know, shop owners that, you know, don't. I realize that. That's the point of this board and that's the point of the regulations.

I think that having spoken to this body and maybe working closer hand in hand over the next -- you know, if you were willing to give him a 30-day continuance here, you know, working hand in hand with the inspectors and, you know, with Officer Vaughn here and Sergeant Clark, I think that he can correct these deficiencies. I know he's trying to. I genuinely believe, after having conversations with Mr. Eid, that he just honestly doesn't understand certain things that maybe need to be done.

When we talked about the diking, I mean he testified, you know, he thought that, you know, it was supposed to be there. He had it under there. And then somebody said oh, this is a problem and take it off, and

then he took it off.

So I mean I think that most of this could be pretty easily rectified except for the sheer number of cars. And I think even that, you know, working with your customers, you should be able to get that resolved in that sort of a time frame to where all of the cars are -- you know, where we don't have a bunch of cars there.

MR. WANG: We respect what you say, but this board, way so, so many shop, when the police representative City of Houston come to shop, they don't care until the day the police sends them to the board. They say oh, license going to suspend. Then they decide to do something. In the last few years, they ignore the police. They ignore the City of Houston. This is a first problem we have here.

The second is I know you say he build -- he bought some land or whatever, but even the permit is not approved yet.

MR. STEWART: Right.

MR. WANG: Okay? After the permit approval, you build a commercial building. By my personal experience, we have other real estate issues, too. Take a minimum one year to build a good commercial business. So how much more day he did stay there to constantly violation?

Especially the third thing is Officer Vaughn and the sergeant made clearly that location by that business, there's no way to pass. In the beginning he choose the wrong location to start this business. Okay? Too many vehicles. And he give customer a payment plan while he extend it. So vehicles stay there over 30 days, over six months or even over a year. So there's no way that the location can pass City ordinance.

Only thing is, is like you were saying about people help him, better location, everything. So he did make his business qualify prior to business. If he stayed there, Officer Vaughn go there, still don't pass, still don't pass, still don't pass or pass one day and automatic come back, don't pass. He still going to come back here. There the location do not qualify to open this business, do not qualify the way he run business, unless all the customer come that don't want to pay, he tell them go home right away.

According to this, I say he only can take two cars, three cars a day. You know, the picture you make, only this picture is clear, is bright. Another picture, it's dark. But, you see, Officer Vaughn he made pictures all clear, all clear. So what's the difference?

On this, to us, we don't know how long you can

really solve this problem. We don't know 30 days. You maybe on 30 days then day -- then one day you can make it pass, but after one week everything come back here. Your location cannot took so many car, cannot give a customer one months or two months or three months payment, something like this. He just can't to run business in that location. That cause his problem.

MR. STEWART: Well, I think that the only real deficiency, and I guess the crucial deficiency with the location, is just with the sheer number of cars that he can have there and have -- you know, and abide by the 30-day deal. I mean that's the main problem.

OFFICER VAUGHN: And the work order thing. I mean he cleaned up around there, but --

MR. STEWART: Right.

OFFICER VAUGHN: -- clearly from some of the first pictures that I took that are in the exhibit, he had parts everywhere, cars everywhere, expired registration, no plate, expired inspection, I mean work -- I mean with no work orders that it was just word of mouth that he did with somebody who brought their car in. So vehicles, work orders, I mean he needs to document what he's doing.

MR. STEWART: Right.

OFFICER VAUGHN: I mean that's -- that's the

requirements, so --

MR. STEWART: And, again, if you're willing to give us, you know, the 30 days, at least, to get his house in order there and do what he needs to do to maybe even get somebody in the office to run all of that and handle just that aspect of it, I think that that would --

MR. WANG: The vehicles stay there over 30 days, what are you going to do?

MR. STEWART: Well, I mean I guess he'll have to give vehicles back to people.

MS. CALABRESE: Why don't you let him tell us --

MR. STEWART: Sure.

MS. CALABRESE: -- what he's going to do, rather than --

MR. STEWART: Sure.

MS. CALABRESE: -- what you think may happen?

MR. ELIAS: I cannot do it 30 days. I cannot put fence in -- in the property.

OFFICER VAUGHN: It's not his -- he's leasing the place. It's not his property, so I mean putting a fence up, how can you say you're going to do that?

MR. ELIAS: For the trash, it's not my trash.

OFFICER VAUGHN: We never discussed that.

MR. ELIAS: Meat is not mine.

MR. ALLAHAM: Maybe you're not --

CHAIRMAN ULMER: Yeah.

MR. ALLAHAM: -- taking this --

CHAIRMAN ULMER: They're not --

MR. ELIAS: The car coming in through shop for a dealer by an auction, no inspection sticker, no registration in it, what to do with me? I fix the car and call them. The car ready. The inspection sticker in it and gone. What I can do if the car in the shop don't have registration, inspection sticker?

MR. ALLAHAM: Why don't you have work order on this car?

CHAIRMAN ULMER: Well, I don't think you've been cited for --

MR. ELIAS: I do have a work order, but --

CHAIRMAN ULMER: -- not having registration on vehicles.

MR. ELIAS: I do have a work order. It's not filled out complete. And now they're just telling me about it. Sergeant come into the shop. He take picture in it. He tell me this is good now, but I need a little bit put the VIN number in the -- in the work order. This is why I started doing it like this. That's it.

OFFICER VAUGHN: So over six months of going there, inspections and stuff, he constantly tells us I'm

buying some property, I'm going to be moving. You know, so he's been talking about it, but he's never done anything about it. And then just now when we told him he's going to come to the board, we're going to bring him to the board, he started to clean up a little bit, but he's been talking about moving for at least six months.

And yesterday when I went out there he even said that -- he and his wife were saying that they were having some problems securing financing and stuff to get everything they needed, but they were planning to move. So that's okay, but in the meantime I explained that you can't constantly be in violation for months or a year at a time just because you're going to move and you're going to build a new building, you know.

MS. RICHARDSON: My concern is, is the -- I'm sorry, I was late today. Some of the vehicles have been out there for over 30 days. What is the oldest vehicle that you have on your property? I mean property that's been there for over 30 days. You know, are we looking at 60, 90 days that they have been on the property?

MR. ELIAS: Some car I have three months.

MS. RICHARDSON: What?

MR. ELIAS: Three months. A brand new car.

MS. RICHARDSON: A few months. Okay.

MR. ELIAS: I have like four car is mine. I'm going to sell to Pick A Parts.

MS. RICHARDSON: What you need to do is under Texas Property Code -- I can't remember the -- that section -- I don't know if you have it on your work order or not -- you need to make sure that your customers understand that they cannot keep that vehicle over 70 -- over 30 days, and you have to send them a certified letter, and you can take possession of that vehicle.

And I feel like that your customers are taking advantage of you. They're dumping their problem on you, and then it's becoming your problem for the City. And you cannot allow this to happen.

We turn away work -- I sit on three-quarters of an acre, you know, and I turn away good work, because I know, No. 1, I can't get to it. No. 2, I don't have the room.

So you're not -- I know that you want to take care of your customer, but your customer is not taking care of you. And after -- and you need to make sure that they understand after 30 days, if they have not picked up that vehicle, you can -- you can sell it.

SGT. GRIFFIN: Another problem you're going to run into if you don't keep adequate records, it will

make it a lot more difficult for you to secure a mechanic's lien on those vehicles if they don't come back.

MS. RICHARDSON: That's right.

SGT. GRIFFIN: Last year this board heard a case of a guy who did something similar to what you did, he would help out people but never did work orders. Those people never came to get their cars. He had a lot full of cars for which he had no paperwork and no legal way to get a mechanic's lien on it.

MS. RICHARDSON: And he couldn't sell them.

SGT. GRIFFIN: And he's not allowed to sell them.

MR. ELIAS: I send -- I send a lot of car to the storage lot. You know, like a couple of months ago, I send almost 10, 15 cars --

SGT. GRIFFIN: Okay. You need to stop right there.

MS. RICHARDSON: Yeah, you need to stop right there.

CHAIRMAN ULMER: Don't go any further, because what you're talking about is illegal. You can't do that. So don't even -- you can't sell cars to a storage lot. So don't go there.

MR. ELIAS: I no sell a car to the storage --

MR. STEWART: No, no, I think he said --

MR. ELIAS: I send it to the storage, which would be the auction.

CHAIRMAN ULMER: Send it. Okay. We all thought you said you sell them --

MR. ELIAS: No, no, I don't sell no car, no, no, no.

MS. RICHARDSON: Yeah, you send them to --

MR. ELIAS: I don't do that.

MS. RICHARDSON: Yeah, you send them to the --

MR. ELIAS: Only to the storage.

MS. RICHARDSON: You send them to the storage lot. Then what do you do? Do you pay that storage fee?

MR. ELIAS: Huh?

MR. STEWART: Are you paying the fee?

MS. RICHARDSON: Are you paying that storage fee when you send --

CHAIRMAN ULMER: No, he's having them towed --

MR. ELIAS: No, ma'am, I never pay nothing.

MS. RICHARDSON: Oh, he's having them towed.

MR. ELIAS: What I do, I call wrecker truck, and you pull the ticket, and you call it in to HPD --

CHAIRMAN ULMER: Okay.

MR. ELIAS: -- and for private property --

CHAIRMAN ULMER: So you're having them towed away from your property?

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: And that is the proper action that you need to take. I think really what we're talking about here is there are a lot of things that you can take care of, and some of them are being a better neighbor. I mean these pictures clearly depict a lot of trash, parts and things like that that make you a very bad neighbor in that strip center.

The other part is the records keeping. And even in your attorney's presentation here it says you're doing a better job of keeping records. It doesn't -- it says you have become better. It doesn't say you're keeping good records.

Let me tell you something. It's easy to keep good records. You all of a sudden begin to keep records on everything. So you don't allow someone to drop a car off until you have filled out a work order, they sign it, you have all of the information off the vehicle. That's when you allow them to leave the car.

There are specific reasons that this is in place. If the police department comes in and runs all the VIN numbers on every car in your place, and some of them are stolen and you don't have a work order, then who's the thief? You're the thief. You don't have a work order to show it came from somewhere else.

This is a protection of you. So you must have these work orders in place. You must clean up your facility. If that officer comes at noontime, and I heard you testify that he came at noon and you hadn't had a chance to clean up yet, the pictures that we're seeing are not pictures of things that happened from 8 a.m. to noon.

MR. ELIAS: It's 1 o'clock.

CHAIRMAN ULMER: Their pictures -- no.

MR. ELIAS: That's only one time. He came in 1 o'clock.

CHAIRMAN ULMER: Okay. But I'm saying these photos do not depict something that got dirty between 8 a.m. and noon. They depict trash that's been there for a long time. This stuff didn't just get here in a few hours.

MS. RICHARDSON: And there's --

CHAIRMAN ULMER: I mean the photos are very obvious that -- that photo right there, if I had another business in that strip center, I would move. I would leave. That's a -- that's a picture that I would be ashamed to know that the front of my facility looked like this.

MR. ELIAS: Which picture is this?

MS. RICHARDSON: There's two other instances --

CHAIRMAN ULMER: It's in your packet. It's in your packet.

OFFICER VAUGHN: Yeah, it's in there.

MS. RICHARDSON: There's two other entities that could walk on your premises, the EPA and the fire department.

MR. ELIAS: You talk about this -- this picture?

MR. ALLAHAM: I'm going to have a motion to give him 30 days.

CHAIRMAN ULMER: Okay.

MR. ALLAHAM: And if he doesn't pass inspection in 30 days, I'm sorry, we're going to have to take his license.

CHAIRMAN ULMER: Well, let's -- let's sum up. We have someone who has a motion ready for the board. Okay? So one of the board members has a motion. I think you've got an idea of what that motion is. Is there anything that you would like to add additionally to get it on the record right now before the board makes that motion?

MR. STEWART: I think -- can we have Ron speak? I know he's here just as to the general state of the place and --

CHAIRMAN ULMER: Sure, could we --

MR. STEWART: -- that it's improving.

CHAIRMAN ULMER: -- get you to state your name?

MR. GOSSER: Yes, Ronald Gosser.

CHAIRMAN ULMER: Okay.

MR. GOSSER: I own a wrecker service, Gosser's Wrecker Service.

CHAIRMAN ULMER: Okay.

MR. GOSSER: Every time Eid comes to me saying that he's had citations or warnings, he'll tell me what cars need to be moved, or he'll get with the owner of the vehicle and either they come pick it up or have it towed to their house at their expense. Then I'll do so. If he can't get ahold of them, he'll tell me I've already sent them letters on this, I've tried communicating with the owners on this vehicle, this vehicle, and he'll send them to the storage lot as a private property tow.

And he was at one point possibly wrong in a lot of things that you're stating he's done, but I have seen improvements to where his shop is a very clean shop compared to what it used to be, but he doesn't try to keep vehicles there longer than necessary. He'll call me to move them around or -- and --

CHAIRMAN ULMER: Let me just ask you one question.

MR. GOSSER: Sure.

CHAIRMAN ULMER: I'm looking at pictures here that were provided by your attorney and Mr. Elias, and I'm looking at the entrances to this parking lot. To make absolutely sure, I know you guys are doing some private property towing from here. There are no signage at these entrances --

MR. GOSSER: No.

CHAIRMAN ULMER: -- to state that the cars can be towed off.

MR. GOSSER: I just go by his consensual tow.

CHAIRMAN ULMER: Right, but you can't do that.

MR. GOSSER: Okay.

CHAIRMAN ULMER: That's a private property tow. Under State law, the signage has to be in place, --

MR. GOSSER: Okay.

CHAIRMAN ULMER: -- because this is a piece of property that has multiple businesses parking there. So there has to be signage at every single entrance.

MR. GOSSER: Okay.

CHAIRMAN ULMER: The signs have to meet State law. They have to have the universal towing symbol on them. They have to have a number where the consumer can reach someone 24 hours a day. Even if they're cars that have been left with him, makes no difference. They cannot be removed from this facility until they're

removed -- until proper notice is placed -- those signs must be up 24 hours before that towing can take place. There's a minimum and a maximum height they can be placed at. And every single entrance from any roadway has to be signed. Okay?

MR. GOSSER: Okay.

CHAIRMAN ULMER: So that signage needs to be put in place just to keep you from violating the law. He would as well be violating the law. Even if he signed the invoice, he can't -- he can't forego someone's rights --

MR. GOSSER: Okay.

CHAIRMAN ULMER: -- having their car towed. Okay? So let's make sure that you take care of that. I appreciate the fact that you're there to help him and move some of these cars, but the sheer number of cars, the way they're parked, they're not even parked in parking spaces in many cases here, I mean that's what's really creating the problems here.

MR. GOSSER: And I know the majority of the problems are the issue of the vehicles in the front. I mean he has had me move them and just set them in the back where it's fenced in.

CHAIRMAN ULMER: Okay.

MR. GOSSER: But, again, he doesn't have

authority to fence in certain locations and --

MS. PALMER: Officer Vaughn, you were going to say something?

CHAIRMAN ULMER: I'm sorry.

OFFICER VAUGHN: He just said moving the vehicles around. That goes back to the 30-day thing. If you look at some of those photos that we first took that we documented in Exhibit H, there is cars across the street, there's ambulances that were on the street that have moved down in the parking lot, still -- they're still his, you know, concern.

MR. ALLAHAM: So he just kind of --

OFFICER VAUGHN: He's just like shuffling them like he's playing dominoes or something. Those vehicles have still been over there 90, 120 days, they've been there forever, because I'm taking pictures of them every time I go out there. They're just not in the same spot.

MR. ALLAHAM: Well, I mean --

MR. WANG: So there's no way he can solve this problem unless he move?

OFFICER VAUGHN: Unless he moves or document then tow all those vehicles that he's -- he's had for six months or more.

MR. ALLAHAM: I'm proposing he has 30 days, and I don't care how he cleans it up --

CHAIRMAN ULMER: Well, let's make sure they've got their last before you make that motion.

Mr. Elias, do you understand what he's saying here?

MR. ELIAS: Yes, I understand. Yes, that they come and look at it. It's not my car over there. You want me to move it?

CHAIRMAN ULMER: Let me ask you a question.

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: Go to -- look at your packet and go to Exhibit I, Exhibit I.

MR. ELIAS: Okay.

CHAIRMAN ULMER: Do you see that photo with all those ambulances and stuff parked up on the street and the hood up on the van?

MR. ELIAS: It's already moved already. Nothing in the street.

CHAIRMAN ULMER: But are those your vehicles that you were working on?

MR. ELIAS: This vehicle is running. I park it over there. I park it over there, yes.

CHAIRMAN ULMER: Okay. So you're parking vehicles on the street that you're working on?

MR. STEWART: He's not --

MR. ELIAS: I don't park it. The customer park

it over there and I move it.

CHAIRMAN ULMER: Well, who put the hood up on the van then? The customer put the --

MR. ELIAS: Which one?

CHAIRMAN ULMER: The hood's up on the van, the very first van.

MR. ELIAS: I want to jump it to start it to move it on the side.

CHAIRMAN ULMER: So you were working on cars on the street that are parked on the street, right?

MS. RICHARDSON: You cannot do that.

MS. PALMER: Yes.

MS. RICHARDSON: You cannot do that.

MR. ELIAS: I jump it. Is it working?

CHAIRMAN ULMER: But are those all your cars that you're working on? That's the question I'm asking.

MR. ELIAS: The van -- yes, call it yes, yes.

CHAIRMAN ULMER: Yes. Okay. So they're all their cars that you're working on?

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: You can't park those cars on the street.

MR. ELIAS: I move all of them.

CHAIRMAN ULMER: Okay.

MR. ELIAS: I wish the officer had tell me I need

to no move -- no leave car in the street.

OFFICER VAUGHN: I have done that.

MR. ELIAS: You know what he did?

OFFICER VAUGHN: I have done that.

CHAIRMAN ULMER: Yeah.

MR. ELIAS: He did write the violation. And I tell him I don't work in the street, Officer. I move it. It's my car. I'll move it.

MS. RICHARDSON: You can't park it on the street. You cannot park it on the street.

CHAIRMAN ULMER: Mr. Elias, --

MR. STEWART: I move all of them now.

CHAIRMAN ULMER: -- the officer told you --

MS. RICHARDSON: You can't park it on the street.

CHAIRMAN ULMER: When he noticed you and he gave you a citation, that's a notice.

MR. ELIAS: I did move all of them now. It's nothing in the street.

MR. STEWART: I had a conversation with Eid about this, and he's no longer parking cars in the street.

CHAIRMAN ULMER: Okay.

MR. ELIAS: I never be -- put one car in the street.

CHAIRMAN ULMER: And, Mr. Elias, what I want you to understand, these officers have eight documented

inspections they've gone out to your facility. Eight. The oldest one is in 2012, April of 2012. That's two years. Okay? That they've been talking to you, writing you citations, violations, reports, and every one of them has been bad. You haven't had a good one yet. Two years worth of reports.

And you now are still sitting here telling me that you don't have any problems and that you're filling out most of your invoices and things like that. That's not the answer here. The answer is to correct all of the problems, not a couple, not some today and some tomorrow. You've had two years to get all this stuff fixed.

At this point in time, your license is in jeopardy. If this board takes your license, you leave here not being able to take in any more work, not one more job, complete only the jobs on your premises and possibly face arrest if you continue to do that.

So this is a pretty serious matter, and I don't think you've taken it too seriously so far based on all of these inspections and them getting worse, not better. Maybe now you're taking it serious, but prior to this it doesn't appear that you've taken it too seriously. Would that be a fair assessment? Would that be a fair assessment of what's happened so far?

MR. ELIAS: I guess, yeah.

CHAIRMAN ULMER: Okay. With that, if you guys don't have anything else to add, I think we have a motion from the board that is possibly in line with what you're asking for. Okay?

MR. ELIAS: Now what I'm doing --

MR. STEWART: Okay. Just wait, just wait.

CHAIRMAN ULMER: Okay. Mr. Allaham, did you have a motion?

MR. ALLAHAM: Yes, sir, I would have a motion to give him 30 days to fix all those problems, and in 30 days if he doesn't fix them, he's going to loose his license.

CHAIRMAN ULMER: So, in other days, 30 -- in other words, 30 days for complete compliance with an inspection report and is satisfactory?

MR. ALLAHAM: That's correct.

CHAIRMAN ULMER: Okay. Do you understand the motion that's been made, that --

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: -- essentially what would happen?

Okay. Do I have a second for that motion?

MS. RICHARDSON: I'll second that motion.

CHAIRMAN ULMER: I have a second for that motion.

All in favor of that motion?

MS. RICHARDSON: Aye.

[All members present raised their hands except Mr. Wang]

CHAIRMAN ULMER: Is anyone opposed to that motion?

[Mr. Wang raised his hand]

CHAIRMAN ULMER: Okay.

MR. STEWART: We have one opposing to that motion. Motion carries.

Okay. Mr. Elias, what's happened is you've been given 30 days to correct all these problems. Okay? I understand you've done some things and you've made some progress, but you have been given 30 days, and you will get another notice, you'll be back before the board next month. Okay? And when you come back before the board, let me make this very clear, provide some documentation that you've corrected all these problems of your own.

The officer is going to provide documentation of whatever's there. He's going to have photos. He's going to have an inspection report. He's going to have all those things that are going to take place before you come back to this board.

The motion was total compliance. So you have to have complete compliance with everything that's wrong

there, and you have to have a satisfactory inspection report. Okay? Otherwise, the board's going to certainly frown on the fact that you haven't met the requirements of the motion that was made today. Okay? You understand that?

MR. ELIAS: Yes.

CHAIRMAN ULMER: Okay.

MR. ELIAS: What I can do about a fence?

CHAIRMAN ULMER: Well, if you don't keep vehicles over 30 days, you don't need a fence. Your correction is not to keep vehicles over 30 days.

MR. ALLAHAM: Get rid of those cars.

MR. STEWART: May I ask the board a couple of questions?

CHAIRMAN ULMER: Sure.

MR. STEWART: Just to assist him in getting in compliance. Regarding this fence, the fence that's needed, if he's going to have these vehicles, is a chain link fence going to be sufficient?

OFFICER VAUGHN: No.

MS. RICHARDSON: No.

CHAIRMAN ULMER: No. A chain link fence does not meet the requirement. Let me suggest that you go to Chapter 8 of City of Houston Code of Ordinance.

MR. STEWART: Sure. Now, I've read it. It's a

little confusing and ambiguous.

CHAIRMAN ULMER: It is a solid fence, though. It gives a complete description of a solid fence.

MR. ALLAHAM: See how they put that solid fence --

MR. STEWART: Okay.

CHAIRMAN ULMER: It gives a very complete description. So a chain link fence with wooden slats or metal slats in it completely obscuring the view is acceptable.

MR. STEWART: Okay.

CHAIRMAN ULMER: A solid metal fence is acceptable. A solid wood fence is acceptable. It must be in good repair, good -- I mean it's a long, broad section, and it gives you a whole lot of requirements, and it's very, very clear.

MR. STEWART: And as far as -- I mean, obviously, you know, he doesn't own the property. He has a landlord. But I mean I guess he's going to have to get out there and mow it himself and square all that away.

CHAIRMAN ULMER: These requirements are there based on good housekeeping, --

MR. STEWART: Right.

CHAIRMAN ULMER: -- you know, neighborhood protection issues and things of that nature.

MR. STEWART: Right.

CHAIRMAN ULMER: If it's his business, and he's the one doing business there, he's the one responsible for these things. It's just like a fire extinguisher. It's not the landlord's responsibility to put a fire extinguisher there. These are City ordinances that must be met.

MS. RICHARDSON: I suggest that the wrecker driver, since you have a good working relationship with him and know how he does all these vehicles, I think maybe you should go through his lot with him and see what vehicles has been there and get them off the property.

MS. PALMER: And you need to pay closer attention to what Officer Vaughn is instructing you to do.

MR. ALLAHAM: That's really the trick. If you work with him and get that clear --

MS. PALMER: Right.

MR. ALLAHAM: -- as an inspection, you're good.

MR. STEWART: And I'll assist in that process, as well. I mean I'll try and help facilitate communication --

MS. PALMER: That would be great.

MR. STEWART: -- with Officer Vaughn and try and bring him into compliance.

CHAIRMAN ULMER: And, please, you know, document the counteraction that's going on here, the things that are being done to correct these issues. Chapter 8 is -- it is a City ordinance, it is boring reading, but it's not that long. You can read all of chapter 8 in a short period of time, and it gives you all the overview of everything that we're talking about.

You know, customers' cars being held over 30 days is not acceptable. And really that's there because they don't want storage lots to become in place of an automotive repair facility. That's really what it's there for.

MS. RICHARDSON: And you need to get a stamp or something put on each work order and get that customer to sign it, vehicles will be towed after 30 days. That is to protect you from a lawsuit.

MS. PALMER: And these are put in place for the duration that you're at this location. This is not just a one time --

CHAIRMAN ULMER: It looks like he has a commercial invoice. It looks appropriate.

MS. RICHARDSON: Do you have an invoice with you?

MR. ELIAS: Yes.

MS. RICHARDSON: I would like to look at that invoice.

MR. GOSSER: Is there anything he can do with the property he's already purchased towards helping him in any way?

OFFICER VAUGHN: Read chapter 8.

CHAIRMAN ULMER: Yeah, chapter 8 gives you a whole bunch of specifics.

MS. CALABRESE: These guys are always willing to answer questions.

CHAIRMAN ULMER: Right.

MS. CALABRESE: They've told him a million times. So they'll time him a million more.

CHAIRMAN ULMER: We've got a motion. We've had that motion pass.

MS. RICHARDSON: Okay.

CHAIRMAN ULMER: We need to move on.

MS. RICHARDSON: Okay. Right here you have Texas Property Code 70.001. You have that on your work order. So you get them to sign it. That is your protection. After -- but this must go out within 30 days that the vehicle is there. So you're protected right there to have that vehicle towed off.

CHAIRMAN ULMER: Okay. Let's give him that, the work orders, back so he's got them.

MS. RICHARDSON: And whatever the outcome is 30 days from now, the officers will be back at some other

point in time. Just because they visited you this time, they might show up a year from now, they might show up two years from now, but they always keep tabs on everybody.

CHAIRMAN ULMER: Do I have the --

SGT. GRIFFIN: We don't do a letter like this for --

CHAIRMAN ULMER: Oh, we don't?

SGT. GRIFFIN: No.

CHAIRMAN ULMER: Okay. So, Mr. Elias, you've been given 30 days. Understand we want to make sure that you --

MR. ELIAS: No problem.

CHAIRMAN ULMER: -- completely understood what your process --

MR. ELIAS: I will do that. I'll buy the fence.

CHAIRMAN ULMER: I'm sorry?

MR. ELIAS: I'll buy the fence, no problem, the fence.

MR. STEWART: I'll talk to him. We'll work it out.

CHAIRMAN ULMER: Yeah, you need to speak to your attorney, because if you have cars that are kept over 30 days, the fence is going to be a problem. You're not going to be able to keep any cars over 30 days if you

can't provide the fence.

Now, you don't have to have them within a fence. You can rent more space and put them inside. As long as they're not outside, that's the correction.

MR. ELIAS: I do have a fence in the back, but it's not complete cover. Is this --

MS. CALABRESE: Listen to the police officers when they tell you what you have to do.

MR. ELIAS: I can do that.

MS. CALABRESE: Talk to them. They are more than willing --

MR. ELIAS: So it's going to take more than 30 days finish car in the back.

MS. CALABRESE: Sir, let's stop arguing, and let's start listening to the police officers. How about that?

MR. ELIAS: Okay.

CHAIRMAN ULMER: Okay?

MR. ELIAS: Okay.

CHAIRMAN ULMER: All right.

MR. STEWART: Thank y'all.

CHAIRMAN ULMER: Thank you.

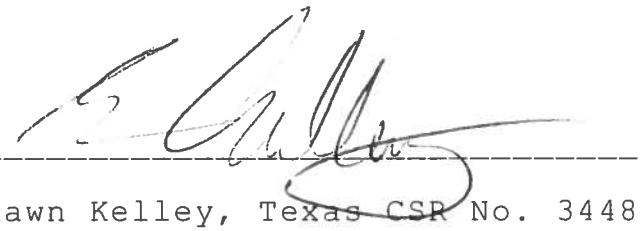
REPORTER'S CERTIFICATION

I, Shawn Kelley, Certified Shorthand Reporter No. 3448 in and for the State of Texas, hereby certify to the following:

That the transcript of the City of Houston Automotive Board hearing is a true record of the City of Houston Automotive Board hearing.

I further certify that I am neither counsel for, related to, nor employed by any of the parties in the matter in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the matter.

Certified to by me this 4th day of September, 2014.



Shawn Kelley, Texas CSR No. 3448
Expiration Date: 12-31-15
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LAWYERS NOTES

PAGE	LINE	

CITY OF HOUSTON AUTOMOTIVE BOARD HEARING

IN RE: AUTOMOTIVE REPAIR FACILITY

REPAIR LICENSE #101835

FOR EID CAR CARE

LOCATED AT 9650 S. KIRKWOOD DRIVE, A-1

July 8, 2014

9:18 a.m. to 10:16 a.m.

1002 Washington Avenue, Basement Level

Houston, Texas 77002

Board Members Present:

Ken Ulmer, Chairman

Timothy Straney

Owen Wang

Erma Palmer

Shelly Richardson

B.K. Sanchez



NMA
ORIGINAL

CHAIRMAN ULMER: All right. So our first person is Elias Eid. Before we go any further, just I've kind of skipped a whole step, but let me just explain to everybody kind of what goes on and how the hearing works, how the process works. If anybody has any questions, please feel free to ask them after I get done explaining all this to you.

No. 1, we have a couple of different types of hearings here today, typically three. So we'll have hearings for businesses, we'll have hearings for tow truck drivers, operators who have been denied, and we'll have hearings for salesmen who have been denied.

In any case, you're generally here because of some type of a problem. Okay? For some reason you've been denied or your license is up, you have some problems with your business, and you're here for those hearings.

A couple of things that I want you to understand. No. 1, we're here to hear the case. That's what we're here for. We're in business. Everyone on this board, with the exception of one member that's a public member, is here because we're in this industry in some shape, form or fashion, some type of industry that relates to the automotive business.

We do this not for fame and fortune, I can assure

you. We do it because we care about the business industry, the automotive industry, and we care about the city of Houston and how business is conducted here. We want the city of Houston to have the best automotive-related industry and business in the world, really.

So we're not here to criticize you. We're not here to penalize you. We're here to make sure that we have the best businesses ever. So that being said, we want you to get your entire case out here in front of us. So if you don't tell us, we don't know. We can only hear what you tell us and what you explain to us as the scenario and the situation.

The thing that goes along with that is we want your honesty. Please don't get up here and waste our time. If you're here because of some type of a situation that caused your license to get denied, we are going to be looking at the case. We're going to be looking at the witness statements. We're going to be looking at what the officer wrote. We're going to be looking at the entire thing.

So don't make it more colorful than it is. Okay? It is what it is. We're reading it. You look very bad when you try to make it look better than it really is. It's much, much better for you if you just get up there

and be honest, I promise you.

I say this at every single board meeting. Every single meeting someone gets up there and does it. Please, just be frank, be forthcoming. The facts are going to come out, anyway, because we're going to talk about it.

If there is something that you want to get on record, make absolutely sure that you do get that on record.

If you are a business here today, as we have a court reporter here, you will be required to have a court reporter in order to appeal the decision of the board if you don't like the decision of the board.

If you don't have a court reporter, you can't appeal the decision, because it's appealed based on exactly what was presented here today, not any new evidence. So that's why it's very important for you to present everything that you want to present in your case.

If you are a salesman or you are a driver that has a hearing here today, it will be audio and video recorded, and that will be your appeal process. But, there again, it's exactly the same, it's exactly what's on the audio and video is what's being appealed. So you won't have an opportunity to come back and say well, I

forgot to tell this, I forgot to say this part.

So please be frank about it and get everything out that you want to get out, make absolutely sure that we've heard all of the case, because we want to make a good decision. We certainly don't want to make a bad decision. And we can't make a good decision if we don't have all the facts in front of us.

So everyone will be sworn in as you come up. You'll be asked to raise your right hand. The police department will swear you in. The police department will then read the case against you, why you're here, tell us exactly what's going on, and then we'll begin the proceedings based on what type of a business that you actually are.

If anyone has any questions about anything that's going on, feel free to ask them during the hearing or ask them right now, because we certainly want everybody to kind of understand what's going on.

I apologize for you people who will have to sit here through a lot of these cases. You're going to be just like us. We're going to sit here through the majority of them, and you kind of get an advantage, because you kind of get to see how things work, and you hopefully will be more frank and forward with us than some of the people are sometimes when they're here for

the first time ever. Okay?

Any questions?

Great. Go ahead.

UNIDENTIFIED SPEAKER: Mr. Chairman, I just was curious, when do they get to hear the results of that hearing?

CHAIRMAN ULMER: The hearing here today?

UNIDENTIFIED SPEAKER: Yeah.

CHAIRMAN ULMER: Right now, as soon as you're done.

UNIDENTIFIED SPEAKER: Oh, great.

CHAIRMAN ULMER: We will vote on each case that comes up. Unless there's a continuance or something along those lines, we vote on each case as they come up.

UNIDENTIFIED SPEAKER: Great.

CHAIRMAN ULMER: So we will settle the case one way or another or continue it at that point in time.

UNIDENTIFIED SPEAKER: Thank you, sir.

CHAIRMAN ULMER: Okay. So Mister -- I know I'm saying it wrong -- Eid?

MR. ELIAS: Eid.

CHAIRMAN ULMER: Okay. Sergeant, are you ready?

SGT. PROVOST: Good morning, gentlemen. I'm Sergeant Michael Provost, and I'm going to be telling you what's going on this morning. The first thing you

need to do is raise your right hand if you're both going to be witnesses to this case so I can swear you in.

MR. STEWART: I'm his attorney, not a witness.

SGT. PROVOST: Okay.

[The witness was sworn by Sgt. Provost]

MR. STEWART: And I'd also ask that Mr. Nunn, if he could raise his hand and take the same oath.

SGT. PROVOST: Okay.

[The witness was sworn by Sgt. Provost]

SGT. PROVOST: Could you all state your name just for the record so we know who everyone is?

MR. NUNN: Udorn Nunn. Udorn Nunn.

SGT. PROVOST: Okay.

MR. STEWART: My name is Craig Stewart. I'm an attorney with Paul Kubosh's office. And your name.

MR. ELIAS: My name, Eid Elias.

SGT. PROVOST: Okay. So today you're here -- Officer Vaughn has a case against -- against you and your shop. He will be presenting the case today.

CHAIRMAN ULMER: Mr. Nunn, if you're going to testify, you can move up to the table there. Just pull a chair up. That way you don't have to move when you get ready to testify.

MR. NUNN: All right.

SGT. PROVOST: Officer Vaughn, you can present

your case.

OFFICER VAUGHN: Okay. Eid's Car Care was brought before the board back in March, I think. At that time the board gave him 30 days to correct all his violations.

30 days later, due to some type of scheduling or notification issue, he wasn't seen. It actually happened again 30 days later, and he didn't show. So his attorney and he said that they didn't get notified. So we gave them another 30 days. We went out -- I went out and served him and gave him notification to show up today.

The first -- the first 30 days when he had to reappear, he made a lot of improvements, moved his vehicles, but, of course, he didn't come before the board, because he got a continuance.

Well, I went back on 6-10, which was like a couple of weeks later before he was supposed to appear again, and it was back to business as usual, all the vehicles were back, he had a bunch of violations, and I wrote him several tickets.

I went out yesterday and inspected again before today's hearing, and he had several violations, and I wrote several tickets, which you'll see on Exhibit B, the second page.

LT. HITZMAN: Larry, can you go over the specific violations?

OFFICER VAUGHN: Okay.

LT. HITZMAN: And what his notice said on his letter.

OFFICER VAUGHN: Okay. On my inspection yesterday I noted repaired vehicles held over 30 days not behind a solid fence, use of disassembly area without an approved plat. Those were noted on the inspection form.

And then I wrote him three citations for storing vehicles without current Texas registration and vehicle inspection stickers, area to keep/store disabled vehicles at a repair facility without a solid fence, repair vehicles held over 30 days not behind a solid fence.

The solid fence was an issue from the first time he appeared before the board. His business is in a shopping strip. He can't put up a solid fence. That was part of why the board said that he needs to find a new place to do business.

He did, but he continues to bring in more and more vehicles and let them sit there for months at a time, and he keeps piling up the vehicles. So that's what he was written for yesterday.

CHAIRMAN ULMER: Mr. Eid, this is your opportunity to --

MR. ELIAS: Officer come in to me, he give me a violation, a car in the street. This is not my car in the street. Never. I have my worker -- three people work in my place. They park in the side. It's a side street. It's not the main street. And the officer, he know that. And he even ask me who's the Nissan? I told him this is my wife car. He never tell me nothing. This is before he give me a violation.

CHAIRMAN ULMER: So can you -- can you clarify for me -- you have the officer's packet there in front of you, as well.

MR. ELIAS: Yes.

CHAIRMAN ULMER: Where are you referring to?

MR. STEWART: We don't have the current -- the current packet, I guess.

MR. ELIAS: I do have a picture for everything. I take it yesterday, 5 o'clock.

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: He didn't get any the citations for parking on the street or working on the vehicles in the street. I didn't even note that.

CHAIRMAN ULMER: The officer says he didn't give you any citations for parking on the street.

OFFICER VAUGHN: Yesterday.

MR. ELIAS: The first time, not yesterday, day before.

CHAIRMAN ULMER: Day before yesterday?

MR. ELIAS: Hold on.

OFFICER VAUGHN: Previously he was written, like the first time he came and the photos --

CHAIRMAN ULMER: Like two months ago?

OFFICER VAUGHN: Three months ago.

CHAIRMAN ULMER: Three months ago. Okay.

OFFICER VAUGHN: The photo shows a mechanic working on the vehicle in the street. The board told him about that.

CHAIRMAN ULMER: Right.

OFFICER VAUGHN: So -- but he didn't get another citation for that. That was when he first came.

CHAIRMAN ULMER: Okay. Mr. Eid, are you talking about three months ago? Is that what you're talking about?

MR. ELIAS: It's a violation he come --

CHAIRMAN ULMER: What's the date?

MR. STEWART: He's talking about in general the issues that have been brought up by the inspectors throughout the process here.

CHAIRMAN ULMER: Well, he said specifically,

though, he got a citation. I'm trying to find out what citation he's referring to. Is it something in this packet?

MR. ELIAS: You want me to give to you?

MR. STEWART: No, it's nothing that's in your packet, but --

CHAIRMAN ULMER: Can you just look at it and tell me the date on it?

MR. ELIAS: Do you want me to come and give it to you?

CHAIRMAN ULMER: You can. I'm just asking for the date on the actual citation.

MR. ELIAS: He give me more those violations, he give me for --

MR. STEWART: He's looking at, I guess, 6-10-2014, which the police officer was -- Officer Vaughn referenced.

CHAIRMAN ULMER: Uh-huh.

MR. STEWART: It looks like there's four violations. The same violations for 7-7, for the most part.

CHAIRMAN ULMER: So what are the violations?

MR. STEWART: Inspection -- or storing a vehicle without current Texas registration and inspection, failure to maintain proper records of automotive repair

facility, operating an automotive repair facility without a solid gate and no dog license.

CHAIRMAN ULMER: Well, there's not anything on -- about a car in the street, though, is there?

MR. STEWART: Right, that's nothing we're talking about right now.

CHAIRMAN ULMER: Okay.

MR. STEWART: Let me -- can I kind of address some of this first, and then --

CHAIRMAN ULMER: Sure.

MR. STEWART: -- we'll have Mr. Eid speak?

CHAIRMAN ULMER: Sure.

MR. STEWART: Mr. Eid did go take a bunch of pictures yesterday of the current situation at his shop.

CHAIRMAN ULMER: Okay.

MR. STEWART: He, obviously, is in a location where it is a little difficult to operate, as we've discussed several times before this board. He's put up fencing to block the view, which is apparent in this picture here.

CHAIRMAN ULMER: Okay. If you could, just go ahead and pass those around.

MR. STEWART: Sure. I was going to kind of address them one by one, --

CHAIRMAN ULMER: I think the City attorney --

MR. STEWART: -- if that's okay with you.

CHAIRMAN ULMER: Well, I mean if you want to address them one by one, it's okay, but the City attorney needs to mark them, as well.

MR. CHILDS: Yeah, can we mark them and have them included in the --

MR. STEWART: Yes, I would like to.

MR. CHILDS: Okay.

MR. STEWART: Yes, please. There's 20 photographs there. Those were all taken yesterday, according to Mr. Eid again. He went out there yesterday afternoon and took all these pictures.

In a nutshell, his shop is clean, and I don't think Officer Vaughn will argue with me on that. He's cleaned up most of the violations that he's faced. He's taken -- you know, he used to have, when we first discussed, you know, some of the situations at the shop, there were -- you know, some of the early pictures that Officer Vaughn took showed, you know, rags on the ground and cars everywhere, and it showed like an oil container in the back, and there was a question of it being properly diked.

He's purchased and installed the oil container inside the shop now, and that is properly diked, which Officer Vaughn, I'm sure, will attest to.

He has towed off numerous cars from his shop and is trying to alleviate, you know, the problem of the cars being parked everywhere in the parking lot.

He doesn't really have cars stored everywhere. I mean you can look at the photographs there and kind of see the condition of, you know, the parking lot and the cars that are there.

A good many of the cars that are in that parking lot are not Mr. Eid's cars at all. There's a church located next door to him in that shopping center that has, you know, services day and night, seven days a week, it seems like. And, you know, we've addressed a lot of this in the past hearings.

As far as ongoing violations, he's installed the screening there on the fence to, you know, try and abide by the requirements and still, you know, do what the landlord requires. Obviously, you know, he's sort of, you know, walking that tightrope between what the City of Houston wants him to do, obviously, and what the landlord will allow him to do.

He's purchased a new property where he's going to be able to more easily abide by all the regulations of the City, you know, and, you know, maintain all the vehicles behind a solid fence and everything. He has a huge property that he's purchased. How large is it,

nearly an acre; is that right?

MR. ELIAS: It's one acre.

MR. STEWART: So he's not going to have these problems in the future. We're just trying to sort of bridge to getting him in that new shop while the permits are approved and everything else here.

As far as the specific accusations that we're dealing with today, I guess, which is repairing vehicles held over 30 days not behind solid fence, he does have -- you know, he's trying to meet the City's requirement there of having a solid fence.

You can see in the picture that there is a fence there with material to block the view, and as far as --

CHAIRMAN ULMER: If you don't mind, I have one specific question.

MR. STEWART: Sure.

CHAIRMAN ULMER: I've numbered the photos. Yeah, go ahead and start passing them around.

MR. STEWART: Sure.

CHAIRMAN ULMER: I numbered the photos just so that we have them numbered --

MR. STEWART: Certainly.

CHAIRMAN ULMER: -- and we can refer to them. So I've numbered this one No. 15.

MR. STEWART: Okay.

CHAIRMAN ULMER: It's a photograph of a car on a jack stand.

MR. ELIAS: This not my car. Somebody stole a tire. Where I parked my car, it's --

CHAIRMAN ULMER: So this isn't one of your --

MR. ELIAS: No, sir.

CHAIRMAN ULMER: -- cars at all?

MR. ELIAS: No, sir.

CHAIRMAN ULMER: Okay. I just didn't know what the picture was for.

MR. ELIAS: I know. You see this area?

CHAIRMAN ULMER: Uh-huh.

MR. ELIAS: I can show you something.

MR. STEWART: Do you mind if he approaches?

CHAIRMAN ULMER: No, he can. I just was confused about the car --

MR. ELIAS: You see what happened? You see this elevate complete?

CHAIRMAN ULMER: Uh-huh.

MR. ELIAS: I pay $600 every month.

CHAIRMAN ULMER: Okay.

MR. ELIAS: And officer, he tell me no park car over there. I don't park my --

CHAIRMAN ULMER: Who told you don't park cars over there?

MR. ELIAS: Officer.

OFFICER VAUGHN: I don't have a --

CHAIRMAN ULMER: Okay.

MR. ELIAS: He tell me no park car over there. I don't park my car over there, and I pay $600 for parking.

CHAIRMAN ULMER: Well --

MR. ELIAS: I have only two car over there parking, Chevrolet truck and the Honda Accord, and I have title. And officer every time come up to me, he love give me violation.

CHAIRMAN ULMER: So are you -- are you saying --

MR. ELIAS: It's not my car.

CHAIRMAN ULMER: You're saying this isn't your car?

MR. ELIAS: No, it's not my car.

CHAIRMAN ULMER: Okay.

MR. ELIAS: Somebody stole a tire.

CHAIRMAN ULMER: I don't know that he's specifically said this was your car. I mean has --

MR. ELIAS: Is not --

CHAIRMAN ULMER: Officer, do you --

OFFICER VAUGHN: I don't have --

CHAIRMAN ULMER: Are you aware of --

OFFICER VAUGHN: I'm not aware of that at all.

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: I didn't take a picture of that. He took that picture and presented --

CHAIRMAN ULMER: What --

OFFICER VAUGHN: -- that to the board.

CHAIRMAN ULMER: Now, Mr. Eid, --

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: -- do you remember at our first hearing --

MR. ELIAS: Yes, sir.

CHAIRMAN ULMER: -- you did have a bunch of cars on jack stands, --

MR. ELIAS: No, no more.

CHAIRMAN ULMER: -- and you agreed they were yours?

MR. ELIAS: No more.

CHAIRMAN ULMER: Okay.

MR. STEWART: Right, but all --

CHAIRMAN ULMER: But there were a lot of those cars.

MR. ELIAS: It's no more.

CHAIRMAN ULMER: Okay. I understand. I'm just saying that --

MR. ELIAS: Yes.

CHAIRMAN ULMER: -- that's the reason --

MR. ELIAS: It's in the front.

CHAIRMAN ULMER: -- this picture confused me.

MR. ELIAS: Not in the back.

CHAIRMAN ULMER: Okay.

MR. ELIAS: You see right here, with me here in the first -- last ticket he give me, 9600 Kirkwood. I don't work on 9600 Kirkwood. Do you see 9600 Kirkwood? This is my parking. I pay for parking, and I cannot park for it. Now not going -- you cannot take it off out of my shop.

CHAIRMAN ULMER: So your --

MR. ELIAS: The landlord. If I park my car next to my shop, I'm in trouble. I park it in my area. I pay for parking. I'm in trouble.

CHAIRMAN ULMER: So he's referring to Exhibit C.

LT. HITZMAN: Mr. Eid, can you go have a seat so we can have this on camera and everything?

CHAIRMAN ULMER: It references three --

OFFICER VAUGHN: Location?

CHAIRMAN ULMER: Yeah.

OFFICER VAUGHN: 9600 Kirkwood. They -- his shop is at 9650 Kirkwood. 9600, when you write a ticket, you put the hundred block.

CHAIRMAN ULMER: Okay. So that's just the hundred block of the shop?

OFFICER VAUGHN: Correct.

CHAIRMAN ULMER: Okay.

OFFICER VAUGHN: Yeah.

CHAIRMAN ULMER: Okay. What is your address, Mr. Eid?

MR. ELIAS: 9650 South Kirkwood, Suite A-1.

CHAIRMAN ULMER: Right. You understand he's just referencing your address, right?

MR. ELIAS: This -- when he put it in, 9600 Kirkwood, when he -- parking, well, I pay for it, and I cannot use it by authorized officer. He tell me this your car. You cannot park it over here.

MR. STEWART: His understanding is, is that he's citing him for these cars that are not his cars being outside the fenced-in area and for being worked on outside that area, which are the two violations that we're dealing with here.

CHAIRMAN ULMER: Okay.

MR. STEWART: The car that's on jack stands is not Mr. Eid's car. He's not working on that car.

CHAIRMAN ULMER: Well, the officer's clearly said he hasn't cited him for that car.

MR. STEWART: Okay.

OFFICER VAUGHN: 9600 Kirkwood on the citation is for court purposes.

MR. STEWART: Right.

OFFICER VAUGHN: It has to be the hundred block. It has nothing to do with his address being at 9600.

MR. STEWART: Right, I'm --

OFFICER VAUGHN: His address is 9650.

MR. STEWART: Right.

OFFICER VAUGHN: His complaint about the cars parked on the street, he doesn't have a citation for that.

MR. STEWART: Right.

OFFICER VAUGHN: Yesterday he didn't get one.

MR. ELIAS: Every time he come in --

MR. STEWART: Hold on. Let's -- let me hear what the officer has to say. Just a second.

OFFICER VAUGHN: So I'm confused about what he's trying to present to the board. The cars that are stored are cars, in my photos that I took yesterday, are all around the shopping strip. You can clearly see mechanics working on the cars in the pictures. Those cars on that block near his shop are just spread out.

You mentioned a church next door. The church is not having any service. And I thought that might be a problem, so I asked him for work orders for some of those vehicles that were parked in front of the shop, and he presented them. They're in that exhibit. So

those cars he's working on, they're at his shop, not the church.

CHAIRMAN ULMER: My exhibit doesn't have those photos.

OFFICER VAUGHN: There's only one packet --

CHAIRMAN ULMER: Okay. That's --

OFFICER VAUGHN: -- that's being passed down.

CHAIRMAN ULMER: -- going around. Okay.

OFFICER VAUGHN: Yes.

CHAIRMAN ULMER: Okay.

MS. PALMER: The vehicles that's parked between the yellow stripes --

MR. ELIAS: In the back?

MS. PALMER: No, I believe that's in the front.

MR. ELIAS: Okay.

MS. PALMER: Are any of those your parking spots?

MR. ELIAS: In the front, all my car -- is four cars is my car.

MS. PALMER: In between the yellow stripes. So how many do you have?

MR. ELIAS: What do you mean?

MR. STEWART: He has four parking spots, I believe is what --

MR. ELIAS: I have the front four parking spot --

MS. PALMER: Okay.

MR. ELIAS: In the -- in the drive -- in the front of shop I have three parking plus inside the shop, inside and behind. And in the church area, I have -- I get with the church area, tell me Eid, park your car any time, no problem, none whatsoever. They have notarized paper. I give you notarized paper. You want me come in with you to court, I come into court with you. I don't have no problem. I never have no problem with church.

Only I have a problem with the officer come and watch me across the street sitting for 15 minutes. The time I see him, he come and drive to my front of the shop and holding his phone like this in front of my customer like I'm selling drugs. Every customer come and tell me like I'm drugs --

CHAIRMAN ULMER: Mr. Eid, --

MR. ELIAS: I'm selling drugs.

CHAIRMAN ULMER: -- you understand, Mr. Eid, the officer's doing his job. I mean you've got to admit the first set of photos that we saw of your business were pretty in dismay. Were you proud of --

MR. ELIAS: I don't understand --

CHAIRMAN ULMER: -- what the --

MR. ELIAS: -- the exact --

CHAIRMAN ULMER: -- officer brought forward? I mean I wasn't.

MR. ELIAS: I don't understand exactly --

CHAIRMAN ULMER: So you're --

MR. ELIAS: Three months --

CHAIRMAN ULMER: Yeah, but we're here to talk about what is the case with your business. That's what we're here to talk about.

MR. ELIAS: I'm doing my best to clean up shop. I'm doing --

CHAIRMAN ULMER: Mr. Eid, when this board gave you a 30-day continuance, that 30-day continuance, and I remember specifically exactly what we talked about, we said all problems must be fixed before you come back to the board.

MR. ELIAS: I did --

CHAIRMAN ULMER: And you actually got a lot more than 30 days, right? But you remember that conversation --

MR. ELIAS: Yes, sir, I do.

CHAIRMAN ULMER: -- you and I had? We said when you leave here, you've got to fix all these problems, and when you come back to us, they all have to be fixed.

MR. ELIAS: I fixed --

CHAIRMAN ULMER: And you actually got a lot more time than what you were allowed, because we gave you 30 days. You even said I need 30 days, right?

MR. STEWART: May I respond, --

CHAIRMAN ULMER: Sure.

MR. STEWART: -- Mr. Chairman?

So regarding the specific violations, I guess, that we're dealing with, and regarding this that's in front of us here today, again, I think that the key is is he's trying to keep all of his vehicles, you know, to try and turn everything over quicker, try and not store umpteen vehicles for these long periods of times, which is why you don't see the whole shopping center covered in vehicles like in some of the pictures that I'm sure Officer Vaughn presented earlier.

I mean Officer Vaughn has several times talked about the progress that he's made and how much better his shop is. The floors are immaculate. The oil is contained and not anywhere. There's -- they're not dumping any oil or anything like that. There's no kind of environmental violations.

The shop itself is working hard to abide by every regulation of the City of Houston. Mr. Eid has spent months and many thousands of dollars to try and abide by every regulation. He's, you know --

CHAIRMAN ULMER: Can you give us some examples --

MR. STEWART: Sure, sure.

CHAIRMAN ULMER: -- of what he's spent?

MR. STEWART: Like I said, he's put in the oil -- the new oil rig. He -- I don't know how to describe it. Forgive me.

MR. ELIAS: The oil tank.

MR. STEWART: I'm not a mechanic. The new oil tank that's inside the shop.

CHAIRMAN ULMER: Does he have receipts or anything for these costs that he's spent?

MR. ELIAS: Yes, I do. I have -- for fence, my new property cost me 25,000. I do have receipt.

CHAIRMAN ULMER: Not the new property. The property where you're at where these violations are.

MR. STEWART: Did you bring your receipts?

MR. ELIAS: I have it at accountant.

CHAIRMAN ULMER: You have what?

MR. ELIAS: Accountant, he have -- I give it to my accountant.

MR. STEWART: His accountant has it.

MR. ELIAS: I don't do my accounting paper.

CHAIRMAN ULMER: Okay. So what did you spend? I mean your attorney said you --

MR. ELIAS: Well, I did --

CHAIRMAN ULMER: -- spent thousands of dollars.

MR. ELIAS: I did --

CHAIRMAN ULMER: What did you --

MR. ELIAS: I did --

CHAIRMAN ULMER: -- spend to try to get --

MR. ELIAS: I did -- I did for a fence. I put somebody cutting grass for shopping center. I'm not supposed to be cutting it. I did the cleanup supply complete. I make stuff little here by little here by little here.

MR. STEWART: So he's hired an outside -- what he's --

MR. ELIAS: I hired somebody clean up complete.

MR. STEWART: I know sometimes his English is a little broken, but --

CHAIRMAN ULMER: Right.

MR. STEWART: -- he's hired a separate contractor to mow the grass and keep everything neat and organized outside, even though that should be the responsibility of the landlord. He's purchased the inside oil tank.

He's hired people to clean up the -- you know, make sure all of the oil stains are removed and things like that, like we had discussed earlier at an earlier hearing.

He's installed the fencing material behind the fence, you know, which is a cost of several hundred dollars, I believe.

OFFICER VAUGHN: Which is just temporary fencing.

MR. STEWART: Right.

OFFICER VAUGHN: It's not -- it's not solid. It just has a little mesh screen --

MR. STEWART: Right.

OFFICER VAUGHN: -- across of it.

MR. STEWART: There's photographs of it.

CHAIRMAN ULMER: That being said, do we have the definition of solid fence in chapter 8?

SGT. PROVOST: We do. It's in chapter 8.

CHAIRMAN ULMER: Do you know what -- I didn't know off the top of my head which one it was, either. What actual article it is, do you know?

MR. ELIAS: The solid fence cost me $25,000.

CHAIRMAN ULMER: $25,000?

MR. ELIAS: $25,000 --

MR. STEWART: He put a solid fence on --

MR. ELIAS: -- for my property.

MR. STEWART: -- another property.

CHAIRMAN ULMER: On another property?

MR. STEWART: Right.

CHAIRMAN ULMER: Not on this property?

MR. STEWART: Right, but it's something -- it's to be able to --

OFFICER VAUGHN: Section 8-30(d), fencing requirements.

SGT. PROVOST: Officer Vaughn, could you tell what his violation -- as of yesterday, what was his violation?

OFFICER VAUGHN: Yesterday violations were he got three citations.

SGT. PROVOST: Okay.

OFFICER VAUGHN: Storing vehicles without current Texas registration and vehicle inspection sticker, area to keep, store and dismantle vehicles in repair facility without a solid fence. They're working on cars everywhere in the parking lot. And repair vehicles held over 30 days not behind a solid fence.

So I have photos from the first time I ever went out there for inspection and photos from yesterday, and some of the same vehicles are still around there, and they're not behind the solid fence. You can see them.

SGT. PROVOST: So the real point for us is that he's had three months, basically, to stop storing vehicles past 30 days which he's ignored?

OFFICER VAUGHN: Correct.

SGT. PROVOST: Okay. And that's still going on today? He's still storing them outside his mesh fence -- even if his fence did qualify, he's still doing what you told him not to do three months ago?

OFFICER VAUGHN: Correct.

SGT. PROVOST: Okay. You're still storing cars with bad inspection stickers and all that stuff, and you know that you can't do it.

MR. ELIAS: Is -- you look in the picture, and the car you talk about it, it's a foreign car. I just got the parts for it.

And even I have 1992 Lexus I order parts by dealership. It's coming after a month and a half. And I don't want to keep moving it. Somebody be hitting it. I park it in the corner where's my parking area.

SGT. PROVOST: I understand what you're saying, but the bottom line is that you're still keeping them outside that fence past 30 days. Regardless of your reason, you're still breaking the law. You're still going against what ordinances told you not to do, and you have -- that's not going to be an excuse.

If that's the case, every automotive repair business in this city would have that same excuse. So I mean you had three months to do this, and you've done nothing. You still have the same main violations, regardless of your reason.

So unless you have something good to say about that, you're still breaking the law. And what's going to prove to us that you're not going to continue to do it? You've continued to do it even though you've been

written tickets for it, even though you've been to the board.

So you still continue to store those cars outside 30 days and give us an excuse that parts or whatever. It doesn't matter what your excuse is. You can't continue to break the law just because of what? What's your reason?

MR. ELIAS: I never do break the law. It's --

SGT. PROVOST: You are. You're breaking the law.

MR. ELIAS: It's a nice car. It's not junk car.

SGT. PROVOST: Okay.

MR. ELIAS: It's not sitting in the bricks.

SGT. PROVOST: It's still sitting --

MR. ELIAS: It's a clean car.

SGT. PROVOST: Sir, if you have a work order and they're past that 30 days, it has to be behind a solid fence. Officer Vaughn has been telling you this ever since three months ago, February or March, when he started approaching you with this. And you have ignored that.

This board told you they were going to give you 30 days. You've had 90, and you're still ignoring it.

MR. NUNN: Is it behind the fence?

MS. PALMER: What is this area behind the plat?

OFFICER VAUGHN: Well, what he's doing is working

on the cars out in the parking lot. It's not even in his fence. He's just taking parts off cars, the mechanics are working on them out in the open area, even way past -- he said he had four parking spaces, three in front and four across.

If you look in those pictures, he's got cars all the way down that shopping strip where they just go out there and work on them.

MS. PALMER: Okay.

OFFICER VAUGHN: When I went out there on 6-10 to do an inspection, he had maybe eight cars blocking the entrance and exit to the shopping strip. And I asked why -- you know, I couldn't get in the lot, and I had to go all the way around. I go why are these cars here? He told me somebody tried to break in his shop, so he parked all the cars where his camera could see them, which is blocking the entrance and exit.

I asked him well, what if a fire happens? The fire trucks can't even get in the parking lot to put out the fire. And I told him to move them. He moved them. That's him on 6-10 on one of my inspections.

So I mean he just kind of does what he wants to do in that corner.

MS. RICHARDSON: Do you still have the ambulance on your property?

MR. ELIAS: That one, I have it in the back, in the building.

MS. RICHARDSON: Okay. That work order is dated March the 29th. Do you still have the 2005 Hyundai Santa Fe?

MR. ELIAS: Yes, ma'am. This is the owner, she pass away, and her mom, she fixing her car, and she paid little by little. She want to give to her son.

MS. RICHARDSON: Uh-huh. I don't see any totals down here.

MR. ELIAS: What is it?

MS. RICHARDSON: This is dated April the 24th. It's just for an alternator, need to --

MR. ELIAS: I put error --

MS. RICHARDSON: -- something -- it says something --

MR. ELIAS: -- from inside alternator.

MS. RICHARDSON: -- from the daughter.

Do you still have a 2003 Chevy Impala?

MR. ELIAS: Yes, ma'am.

MS. RICHARDSON: Okay. That is dated March the 14th. Security problem.

MR. ELIAS: That when I order --

MS. RICHARDSON: Yeah, I know what that's for.

MR. ELIAS: I order security box. It's worth

almost $350.

MS. RICHARDSON: You know, they keep them -- you know, yeah, they keep them in stock.

MR. ELIAS: This only four car --

MS. RICHARDSON: Chevy --

MR. ELIAS: -- I'm talking about why.

MS. RICHARDSON: Chevy has -- Chevy has problems with their, you know, security. It's --

MR. ELIAS: Yes, ma'am, this --

MS. RICHARDSON: You know, it's within the --

MR. ELIAS: Yes, ma'am. This only four cars when they talk about it.

MS. RICHARDSON: Okay.

MR. ELIAS: And I don't want to move it. I mean it's a running car. I don't want to scratch it. I don't want to damage it. I order parts. Even I show him the Suburban, the one you see, I have the seat, and even I open the trunk, I show it to him. I just got the seat. I'm going to finish it and get it done.

MS. RICHARDSON: But I don't understand. Why is this vehicle still here? I mean it's March.

MR. ELIAS: What is it?

MS. RICHARDSON: You know, I mean it's been --

CHAIRMAN ULMER: She's asking why the vehicle is still there.

MS. RICHARDSON: Yeah, if it's --

CHAIRMAN ULMER: I mean it's been there since March.

MR. ELIAS: For the parts. The parts the problem.

MS. RICHARDSON: The security problem --

MR. ELIAS: The parts --

MS. RICHARDSON: -- is an easy job to fix.

MR. ELIAS: I don't have no parts.

CHAIRMAN ULMER: You're saying you can't get parts?

MR. ELIAS: No, get the parts ready --

CHAIRMAN ULMER: Well, let me -- let's back up for one second.

MR. ELIAS: Yes, sir.

MS. RICHARDSON: For a 2003, yes, you can.

CHAIRMAN ULMER: So, real quickly, the pictures that you've shown us of your solid fence, what is that? Is that a tarp that you've attached to the fence?

MR. STEWART: It's not a tarp. It's a -- it's a special material --

MR. ELIAS: It's a special material.

MR. STEWART: -- designed for that purpose that it's being used for there.

CHAIRMAN ULMER: Okay.

MR. ELIAS: So nobody can see through --

CHAIRMAN ULMER: So what type --

MS. RICHARDSON: It's just a mesh.

CHAIRMAN ULMER: -- of material is it?

MS. RICHARDSON: I've got some of it.

MR. STEWART: Right.

CHAIRMAN ULMER: It's just a mesh type material?

MS. RICHARDSON: It's just a mesh --

MR. STEWART: Right. It's -- essentially it's --

CHAIRMAN ULMER: Let me read you -- let me read you the definition of solid fence. Okay? Because I mean you're -- you are making the assumption that that solid fence you put up is going to suffice.

MR. STEWART: Right.

CHAIRMAN ULMER: All fences shall be constructed of wood, masonry, corrugated sheet metal, chain link or any combination thereof, provided, however, that any one side of an automotive wrecking or salvage yard or automotive repair facility shall be bounded by a fence or wall constructed of only one of the above materials.

Chain-link fences shall be constructed of galvanized chain-link fencing with wood or metal slats or strips run through all links of the chain-link fence.

All fences or walls shall extend downward to within three inches of the ground and shall test plumb

and square at all times. That fence that you put up does not meet this definition.

MR. STEWART: What is the purpose of the wood or metal slats?

CHAIRMAN ULMER: I'm just telling you what the definition of it is in City ordinance.

MR. STEWART: Right.

CHAIRMAN ULMER: And it goes into very great detail.

MR. STEWART: Right. I understand.

CHAIRMAN ULMER: So it doesn't say you can put anything up there that you want.

MR. STEWART: Right.

CHAIRMAN ULMER: And it's done to maintain an orderly appearance throughout neighborhoods, communities, things of that nature.

MR. STEWART: Exactly.

CHAIRMAN ULMER: That's the purpose of it.

MR. STEWART: Right.

CHAIRMAN ULMER: So this material that you have put up there, and I'm not familiar with the material, but if it's not a material -- the reason these materials were chosen and the reason that it specifically implies they need to be plumb and test plumb at all times is because we don't want fences falling down. We don't

want material on a fence like, you know, construction mesh that is only designed to last for a short period of time and it's going to be deteriorated by the sun.

Have you ever seen what happens to a tarp out in the sun in a couple of months? It becomes raggedy strips that are blowing in the wind. And that's what I'm afraid is going to happen with the material that you put up there.

We haven't seen any receipts for that material or a demonstration of that type of material or any description of that material to say this is what it's for, and it will last five years in the sun.

MR. STEWART: Sure.

CHAIRMAN ULMER: We haven't seen any of those things. So I think what we've kind of done is try to circumvent the 30-day rule by putting some type of material. It looks like tarps to me in the photos, maybe it's not. Do you -- can you give me some more information on this material that you've chosen? Is that what it's for?

MR. ELIAS: It looks --

MR. STEWART: Yes.

MR. ELIAS: -- like a tarp. This is special for fence.

MR. STEWART: It's a mesh.

CHAIRMAN ULMER: It looks like a tarp.

MR. STEWART: Like one of the board members said.

MR. ELIAS: It looks like a tarp.

MR. STEWART: She was familiar with it.

MR. ELIAS: It's special for fence. I ordered it --

CHAIRMAN ULMER: Where did you -- where did you buy it?

MR. ELIAS: I ordered it -- Anthony was -- Anthony, --

CHAIRMAN ULMER: Okay.

MR. ELIAS: -- a friend of mine, he ordered it for me.

CHAIRMAN ULMER: Okay.

MR. ELIAS: And the one he come in with me was doing my shop, the new shop. He ordered it for me.

CHAIRMAN ULMER: How do you attach it to the fence?

MR. ELIAS: Yeah.

CHAIRMAN ULMER: How? How do --

MR. ELIAS: Which one?

CHAIRMAN ULMER: -- you attach it?

MR. STEWART: There's grommets, I believe, where it --

MR. ELIAS: Which one, other fence?

CHAIRMAN ULMER: Yes.

MR. ELIAS: Other fence is solid fence.

CHAIRMAN ULMER: No, no, no, this fence.

MR. ELIAS: This fence?

CHAIRMAN ULMER: Do you have photos of it?

MR. STEWART: He's asking how it's attached.

MR. ELIAS: Attached by -- it's plastic tie.

OFFICER VAUGHN: Zip ties.

MS. RICHARDSON: Ties?

MR. ELIAS: You have a special --

CHAIRMAN ULMER: So you use zip ties to --

OFFICER VAUGHN: Zip ties.

MR. ELIAS: -- special area --

OFFICER VAUGHN: Right.

CHAIRMAN ULMER: So it's basically a tarp that you've zip tied to the fence?

MR. STEWART: It's not a tarp. It's specially designed for --

MR. ELIAS: It's --

MR. STEWART: -- the purpose for --

MR. ELIAS: It's for fence.

MR. STEWART: -- which he's using it right now.

MS. RICHARDSON: Yeah.

CHAIRMAN ULMER: Okay.

MR. STEWART: It's designed to be used as it is

here.

CHAIRMAN ULMER: Do you -- I mean, do you have something to show that's what it's designed for?

MR. STEWART: I mean we can --

CHAIRMAN ULMER: Do you have a receipt or --

MR. STEWART: -- send you an internet link or something, whatever you'd like.

CHAIRMAN ULMER: I still don't believe that this meets this definition.

MR. STEWART: Sure.

CHAIRMAN ULMER: I mean --

MS. RICHARDSON: Yeah, because -- because I mean, you know, --

CHAIRMAN ULMER: I think the key is --

MS. RICHARDSON: -- we're having a conversation here that --

CHAIRMAN ULMER: -- that it really doesn't meet the definition.

MS. RICHARDSON: -- that's the troubling part, because it is not -- we go by the guidelines that have been laid out by the City in chapter 8. And at this time that does not meet those guidelines. So I can't even understand why we're even having this conversation about this mesh. He read off to you exactly what the requirements are. We see this all the time, and you're

arguing with us over it, well, this is a fence, this is a fence, this a fence. It's a temporary cover-up.

We go by chapter 8, what is written in chapter 8. If you have an issue with that, then you need to go to city council and say you need to change the ordinance.

MR. ELIAS: This here I put it in stability fence. I cannot put solid fence. Solid fence is going to cost me a lot of money.

MS. RICHARDSON: That is not our problem.

CHAIRMAN ULMER: Yeah, it's -- that -- you're talking about something that's --

MS. RICHARDSON: And I understand.

CHAIRMAN ULMER: -- really not our issue.

MS. RICHARDSON: I understand. You know, I had to go through the same thing with -- you know, with my company when I opened it up 22 years ago. You know, I have a solid fence, you know, and I have to go by those rules.

MR. STEWART: Right.

MS. RICHARDSON: You have to go by those rules --

MR. STEWART: And on --

MS. RICHARDSON: -- if you're going to be in business.

MR. STEWART: On his new property he has solid fencing around it --

MS. RICHARDSON: We're not talking about the new property.

MR. STEWART: Right, I understand.

MS. RICHARDSON: We're talking about what is current.

MR. STEWART: Right.

MS. RICHARDSON: Let's don't even go to the new property. I could care less about the new property --

MR. STEWART: Right.

MS. RICHARDSON: -- right now.

CHAIRMAN ULMER: I believe the officer has something to add.

OFFICER VAUGHN: Yes. Regardless, it is a temporary fix, but it doesn't meet the code. But, regardless, just like you read off the four vehicles that I took photos of, they have all been there longer than 30 days, and I only did four, and there's more, but I thought four would be enough for the board, but, regardless, those vehicles are still held longer than 30 days, and they are not behind that temporary fence. They're out in the front of the --

MS. RICHARDSON: And these are simple. These are simple. These are in and out, --

CHAIRMAN ULMER: So, Mr. Eid, are these --

MS. RICHARDSON: -- you know, repairs.

CHAIRMAN ULMER: -- are these vehicles that we talked about and we asked you about, are they not behind the fence?

MR. ELIAS: Which one?

CHAIRMAN ULMER: They're outside?

MR. STEWART: The four that he just discussed with you.

MR. ELIAS: I park it in the front one parking outside.

CHAIRMAN ULMER: So they are not behind the fence?

MR. ELIAS: It's nice car. Nothing about it --

CHAIRMAN ULMER: Right, but you would agree they're not behind the fence? Okay.

MR. STEWART: But I don't think he --

CHAIRMAN ULMER: That was our point.

MR. STEWART: I don't think he's storing them out there in front of the shop, are you?

OFFICER VAUGHN: There's no where else --

MR. ELIAS: I move it.

OFFICER VAUGHN: -- to store it.

MR. ELIAS: Move it.

OFFICER VAUGHN: They're out there, and they're always out there.

MS. PALMER: So, Mr. Eid, I think it would be

looked as it did in the beginning, right? It's not full of cars all the way down to the end like it was in the beginning, right?

OFFICER VAUGHN: It's still full of cars. Every space is not full of cars, but it's still full of cars. I mean you can see it in the photos that I took yesterday.

MR. STEWART: I still haven't seen the photos that you took --

MS. RICHARDSON: You just said a key word, shopping --

CHAIRMAN ULMER: Would you --

MS. RICHARDSON: -- center.

CHAIRMAN ULMER: Would you pass those photos that we have there as Exhibit D to the --

MS. RICHARDSON: It's not set up for an automotive repair facility. It is a shopping center.

MR. STEWART: Right, which is why he's trying to purchase the new land that you don't want to hear about.

OFFICER VAUGHN: Yeah, but the whole issue is, which is what we said when we -- the first board hearing was no one's saying that he doesn't do good work --

MR. STEWART: Right.

OFFICER VAUGHN: -- or repair cars on his repaired vehicles. We're saying that where he is is not

sufficient for the amount of business that he does. He needs to have that new space. He needs to move to that new space.

SGT. PROVOST: How long before the new shop opens?

MR. ELIAS: I send it for the County. I get the County permit, and I send it for the City. And they tell me like 11, 12 days it's going to give me permit for City, and the guy start build it right away. You know, I'm not going to start until I have a permit in my hand --

SGT. PROVOST: So how long -- I mean I need a -- tell me an estimated time you're talking about before your new shop is going to open.

MR. ELIAS: I'll be honest with you, I ask the guy how long he going to take to build the building. He tell me about four months.

LT. HITZMAN: So he has to build a building on the property?

MR. ELIAS: Yes.

LT. HITZMAN: There's nothing on it already?

MR. STEWART: Right.

MR. ELIAS: It's going to take him about four months.

MR. STEWART: He just has like a fence around it,

for that morning or something.

MR. ELIAS: I have them -- I moved them around and I put it back. I don't move it far away. I know somebody broken in. Last -- before we come in, somebody robbed me, stole a car out of there and stole my phone and he saw everything. Every time he come and give me a violation. And this is why you see the car, I park it in the front.

CHAIRMAN ULMER: It's not the officer's fault that someone come and robbed you.

MR. STEWART: Right.

CHAIRMAN ULMER: I mean the issues that we're talking about here are housekeeping issues. These are the issues that we're talking about.

MR. STEWART: Can we hear from Mr. Nunn and --

CHAIRMAN ULMER: Certainly.

MR. STEWART: -- his interactions --

CHAIRMAN ULMER: Certainly.

MR. STEWART: -- with the shop?

MR. NUNN: Yeah, I've known Mr. Eid for about eight years. He moved from another mechanic shop. He used to work with his brother. He has his own shop now. He's very efficient at the work he does with my vehicles. I have four vehicles over there. I let him -- I had a diesel vehicle, the one ton, I had a

problem with, with a transmission. He took it in the shop and had checked it out, found out it was just a fuel filter, a very simple fuel filter. He told me to buy ACDelco fuel filter instead of an aftermarket one, and it worked out great.

But every time I went to his shop, you know, he was very clean. He did my job fast, and I left. You know, he does all of my inspections as well in the back of his shop, and he's very etiquette about putting my car in the shop, because of the state -- I guess the DOT regulations over there got to insist that the car's got to be in the shop to get --

CHAIRMAN ULMER: Right.

MR. NUNN: -- to get inspected on that end. But he's done very good work for me over there.

MR. STEWART: And he works on your car inside the shop, you say?

MR. NUNN: Yes.

CHAIRMAN ULMER: Are you aware of vehicles being worked on outside the shop? I mean we actually have photos of vehicles being repaired --

MR. NUNN: When I was there --

CHAIRMAN ULMER: -- in the parking lot.

MR. NUNN: When I was there, I've seen them -- when other cars drive up, he just opened the hood up and

looked and give them a quote, and then if they want to get it done, then he -- and he pulls it in if he can work on it. If he can't work on it, he tells them you've got to come back later when I was there.

CHAIRMAN ULMER: Do you live near his shop?

MR. NUNN: No, I live on the Katy side of town.

CHAIRMAN ULMER: Okay.

MR. NUNN: Yeah.

CHAIRMAN ULMER: Do you see -- you kind of understand what -- you know, these are neighborhood protection issues that we're --

MR. NUNN: Yeah.

CHAIRMAN ULMER: -- really talking about --

MR. NUNN: Well --

CHAIRMAN ULMER: -- here, and --

MR. NUNN: When I was there one time --

CHAIRMAN ULMER: -- those are really the things that we're keying in on.

MR. NUNN: Right. I went there one time. The church was -- I guess they had a church next door. They were out there barbecuing and cars all over the place, and I didn't think -- I didn't know what was going on. I thought it was some kind of activity or some festival or something, but that's the only time I seen. But those were nice cars that he was working on when they

would have some church going on.

CHAIRMAN ULMER: When was that? I mean --

MR. NUNN: It was a church organization over there.

CHAIRMAN ULMER: Right, but when was that?

MR. NUNN: It was on a Saturday.

CHAIRMAN ULMER: Okay. I don't think our officers have been out there --

MR. NUNN: Yeah.

CHAIRMAN ULMER: -- on a Saturday.

MR. NUNN: It was on a Saturday probably about maybe 4 or 5 o'clock.

CHAIRMAN ULMER: Okay.

MR. NUNN: In that time.

CHAIRMAN ULMER: Officer, did you have some things to add?

OFFICER VAUGHN: Once again, we are not talking about the quality of work --

MR. NUNN: Yeah.

OFFICER VAUGHN: -- he does. That has nothing to do with why he's here. It's his violations. I mean if he fixed your car with an ACDelco filter or whatever and he did a good job, okay. That's not why we're here. We're talking about his violations. So he needs to fix those things.

MR. STEWART: Eid does good work at a fair price, and, you know, he tries to help people out, which I think is why --

CHAIRMAN ULMER: But, remember, that's --

MR. STEWART: -- some of this --

CHAIRMAN ULMER: Those are great issues.

MR. STEWART: I understand.

CHAIRMAN ULMER: And I appreciate that.

MR. STEWART: Right.

CHAIRMAN ULMER: But I think it's very clear why we're here.

MR. STEWART: Right.

CHAIRMAN ULMER: We have some specific violations, some specific reports, --

MR. STEWART: Sure.

CHAIRMAN ULMER: -- and we're really wasting everybody's time talking about what great work he does. I appreciate that. Okay? That helps the automotive industry. But the dismay that his business is in hurts the automotive industry much more than doing great work, and it hurts the community, it hurts the environment, it hurts all of these things, and those things have not been taken care of.

Do you have anything to present us to show that these reports are not accurate?

MR. STEWART: I mean we've presented 20 pictures and the testimony of Eid and his witness here. I mean I think that it speaks for itself. I mean I think that when you compare the before pictures, the first pictures that Officer Vaughn ever took, and the pictures that were taken yesterday, it's night and day.

CHAIRMAN ULMER: Right.

MR. STEWART: It's night and day.

CHAIRMAN ULMER: You were here for the first hearing, correct?

MR. STEWART: Yes.

CHAIRMAN ULMER: And you remember us specifically speaking of and saying this business has to be 100 percent when you come back?

MR. STEWART: Right, I do.

CHAIRMAN ULMER: And do you agree now that we've had more than twice as much time as was initially allotted for that?

MR. STEWART: Right. Yes.

CHAIRMAN ULMER: Okay. We -- this board told Mr. Eid we have no problem, we'll give you another continuance. Okay? So we did that. And now he's had more than twice the amount of time that you originally gave him.

MR. STEWART: Right.

CHAIRMAN ULMER: And do you feel like his business is a hundred percent to compliance?

MR. STEWART: I feel like he's in compliance, yes.

CHAIRMAN ULMER: You feel like -- so you feel like that solid fence meets that ordinance that I read to you?

MR. STEWART: I feel like it meets -- it's substantially in compliance, that it meets the purpose of the ordinance.

CHAIRMAN ULMER: So -- but it doesn't meet the description of a solid fence.

MR. NUNN: I --

CHAIRMAN ULMER: Do you have something to add?

MR. NUNN: I had a quick question. I didn't know about his fence situation or anything, but I have -- I have those slats you're talking about. I can tell him where to get them at. There's a Foster Fence Company off of Highway 90 --

CHAIRMAN ULMER: Well, unfortunately, I think we're beyond that point.

MR. NUNN: Yeah.

CHAIRMAN ULMER: That should have been done a month ago, because that was really the alternative.

MR. NUNN: Well, if he knew the definition, he

probably could have got them correctly, but --

OFFICER VAUGHN: It's his responsibility.

MR. NUNN: -- if he didn't know --

CHAIRMAN ULMER: We made it clear.

MR. NUNN: Yeah.

CHAIRMAN ULMER: It was very clear in the first meeting --

MR. NUNN: Right.

CHAIRMAN ULMER: -- what that definition was.

MR. NUNN: Yeah, I can tell him where to get them.

MR. SANCHEZ: I have a question. This is Benjamin Sanchez, for the record. Do we have a copy of the notice of violations from the last hearing from which this was continued?

OFFICER VAUGHN: Yes.

SGT. PROVOST: Yes.

CHAIRMAN ULMER: You mean the initial hearing?

MR. SANCHEZ: When did the last hearing --

CHAIRMAN ULMER: Two hearings ago.

SGT. PROVOST: Is that the one from March 24th?

OFFICER VAUGHN: Yeah, yeah.

MR. SANCHEZ: Whatever the basis of the hearing is.

CHAIRMAN ULMER: March 24th, yes.

MR. STEWART: I mean I've seen -- I've seen violations for weeds, which he specifically addressed by hiring an outside contractor to do that, even though he's in a unit that is supposed to be maintained.

I've seen violations for parts on the floor, which there's not a single part on the floor.

I've seen violations for rat harborage, and there's no rat harborage.

I've seen tickets or violations for a cat or a dog, and there's no cat or a dog in his shop.

OFFICER VAUGHN: But there was when the tickets were written.

MR. STEWART: Right, but there's --

OFFICER VAUGHN: Okay.

MR. STEWART: -- none yesterday, right?

OFFICER VAUGHN: Okay. I just want to make sure --

CHAIRMAN ULMER: You're saying these are things that have been corrected?

MR. STEWART: Right. I'm saying he's taken extensive remediation measures here. He really has. I've seen tickets for illegal disposal of waste where there was some runoff, and he's corrected all of that. Or violations that were marked on here.

I've seen violations for illegal dumping, and

there's no illegal dumping, no garbage piled up, no nothing. He's talked to his neighbors, and he's worked with the neighbors to make sure that they're trying to keep their trash in a little bit better order, because there's -- what is it, a meat market next to it that --

MR. ELIAS: They did see.

MR. STEWART: -- keeps their stuff --

MR. ELIAS: He never take no picture for it.

MR. STEWART: -- messy.

MR. ELIAS: Yesterday they take picture of my stuff.

MR. STEWART: They've --

CHAIRMAN ULMER: That officer --

MR. ELIAS: They didn't take picture for that.

CHAIRMAN ULMER: That officer is not charged with taking care of a meat market. Remember --

MR. STEWART: They've given him violations for having cars parked on the street, and there weren't cars parked on the street to be worked on or anything like that.

His workers are authorized to park along the curb for a less than 24-hour period just like anybody else in the city of Houston can.

I've seen numerous violations that have all been corrected, and right now we're arguing over whether or

not this is -- you know, whether this fence meets the statutory definition for the most part.

MR. SANCHEZ: Counsel, this is Benjamin Sanchez again for the record. We should all identify ourselves since we do have a court reporter and not talk over each other when we're doing this.

The violation notice that originally set this hearing in place, there was an agreement, was there not, that all the violations in this notice would be complied with, correct?

MR. STEWART: We had discussed that, yes.

MR. SANCHEZ: And, in fact, you and your client had agreed to do that within a certain amount of time, correct?

MR. STEWART: Yes, we're -- we're --

MR. SANCHEZ: Okay. So what -- I'm just going to go through these one by one real quick. I'm not going to go over all --

MR. STEWART: Sure.

MR. SANCHEZ: -- the evidence. It seems that one of the violations was several vehicle parts scattered on the ground. I don't see that as a violation. So we can assume that violation is correct. No. 3 says that there should be no excess grass or weeds. I don't see any violations. So I assume that's correct. No. 4 says

that there should be a register of each repair the person has made to the -- to the vehicles, a description of each motor vehicle that is repaired. I believe that is correct. I don't think that is the registration you're talking about now, correct?

OFFICER VAUGHN: Correct.

MR. SANCHEZ: Then we also had the violation regarding maintaining documentation on the vehicles being repaired in your place of business. I don't think that's a current violation, correct?

OFFICER VAUGHN: No.

MR. SANCHEZ: So while we're here -- so what we're here on really, even though there may be new violations, the agreement was that he was supposed to take care of these violations within a certain amount of time. What we're still left with, though, is violation No. 1, which is the fence, correct?

OFFICER VAUGHN: That is correct.

MR. SANCHEZ: And you would agree that even though these other violations have been fixed, you still didn't fix the fence, correct?

MR. STEWART: I disagree with that analysis. I think he's substantially in compliance, and I think he's doing what he physically can do to abide by it.

MR. SANCHEZ: Well, I will tell you that the

ordinance -- the -- there is no substantial compliance standard, but certainly the board is free to take this, and, you know, we've done this before, but it's up to the board as to whether or not the fact that he's improved on some but not all, but I want to make it clear, since we do have an attorney here and we do have a court reporter here, that the -- he hasn't been given a notice of hearing on the new citations, correct?

OFFICER VAUGHN: Yes, he got new citations yesterday.

MR. SANCHEZ: Right, but he had not received a notice of hearing on that?

OFFICER VAUGHN: Oh, no.

MR. SANCHEZ: So what we're here on -- in essence, what we're here on is the fence now? So I appreciate the fact that we've gone over all these other violations, and I guess we could consider it, but we're not really here on those violations.

So the question, I think, that this board has to answer for now, because these other violations may come up for a hearing, but they're not before us now, is whether or not we revoke the license because he still doesn't have a fence that meets the ordinance definition of the fence.

So with that respect, I think we could pretty

much narrow the focus of our hearing and try to get to a conclusion.

CHAIRMAN ULMER: And I think, to add to that just a little bit, that is a twofold issue. If he does not have vehicles that are held over 30 days, he doesn't have these fence issues. So he could have done either one of two things, construct a fence or not hold cars over 30 days. It was made very clear.

As Mr. Eid has testified here today, he literally -- the vehicles that he spoke about, does not have them behind what he calls a solid fence, and he left them out front, because he said they looked okay, so he could park them in the parking lot. But they were over 30 days. They are three, four, five months. Some of them from prior to this hearing even.

And those vehicles are not -- have not been put behind anything solid, not been put inside. They've been left out. Correct, Mr. Eid?

MR. ELIAS: That's only car --

CHAIRMAN ULMER: That's what you testified earlier.

MR. ELIAS: That's only car I'm going for parts, that's it. It's next to the shop, next to the corner.

CHAIRMAN ULMER: Right, but those vehicles are not behind any solid fence. They're out in the parking

lot.

MR. ELIAS: It's not solid fence next to it. It's like it's all --

MR. STEWART: His question is those four cars.

MR. ELIAS: -- all like --

MR. STEWART: Those four cars that you were --

MR. ELIAS: -- three, and nobody can see through it. Only the officer tell me when he come and look at it that he says I see --

CHAIRMAN ULMER: But the cars are not behind that?

MR. ELIAS: No, it's --

CHAIRMAN ULMER: They're out in --

MR. ELIAS: -- not behind the fence --

CHAIRMAN ULMER: -- the parking lot, right?

MR. ELIAS: Behind the bush.

CHAIRMAN ULMER: Behind the bush?

MR. ELIAS: Yeah. It's a nice bush in the front, and we had --

CHAIRMAN ULMER: Okay. But the cars are in the parking lot, correct?

MR. ELIAS: In the parking lot.

CHAIRMAN ULMER: Okay.

LT. HITZMAN: You understand the ordinance doesn't give an exception because you -- you think it's

a nice car or because you're waiting on parts? It says if it's more than 30 days, it has to be behind the fence. That's just what we're trying to get you to understand. It doesn't give an exception because it's a nice car and you can park it up front all the time.

MR. ELIAS: I'll move it. I'll move it.

CHAIRMAN ULMER: Do y'all have any additional information to add, or do we have any additional comments or questions from the board?

MR. STEWART: I think that's it. I mean in a nutshell, just to wrap up, you know, he's doing everything he can to try and fix all these issues. He's fixed numerous issues. There's numerous things that are no longer even on the radar here as board member Sanchez addressed here.

We just -- you know, if it's going to require slats in the fence, then I'll get him to go put slats in the fence. I mean it is what it is, so -- get him to move those four cars that are out front. But he's in substantial compliance with the law. He's doing his very best every day to run a good shop, a fair shop, a clean shop and to abide by all the laws of the City of Houston and to make sure that it's a shop that we can be proud of in our neighborhoods and in our city.

He helps people every day. One of the reasons he

had these cars is because, you know, like he was discussing, you know, he would work with people on payments.

And I understand that maybe that's not something that -- that he should be doing, but out of the goodness of his heart, that's what he's doing. He's trying to help people.

MR. SANCHEZ: Okay. Counsel, may I ask point-blank what it is you're seeking here today?

MR. STEWART: We're seeking to allow him to stay in business.

MR. SANCHEZ: But what is -- what is your specific request?

MR. STEWART: My specific request is that this board take all of these factors into consideration and to basically rule that he may continue to do business then.

MR. WANG: Mr. Chairman, I remember --

MR. STEWART: And to not revoke his ability to do business.

MR. WANG: His -- by my memory, because we worked together to solve this case, we clearly say comply all ordinance, --

CHAIRMAN ULMER: You've got to speak up.

MR. WANG: -- not only for the violation, which

that means on March he maybe have 10 violation. He correct eight violation, but he make another five, six new violation. Okay? On that day we says all the violation, and made that clearly, including it's not there. We say all the violation -- violation, because Officer Vaughn make it clear, he said he's not -- he's good technician, he's good shop, but that location no way to qualify all the City ordinance. There's no way in this shopping center to make a legal shop. Okay? But still we'll give him 30 days to make clearly for everything.

Lawyer Sanchez say only count the first time the violation he correct, and the new violation we cannot count. I don't think this is the agreement we make on that time.

MR. SANCHEZ: Well, my concern, Chairman Wang, is that we want to protect the board's decision, and we want to make sure that the record is clear so that there are no issues on appeal, because, obviously, we have a court reporter here.

So I would urge the board that if we're going to revoke his license, that we do so on the violation of the fence, which is clearly noticed, and that we not -- it would be my request that we not on the record consider other things other than the violations that

were already noticed.

With that -- with that said and with the counsel's request that we not revoke, I'm going to make a motion that we do revoke.

CHAIRMAN ULMER: I have a motion that we revoke the -- we deny the appeal -- no, it's not an appeal. It's a revocation. So that we have a motion that we continue the revocation. Do I have a second for that motion?

MR. WANG: It's not an appeal?

CHAIRMAN ULMER: It's not an appeal. It's a revocation. So Mr. Sanchez is making a motion to revoke his automotive repair facility license.

MR. WANG: Okay. I second.

CHAIRMAN ULMER: Mr. Wang seconds that motion. All in favor of that motion?

[All members present raised their hands]

Anyone opposed to that motion?

No one's opposed.

All right. Mr. Eid, your license has been revoked at this point in time. You can do no new business. You can complete the business that you have on hand right now, today, and you will have to be able to document that you're only completing business that you have on hand today. Okay? Do you understand that?

You do not have a license to take in any new business. You can complete only the vehicles that you actually have today.

MR. STEWART: We'd ask to be provided a full copy of the file of everything, of all the exhibits and documents and everything.

CHAIRMAN ULMER: What we will provide you with today is a letter that explains the revocation.

MR. STEWART: Sure.

CHAIRMAN ULMER: You can request any documents that you want in writing under the Open Records Act, but this wouldn't be the proper place to do that. So any documents that you do want, please request those -- go through the Open Records Act.

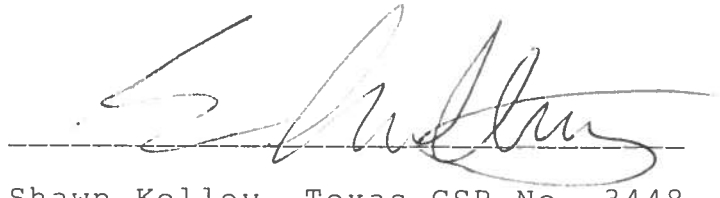
REPORTER'S CERTIFICATION

I, Shawn Kelley, Certified Shorthand Reporter No. 3448 in and for the State of Texas, hereby certify to the following:

That the transcript of the City of Houston Automotive Board hearing is a true record of the City of Houston Automotive Board hearing.

I further certify that I am neither counsel for, related to, nor employed by any of the parties in the matter in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the matter.

Certified to by me this 4th day of September, 2014.



Shawn Kelley, Texas CSR No. 3448
Expiration Date: 12-31-15
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LAWYERS NOTES

PAGE	LINE	

City of Houston
Automotive Board

Tuesday, April 8th, 2014

Hearing for:
Mr. Elias Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1
Houston, TX 77099

EXHIBIT SUMMARY

Exhibit A	Notice of Violations
Exhibit B	Notice to Appear
Exhibit C	Notice of Rights of Appeal
Exhibit D	Copy of Automotive Repair Facility Application/Deed Restriction
Exhibit E	Copy of Certificate of Occupancy
Exhibit F	Copy of DBA/Assumed Name
Exhibit G	Copy of ARF License
Exhibit H	Copies of Inspection Forms and Contact Plus data dated 5/31/12, 11/14/12, 12/18/12, 2/28/13, 10/16/13, 12/5/13, 1/14/14 and 4/7/14
Exhibit I	Photos taken 12/5/13, 1/14/14, & 4/7/14
Exhibit J	Supervisor follow-up dated 2/8/14

CITY OF HOUSTON

Automotive Board

P. O. Box 3408, Houston, Texas 77253-3408 832/394-4800
FAX 832/394-4801

Annise Parker, Mayor

MEMBERS: Shelly Richardson, Erma Palmer, Mazen Allaham, Benjamin Sanchez, Owen Wang, Tim Straney,
CHAIRMAN: Ken Ulmer, SENIOR ASSISTANT CITY ATTORNEY: Tracey Calabrese, SECRETARY: Lieutenant D. F. Hitzman

Mr. Elias Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1.
Houston, Texas 77099

I, the undersigned, hereby acknowledge receipt of a notice to appear before the City of Houston Automotive Board on Tuesday, April 8th, 2014 at 10:00 a.m. at the Houston Permitting Center, 1002 Washington Ave. (basement level), Houston, Texas 77002.

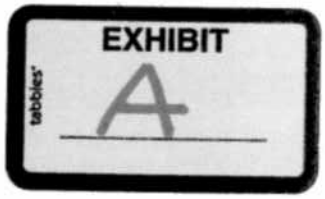
This notice is in regards to a hearing on Automotive Repair Facility license #101835 for Eid Car Care located at 9650 S. Kirkwood Dr. A-1, and was hand delivered to me by a representative of the Houston Police Department Auto Dealers Detail.

EID ELIAS
Signature

Officer's Signature

3-26-14
Date





CITY OF HOUSTON

Automotive Board
P. O. Box 3408, Houston, Texas 77253-3408 832/394-4800
FAX 832/394-4801

Annise Parker, Mayor

MEMBERS: Shelly Richardson, Erma Palmer, Mazen Allaham, Benjamin Sanchez, Owen Wang, Tim Straney,
CHAIRMAN: Ken Ulmer, SENIOR ASSISTANT CITY ATTORNEY: Tracey Calabrese, SECRETARY: Lieutenant D. F. Hitzman

Mr. Elias Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1.
Houston, Texas 77099

I, the undersigned, hereby acknowledge receipt of a notice to appear before the City of Houston Automotive Board on Tuesday, July 8th, 2014 at 9:00 a.m. at the Houston Permitting Center, 1002 Washington Ave. (basement level), Houston, Texas 77002.

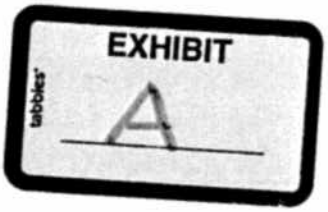
This notice is in regards to a hearing on Automotive Repair Facility license #101835 for Eid Car Care located at 9650 S. Kirkwood Dr. A-1, and was hand delivered to me by a representative of the Houston Police Department Auto Dealers Detail.

EID ELIAS
Signature

Officer's Signature

06-25-14
Date





CITY OF HOUSTON

Automotive Board
P. O. Box 3408, Houston, Texas 77253-3408 832/394-4800
FAX 832/394-4801

Annise Parker, Mayor

MEMBERS: Jerry Sutton, Ryan Winkelmann, Shelly Richardson, Erma Palmer, Mazen Allaham, Benjamin Sanchez, Owen Wang, Tim Straney,
CHAIRMAN: Ken W. Ulmer, SENIOR ASSISTANT CITY ATTORNEY: Tracy Calabrese, SECRETARY: Lieutenant D. F. Hitzman

NOTICE OF VIOLATION

March 24th, 2014

Mr. Elias Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1
Houston, Texas 77099

Dear Mr. Eid:

This letter is to inform you that you are requested to appear before the City of Houston Automotive Board, on Tuesday, April 8th, 2014, at 10.00 a.m. at the Houston Permitting Center, 1002 Washington Ave. (basement level), Houston, Texas 77002.

At this meeting, the Houston Police Department is asking that your Automotive Repair Facility license #101835 for Eid Car Care, located at 9650 S. Kirkwood Dr. A-1, be revoked for 2014, renewal thereof denied, or in the alternative that your license be suspended for the below listed violations of the Code of Ordinances, Houston, Texas.

Violation #1: On February 28, 2013, December 5, 2013, January 14, 2014, and February 8, 2014, your business was inspected and found to be in violation of Section 8-30(d), which states:

> *"Fencing wall requirements. Each area utilized for the keeping or storing of used automotive parts and/or used accessories by an automotive business dealing in used parts and used accessories or each area that is utilized for the keeping, storing, dismantling, cutting up, stripping or otherwise wrecking of any discarded, abandoned, junked, wrecked or otherwise disabled automotive vehicles upon any automobile wrecking and salvage yard or any automotive repair facility within the city shall be completely surrounded and enclosed by a solid fence or wall as follows:*
>
> *(1) Any side of such yard which extends generally parallel to, and within one hundred (100) feet of any public street right-of-way shall be bound by a solid fence or wall at least eight feet in height.*
> *(2) All sides of such yard not included in (d)(1) above shall be bounded by a solid fence or wall at least six feet in height.*

On these dates, officers found your business was not completely surrounded and enclosed by a solid fence.

Violation #2: On May 31, 2012, November 14th, 2012, October 16th, 2013, December 5th, 2013, and January 14th, 2014, your business was inspected and found to be in in violation of Section 8-30 (i)(2), which states:

> *"All automotive vehicles, parts and materials stored in any automotive wrecking and salvage yard, automotive repair facility, or automotive business dealing in used parts and used accessories must be stored at least six (6) inches above the surface of the yard. A motor vehicle stored in its normal upright position shall be deemed to be stored in compliance with the foregoing requirement if all portions of the body floor plan of the vehicle are situated at least six (6) inches above the lot surface, regardless of the height of wheels, tires, brake components, axles and suspension components that are attached in their normal manner to the vehicle and regardless of the height of wheels, tires or other devices used to elevate the vehicle."*

On these dates, officers found several vehicle parts scattered on the ground throughout the business. These parts were not elevated (6) inches from the surface.

Violation #3: On May 31st, 2012, your business was inspected and found to be in violation of Section 8-30(j), which states:

> *"It shall be unlawful for the owner or operator of an automotive wrecking and salvage yard, automotive repair facility or automotive business dealing in used parts and used accessories to allow grass or other vegetation to grow to a height of more than nine (9) inches above the ground."*

On this date, officer found several areas on the property that had grass and weeds in excess of (9) inches above the ground.

Violation #4: On May 31st, 2012, February 28th, 2013, and January 14th, 2014, your business was inspected and found to be in violation of Section 8-30 (l) which states:

> *"Compliance with regulations and ordinances. All automotive wrecking and salvage yards, and all automotive repair facilities and all automotive businesses dealing in used parts and used accessories must at all times be in full compliance with all city ordinances regarding health and safety, including specifically without limitation, all requirements of the Fire Code."*

On these dates, officers found the location in violation of the following codes:

> *"Sec. 2305.003. Register of Repairs. (a) A person subject to this subchapter shall maintain a register of each repair the person makes to a motor vehicle. The register must contain a substantially complete and accurate description of each motor vehicle that is repaired.*

(b) This section does not apply to a repair having a value of $1 or less."

"Sec. 2305.006. Maintenance of Records. (a) All records required to be maintained under this subchapter shall be kept until at least the first anniversary of the date the record is made.
(b) The registers required by Sections 2305.003 and 2305.004 shall be maintained in a clear and intelligent manner in a well-bound book or an electronic record keeping system and kept in a secure place in the office or place of business where the work is performed or the business is conducted."

On these dates, officers observed that your business failed to maintain documentation on the vehicles being repaired in your place of business.

Your right to appeal the decision of the Automotive Board is summarized in the "Rights of Appeal" letter" issued to you and dated March 25th, 2014.

Sincerely,

D. F Hitzman, Lieutenant
Auto Dealers Detail

DFH/rys

EXHIBIT B

CITY OF HOUSTON

Automotive Board
P. O. Box 3408, Houston, Texas 77253-3408 832/394-4800
FAX 832/394-4801

Annise Parker, Mayor

MEMBERS: Shelly Richardson, Erma Palmer, Mazen Allaham, Benjamin Sanchez, Owen Wang, Tim Straney,
CHAIRMAN: Ken Ulmer, SENIOR ASSISTANT CITY ATTORNEY: Tracey Calabrese, SECRETARY: Lieutenant D. F. Hitzman

NOTICE TO APPEAR

March 25th, 2014

Mr. Elis Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1
Houston, Texas 77099

Dear Mr. Eid:

This letter is to inform you that you are requested to appear before the City of Houston Automotive Board, on Tuesday, April 8th, 2014 at 10.00 a.m. at the Houston Permitting Center, 1002 Washington Ave. (basement level), Houston, Texas 77002.

At this meeting, the Houston Police Department is asking that your Automotive Repair Facility license #101835, Eid Car Care, located at 9650 S. Kirkwood Dr. A-1, be revoked for 2014, renewal there of denied, or the alternative that your license be suspended.

This action is based on the "Notice of Violation" letter issued to you and dated March 25th, 2014. The facts surrounding the listed violation will be presented to the Automotive Board for their consideration at the above hearing. Following the presentation of the violation, you will be allowed to present your defense. Should you fail to appear, the Automotive Board will render their decision based on the presentation of the violation.

Your right to appeal the decision of the Automotive Board is summarized in the "Rights of Appeal" letter" issued to you and dated March 25th, 2014.

Sincerely,

D. F. Hitzman, Secretary
Houston Automotive Board

DFH/rys
Hand Delivered

EXHIBIT
tabbies
C

CITY OF HOUSTON

Automotive Board
P. O. Box 3408, Houston, Texas 77253-3408 832/394-4800
FAX 832/394-4801

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MEMBERS: Shelly Richardson, Erma Palmer, Mazen Allaham, Benjamin Sanchez, Owen Wang, Tim Straney,
CHAIRMAN: Ken Ulmer, SENIOR ASSISTANT CITY ATTORNEY: Tracey Calabrese, SECRETARY: Lieutenant D. F. Hitzman

NOTICE OF RIGHTS OF APPEAL

March 25th, 2014

Mr. Elis Eid
9650 S. Kirkwood Dr. A-1
Houston, Texas 77099

Dear Mr. Eid:

Section 8-66 of the Code of Ordinances, Houston, Texas, allows you to appeal a decision of the Automotive Board to City Council. As Chairman of the Automotive Board, it is my duty to inform you of the following requirements for such an appeal:

1) A certified court reporter is required to prepare a record in order for there to be an appeal to the City Council.
2) You must request, in writing, the presence of your certified court reporter at the hearing not less than twenty-four (24) hours prior to the hearing.
3) You must agree to pay all costs of the certified court reporter, including preparation of transcripts for appeals to City Council.

For a complete explanation of your right to appeal, please read Section 8-66 and Section 2-2, Rule 12, of the Code of Ordinances, Houston, Texas.

Please send a copy of your written request for the presence of a certified court reporter to the Auto Dealers Detail, P.O. Box 3408, Houston, Texas 77253-3408.

If you have any questions concerning this matter, please call Lieutenant D. F. Hitzman at (832) 394-4800. Lieutenant Hitzman is the Secretary to the Automotive Board.

Sincerely,

Ken W. Ulmer

Ken Ulmer, Chairman
Houston Automotive Board

CITY OF HOUSTON

APPLICATION FOR LICENSE TO DEAL IN
MOTOR VEHICLES, TRAILERS, MOTOR VEHICLE PARTS AND ACCESSORIES
(Print or type all information)

EXHIBIT
tabbies
D

Application is hereby made to you for a/an APP License (See back for proper license name), and, in this behalf the following is made:

1. BUSINESS NAME EID car care
(Attach copy of assumed name certificate.)
2. ADDRESS OF BUSINESS 9650 Kirkwood, suite A-one ZIP CODE 77099
MAILING ADDRESS same 9650 Kirkwood # A-1 ZIP CODE 77099
3. Date business began at this location 9-1-11 PHONE # 281-575-8568
4. Applicant is (✓) owner ( ) lease holder of property? If lease holder, give name/s and address/es of person/s from whom you are leasing:
(Attach to this application a copy of the lease agreement or property deed, an engineered survey, and legal description of the property.)
5. If application is for an Automotive Storage Lot or Salvage Yard License, is your business property line within three hundred feet (300') of the property line of a church, school or residence? Yes (✓) or No ( ). N/A
6. IF SOLE OWNER, LIST BELOW. IF PARTNERSHIP, LIST NAMES OF ALL PARTNERS; IF CORPORATION, LIST NAMES AND TITLES OF THE OFFICERS OF THE CORPORATION; IF MARRIED, GIVE NAME OF SPOUSE. (Attach copy of corporate or partnership agreement.)

IMPORTANT! PLEASE FILL IN ALL REQUIRED INFORMATION

A. FULL NAME EID HAS ELIAS TDL # 14677271 SS# 071-76-6855
HOME ADDRESS 7038 clustering oak ct PHONE # 832-633-5725
RACE W SEX M HEIGHT 5-5 WEIGHT 190 DOB 05-2-64 PLACE OF BIRTH Amman, Jordan

B. FULL NAME _____ TDL # _____ SS# _____
HOME ADDRESS _____ PHONE # _____
RACE _____ SEX _____ HEIGHT _____ WEIGHT _____ DOB _____ PLACE OF BIRTH _____

C. FULL NAME _____ TDL # _____ SS# _____
HOME ADDRESS _____ PHONE # _____
RACE _____ SEX _____ HEIGHT _____ WEIGHT _____ DOB _____ PLACE OF BIRTH _____

E Initials 7. Has/have Applicant/s been in jail or prison for conviction/s within the last seven (7) years? Yes ( ) No (✓)
If "yes", which applicant/s? _____

E Initials 8. Has/have Applicant/s been convicted within the past seven (7) years of Felony/ies or Misdemeanor/s, include DWI, but not traffic? Yes ( ) No (✓)
If "yes", for what, where and when: _____

E Initials 9. Has/have Applicant/s received probation/parole for any of the above convictions? Yes ( ) No (✓) If "yes", explain: _____

E Initials 10. Are you in compliance with all deed restrictions that apply to your business address? Yes (✓) No ( )
(Attach copy of city occupancy permit.)

E Initials 11. Previous business occupation/s for the past five years (Company, Location and Type): wildcrest auto center
Houston, TX

E Initials 12. **I understand that this application is an official government record. I understand that knowingly making a false entry or omitting required information in one or more of the above fields could result in criminal charges and the denial/revocation of my license.**

Date Application Made 8-31-11 (X) EID ELIAS
Signature & Title

(X) _____
Signature & Title

State of Texas
County of Harris

Eid Elias, personally appeared before me, and being first duly sworn declared that he/she signed this application in the capacity designated, if any, and further states that he/she has read the above application and the statements therein contained are true.

Subscribed and sworn to before me this the 31st day of August 2011

SHANNON
NOTARY PUBLIC

THE STATE OF TEXAS

COUNTY OF HARRIS

Deed Restriction and Law Compliance Affidavit

Before me the undersigned authority on this day personally appeared

EID HAJ EISAS

(type or legibly print name of affiant)

who being first duly sworn by me deposed and said:

I understand and agree that it is my responsibility to comply with all deed restrictions and city, state, and federal laws, regulations or ordinances concerning any activity authorized by the license, permit, or certificate, requested in the application to which this affidavit appertains and concerning any land or place where such activities may be conducted.

I also understand and agree that the City of Houston by issuing the license, permit or certificate for which I am applying does not excuse or approve of any violation of deed restrictions, or of city, state, or federal laws, regulations or ordinances and that the license, permit, or certificate will be void in the event that it is used in violation thereof.

I fully understand that if the permit, license or certificate for which I applying is issued, the City of Houston or any other appropriate entity may institute legal proceedings against me if I violate any deed restriction, or any city, state or federal law, regulation or ordinance.

To the extent that this affidavit is made on behalf of a corporation or for the benefit of any persons other than myself, I certify that I have fully advised them of the extent of this affidavit and that I am duly authorized to execute the same as the act and deed of the applicant or persons.

To certify which, witness my hand and seal of office this 31st day of August, 20__.

RACHEL Y SHANNON
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
9/18/2012

Notary Public in and for
the State of Texas

My Commission expires:

_____

T:Files:Forms:Deed



CERTIFICATE OF OCCUPANCY

Owner or Occupant: AUTO MECHANIC

This Certificate of Occupancy must be posted in a conspicuous place on the premises and authorizes the Building(s) or Structure(s) to be occupied at:

7800	S KIRKWOOD ST	REAR		
street no.	street name	suite	lot	block

CONVERT RETAIL TO AUTO MECHANIC LEASE

occupancy use — acc. ideal

		08/03/94	2	B1	N
subdivision	stories	date	type	group	rating

The work listed hereon has been duly inspected and found to comply with all of the City of Houston Building Code requirements for the occupancy group and use shown. This Certificate covers ONLY the work described above; therefore other portions of the building may not have been inspected and may not (and are not required to) comply with all portions of the City of Houston Building Code. THIS CERTIFICATE DOES NOT CERTIFY COMPLIANCE WITH THE 'AMERICANS WITH DISABILITIES' ACT.

Project Number: 94011962
File number:

Prepared by MEDINA

CITY OF HOUSTON TEXAS

[illegible]illiams, Building Official 08/03/94

City of Houston Department of Public Works & Engineering
Code Enforcement

Applicant, by the making execution and submitting of application to the Public Works & Engineering Department of the City of Houston, Texas represents and warrants that the proposed construction described in said application is not in violation of or contrary to any deed restriction or covenant running with the land relating to the addition or subdivision, if any, in which the herein described lot, tract or parcel of land is situated.

The applicant further represents and warrants to the City of Houston, Texas and to the property owners lying and situated within the addition or subdivision in which the herein tract of land is situated, that such application, and the erection of the herein described construction and the eventual use thereof will not be used for any purpose which is prohibited by the deed restrictions or covenants running with the land within such subdivision or addition.

Applicant accepts this building permit subject to the foregoing representation and warranties and agrees that if such construction or use be in violation of any deed restrictions or covenants running with the land that such building permit shall automatically become void and of no effect without the necessity of any action on the part of the City of Houston, Texas or any property owner.

Date: 24-SEP-2013						Receipt No.: 5483857	Proj. Type: REMDL	Project No.: 13096870	
Occupant: *EID CAR CARE						Sprinklers: %	Type:		
Address: 9650 S KIRKWOOD RD						Space: BLDA1	TID No.: - - -		
City: HOUSTON	Zip Code: 77099	County: HARRIS	Bldgs: 1	Units:	Story: 1	Occ. Gp: 2	Zone:		
Contractor: *EID CAR CARE						Lic. No.:	Phone: 2815758568		
Applicant:						Lic. No.:	Phone:		
Use: DUP/CONVERT RETAIL TO AUTO MECHANIC LEASE 1200/940115									

CERTIFICATE OF OCCUPANCY

M U L T I P L E P E R M I T

POINT OF SALE 0046398 $100.42

TOTAL FEE 26.42

Permit Fee .00

Processing Fee 26.42

*OB*B2 1 STORY OCCUPANCY, INSP

TOTAL FEE 74.00

Permit Fee 74.00

1 REQ FOR DUPE

74.00

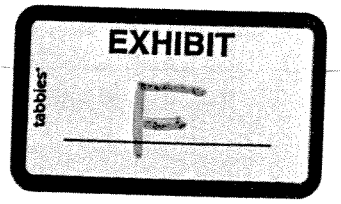
Please participate in this survey http://www.research.net/s/HWVR7J6

POST THIS PERMIT AT JOB LOCATION

FOR INSPECTION CALL:

Building Inspections	832-394-8840	Occupancy Inspection	832-394-8880
Electrical Inspections	832-394-8860	Utility Release	832-394-8847
Boiler A/C Inspections	832-394-8850	Plumbing Inspection	832-394-8870
Mobil Homes	832-394-8842	Plan Review	832-394-8810
Sign Administration	832-394-8890	Interactive Voice System	713-222-9923

An inspection must be called within 180 days of purchase or this permit will lapse. After 360 days of purchase a new permit may be required per section 105.5 of the Building Code, or the expiration date specified on the Permit or Report. Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions, or supercede any orders issued by the D. B. Hearing Office.



OFFICE OF
STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS

B494316
05/23/2011 CHIMNEYROCK
$16.00 ASSUMED

This is to acknowledge receipt of certificate of operation under Assumed Name which was filed in my office for
EID CAR CARE,
under the file number as shown on the cash register validation above, and indexed in the Assumed Name Records as prescribed by law.

The certificate shows

01. **ELIAS, EID HAJ**

to be the owner(s) of said business.

The period (not to exceed 10 years) during which the assumed name will be used is shown as MAY 23, 2011 through MAY 23, 2021.

Whenever there is a change of ownership, a withdrawal certificate shall be executed and duly acknowledged by the person or persons so withdrawing from or disposing of their interest in said business. Until such certificate has been filed, they shall remain liable for all debts incurred in the operation of said business.

Stan Stanart
County Clerk, Harris County

Sharon Cains Bogany
SHARON CAINS BOGANY Deputy

Form No. D-02-02 (Rev. 01/03/05)

CITY OF HOUSTON, TEXAS

CITY LICENSE

NO. 1018350914

$ 470.00

RENEWAL

IN ACCORDANCE WITH THE CODE OF ORDINANCES, HOUSTON, TEXAS, A LICENSE IS HEREBY GRANTED FOR THE PERIOD OF 09/24/13 TO 09/30/14 TO:

EID CAR CARE

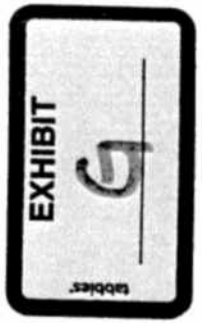
DBA: 09650 S KIRKWOOD DR A-1
9650 S KIRKWOOD DR
HOUSTON, TX 77099

TO PURSUE THE OCCUPATION OF: AUTOMOTIVE REPAIR FACILITY

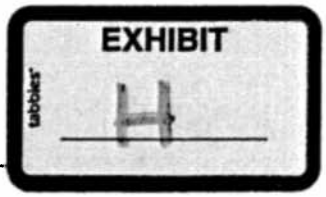
WITHIN THE CORPORATE LIMITS OF THE CITY OF HOUSTON. THE ISSUANCE OF THIS PERMIT, LICENSE OR CERTIFICATE DOES NOT CONSTITUTE APPROVAL BY THE CITY OF HOUSTON FOR THE VIOLATION OF ANY DEED RESTRICTION, OR ANY CITY, STATE AND FEDERAL LAWS, REGULATIONS, OR ORDINANCES. EACH HOLDER AND OTHER PERSON ACTING UNDER AUTHORITY OF THIS PERMIT, LICENSE OR CERTIFICATE IS PERSONALLY RESPONSIBLE FOR COMPLYING WITH THE DEED RESTRICTIONS AND CITY, STATE AND FEDERAL LAWS RELATING TO THE ACTIVITY CONTEMPLATED BY THIS PERMIT, LICENSE OR CERTIFICATE.

C. A. MCCLELLAND, CHIEF OF POLICE
BY AIDE G DURAN

2014(POST CONSPICUOUSLY)



Notes for: Eid Elias of Eid Car Care



Date	Time	Who	Memo
5/31/2012	10:25 AM	RS	Business Inspected:Follow up Inspection: ON THIS DATE AND THE FOLLOWING VIOLATIONS WERE NOTED: AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD HIGH WEEDS IN EXCESS OF 9 I INCHES FAIL TO MAINTAIN ACCURATE RECORDS THE OWNER HAVE BEEN WARNED IN THE PAST ABOUT THE EXCESSIVE AMOUNT OF VEHICLES PARKED AT HIS BUSINESS, IN THE FRONT AND THE REAR. IT WAS ALSO NOTED THAT THE VEHICLES BEING REPAIRED INSIDE THE GARAGE (7), ONLY 2 HAVE A WORK ORDER. OWNER HAD WORK ORDERS ALL OVER THE PLACE AND MANY WERE NO PROPERLY COMPLETED. A THIRD INSPECTION WILL BE CONDUCTED.

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
11/14/2012	3:40 PM	RS	Follow up Inspection: ON THIS DATE AND IT WAS NOTED THAT THE PLACE WAS IN TERRIBLE SHAPE. VEHICLES PARKED ALL OVER THE STRIP CENTER THAT WERE BEING REPAIRED BY THE OWNER. AUTOMOTIVE PARTS ALL OVER THE REAR OF THE BUSINESS ALONG WITH OIL CONTAINERS ON THE GROUND THAT WERE COMPLETELY FULL OF OLD OIL FILTERS. THIS IS THE SECOND WARNING. CITATIONS WILL BE ISSUED FOR ANY VIOLATIONS NOTED ON NEXT INSPECTION. OWNER STATED THAT HE WILL BE MOVING DUE TO NOT HAVING ENOUGH SPACE AT THIS LOCATION.

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
12/18/2012	12:40 PM	RS	Follow up Inspection: ON THIS DATE AND IT WAS NOTED THAT THE OWNER HAVE REMOVED SEVERAL VEHICLES, HOWEVER, THERE ARE MORE THERE NOT BEHIND A SOLID FENCE AND HAVE BEEN THERE FOR MORE THAN 30 DAYS. IT WAS ALSO NOTED THAT IN THE REAR, OIL CONTAINERS ARE ON THE GROUND AND OIL RESIDUE IS AROUND THE BASE OF THE BARRELS. WILL RETURN. OWNER WAS WARNED THAT CITATIONS WILL BE ISSUED IF NOT IN COMPLIANCE.

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
2/28/2013	1:05 PM	RS	Follow up Inspection: ON THIS DATE AND THE OWNER WAS WRITTEN THE FOLLOWING CITAITONS: CC229- FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIRS CC239- AREA TO STORE DISABLE VEHICLES AT REPAIR FACILITY WITH OUT A FENCE CC241- OPERATE AN AUTO REPAIR FACILITY WITH OUT A SOLID GATE CITATION #N26414412

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
10/16/2013	12:55 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with Eid the owner. I noted that the business has numerous repair vehicles parked on the street, AUTOMOTIVE PARTS ON THE SERVICE OF THE YARD, OIL/TRANSMISSION/FLUIDS SPILLED IN THE PARKING LOT AND STREET, RAT HARBORAGE, ILLEGAL DUMPING OF TRASH and OPEN STORAGE OF TIRES. I explained to the owner that I received a complaint about his business and the violations needed to be fixed. He assured me he would fix the problems. He also explained he was planning to move from the location and he showed me the land survey of the property he was planning to move too. I explained I would give the business 30 days to fix the problems that were noted on the inspection form. I received a complaint regarding this business from a DRT Officer from Westside Command Station via email.

Houston Police Department
Auto Dealers Detail
Inspection Form

Facility Name: ED CAR CARE Date 10-16-13 Day WED Time: 1255 Hours

Owner/Agent/Manager: ED LISAS TDL#: _____ Date of Birth: _____

Address: 9650 S. KIRKWOOD Houston, Texas, Zip Code: _____

Phone # 281 575 8568 City of Houston License # 101835 Type of License: ART

An inspection was made on this date by a Police Officer with the Houston Police Department. The following violation(s) of the City of Houston code of ordinances and Statues of the State of Texas were identified.

LICENSE REQUIREMNET
- ☐ No Certificate of Occupancy/Sec 103.2.1.1.9/2501.16.1
- ☐ Failure to post Certificate of Occupancy/307e
- ☐ No Automotive Rebuilder & Dismantler License/Sec 8-51
- ☐ No Automotive Repair Facility License/Sec 8-51
- ☐ No Retail Supply Dealer License/Sec 8-51
- ☐ No Motor Vehicle Dealer License/Sec 8-51
- ☐ No Automotive Parts Rebuilder License/Sec 8-51
- ☐ No Used Parts & Used Accessory Dealer License/Sec 8-51
- ☐ No Storage Lot License/Sec 8-51
- ☐ Engaged in business other than that specifically licensed/Sec 8-64
- ☐ Salesman without a sales person license/Sec 8-81
- ☐ Allow a salesperson to work without a salespersons license/Sec 8-81
- ☐ Failure to post salesperson license/Sec 8-81
- ☐ Operating a storage lot/salvage yard within 300 ft of a church, school or residence/Sec 28-34

AUTO REPAIR FACILITY/SALVAGE YARD REQUIREMENTS
- ☒ Automotive parts on the surface of the yard/Sec 8-30(i)(2)
- ☐ No all weather surface/Sec 8-30(m)
- ☐ High weeds in excess of 9 inches/Sec 8-30(j)
- ☐ Fail to construct or maintain a solid fence/Sec 8-30(d)
- ☐ Salvage vehicles stored outside or over fence/Sec 8-30(h)
- ☐ Repair vehicles held over 30 days not behind solid fence/Sec 8-30(o)
- ☐ Fail to construct or maintain a gate/Sec 8-30
- ☐ Fail to maintain accurate records/Sec 8-26(a)(b)(c)(d)
- ☐ Fail to remove flammable liquids from vehicles/Sec 8-30(c)
- ☐ Fail to make vehicles available for inspection (stacking)/Sec 8-30(i)(l)
- ☐ Use of "disassembly area" without an approved plat/Sec8-30(i)(3)

MOTOR VEHICLE SALES REQUIREMENTS
- ☐ Display motor vehicle for sale on city right of way/Sec 45-111(1)
- ☐ Display motor vehicle for sale on a public street/private property/ 10-432

FACILITY REQUIREMENTS
- ☒ Illegal dumping (trash & debris)/Sec 10-341(e)
- ☒ Rat harborage/Sec 10-483
- ☐ Allow stagnate water to remain on property/Sec 10-451(b)(11)
- ☐ Open storage of tires (exposed to the elements)/Sec 21-183

STATE OF TEXAS LICENSING REQUIREMENTS
- ☐ No State salvage vehicle dealer license/Occupation Code 2302
- ☐ No used vehicle parts dealer endorsement/Occupation Code 2302
- ☐ No salvage vehicle rebuilder endorsement/Occupation Code 2302
- ☐ No salvage vehicle dealer agent's license/Occupation Code 2302
- ☐ No State salvage vehicle record/Occupation Code 2302
- ☐ No State salvage inventory records (parts & vehicles)/Occupation code 2302
- ☐ No General Distinguishing Number (car dealer)/Trans Code 503.021

ENVIRONMENTAL VIOLATIONS
- ☐ Illegal disposal of hazardous waste (lead)/Water Code, Chapter 7, Sec 7.162
- ☐ Used oil dumping/Water Code, Chapter 7, Sec 7.176
- ☐ Storage of batteries on the ground/Water Code, Chapter 7, Sec 7.185
- ☐ Accumulation of objectionable materials to wit:_____ (oil, transmission fluid, etc)/Sec 10-451(b)(10)
- ☐ No class 3 flammable liquid permit (over 25 gal. in /60 gal out (oil) (Sec 105.p.3.3)
- ☐ No diking for above ground storage tank/Sec 7901.8.1/7902.2.8.1

The business is also subject to MISDEMEANOR / FELONY charges being filed due to any ENVIRONMENTAL violations. The violation(s) must be corrected by the officer's next inspection. Failure to correct the violation(s) may result in the issuance of Municipal Court Citations and/or the business license being SUSPENDED or REVOKED until the violations are corrected.

Inspecting Officer(s): VAUGHN Telephone #: 832-394-4800

1002 Washington Avenue, Basement Houston, Texas 77002 H.P.D. Case #: _____ ☐ New ☐ Supplement

Comments:

REMOVE ALL VEHICLES FROM STREET

30 DAYS TO CORRECT NOTED ISSUES

EXPIRES 09/14

Signature of Business Owner /Agent / Manager: X _____

FORM NO. AD-0024
Revised 7/1/2011

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
12/5/2013	1:30 PM	LMV	

This business has a ARF which expires 09/14. During my inspection I spoke with the owner Eid. This business has had numerous complaints from citizens to Westside DRT via Officer M. Prause who then contacted AUTO DEALERS DETAIL for assistance.

On 10/16/13 I went out to the location and conducted a inspection and found numerous violations. I asked that the violations be fixed and noted I would return to the location to check the progress. Before my visit to the location Officer R. Shannon inspected the location on 02/28/13 and noted several violation and issued citations.

On 12/05/13 I returned to the location and found the following violations:

AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD/SEC 8-30(i) (2)

ILLEGAL DUMPING (TRASH & DEBRIS)/SEC 10-341 (e)

ILLEGAL DISPOSAL OF HAZARDOUS WASTE (lead)/WATER CODE, CHAPTER 7, SEC 7.62

USED OIL DUMPING/WATER CODE, CHAPTER 7, SEC 7.176

STORAGE OF BATTERIES ON THE GROUND/WATER CODE, CHAPTER 7, SEC 7.185

In addition to the noted violations I issued Mr. Eid Elias 6 citations N27644705 & N27644705 for the following violations.

CC 990 REPAIRING AUTO ON STREET

FR 217 STORE OILY RAGS IN CONTAINER

CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID FENCE

CC 268 STORING A MOTOR VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKER

CC 393 FAILURE AS A OCCUPANT TO KEEP PREMISES FREE FROM (RUBBISH) (GARBAGE) (DISCARDED AUTOMOTIVE PARTS, PAPER, PLASTIC CONTAINERS THAT AUTO PARTS COME IN)

CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIR FACILITY

I explained to Mr. Elias that the issues were not addressed any of the previous times he was inspected. In fact their are more vehicles spread across the shopping center parking lot, street and adjacent property across the street to the South. I also informed him that I planned to return to the location in approximately 1 week to see if any progress was made on the clean up of the business.

In addition I took approximately 30 photos of numerous violations.

Houston Police Department
Auto Dealers Detail
Inspection Form

Facility Name: ED'S CAR CARE Date 12-05-13 Day THUR Time: 1330 Hours

Owner/Agent/Manager: ELIAS, ED TDL#: 14072271 Date of Birth: 05-02-64

Address: 9650 S. KIRKWOOD A-1 Houston, Texas, Zip Code: _____

Phone # 281 575 8568 City of Houston License # 101935 Type of License: ARF

An inspection was made on this date by a Police Officer with the Houston Police Department. The following violation(s) of the City of Houston code of ordinances and Statues of the State of Texas were identified.

LICENSE REQUIREMNET
- ☐ No Certificate of Occupancy/Sec 103.2.1.1.9/2501.16.1
- ☐ Failure to post Certificate of Occupancy/307e
- ☐ No Automotive Rebuilder & Dismantler License/Sec 8-51
- ☐ No Automotive Repair Facility License/Sec 8-51
- ☐ No Retail Supply Dealer License/Sec 8-51
- ☐ No Motor Vehicle Dealer License/Sec 8-51
- ☐ No Automotive Parts Rebuilder License/Sec 8-51
- ☐ No Used Parts & Used Accessory Dealer License/Sec 8-51
- ☐ No Storage Lot License/Sec 8-51
- ☐ Engaged in business other than that specifically licensed/Sec 8-64
- ☐ Salesman without a sales person license/Sec 8-81
- ☐ Allow a salesperson to work without a salespersons license/Sec 8-81
- ☐ Failure to post salesperson license/Sec 8-81
- ☐ Operating a storage lot/salvage yard within 300 ft of a church, school or residence/Sec 28-34

AUTO REPAIR FACILITY/SALVAGE YARD REQUIREMENTS
- ☒ Automotive parts on the surface of the yard/Sec 8-30(i)(2)
- ☐ No all weather surface/Sec 8-30(m)
- ☐ High weeds in excess of 9 inches/Sec 8-30(j)
- ☐ Fail to construct or maintain a solid fence/Sec 8-30(d)
- ☐ Salvage vehicles stored outside or over fence/Sec 8-30(h)
- ☐ Repair vehicles held over 30 days not behind solid fence/Sec 8-30(o)
- ☐ Fail to construct or maintain a gate/Sec 8-30
- ☐ Fail to maintain accurate records/Sec 8-26(a)(b)(c)(d)
- ☐ Fail to remove flammable liquids from vehicles/Sec 8-30(c)
- ☐ Fail to make vehicles available for inspection (stacking)/Sec 8-30(i)(l)
- ☐ Use of "disassembly area" without an approved plat/Sec8-30(i)(3)

MOTOR VEHICLE SALES REQUIREMENTS
- ☐ Display motor vehicle for sale on city right of way/Sec 45-111(1)
- ☐ Display motor vehicle for sale on a public street/private property/ 10-432

FACILITY REQUIREMENTS
- ☒ Illegal dumping (trash & debris)/Sec 10-341(e)
- ☐ Rat harborage/Sec 10-483
- ☐ Allow stagnate water to remain on property/Sec 10-451(b)(11)
- ☐ Open storage of tires (exposed to the elements)/Sec 21-183

STATE OF TEXAS LICENSING REQUIREMENTS
- ☐ No State salvage vehicle dealer license/Occupation Code 2302
- ☐ No used vehicle parts dealer endorsement/Occupation Code 2302
- ☐ No salvage vehicle rebuilder endorsement/Occupation Code 2302
- ☐ No salvage vehicle dealer agent's license/Occupation Code 2302
- ☐ No State salvage vehicle record/Occupation Code 2302
- ☐ No State salvage inventory records (parts & vehicles)/Occupation code 2302
- ☐ No General Distinguishing Number (car dealer)/Trans Code 503.021

ENVIRONMENTAL VIOLATIONS
- ☒ Illegal disposal of hazardous waste (lead)/Water Code, Chapter 7, Sec 7.162
- ☒ Used oil dumping/Water Code, Chapter 7, Sec 7.176
- ☒ Storage of batteries on the ground/Water Code, Chapter 7, Sec 7.185
- ☐ Accumulation of objectionable materials to wit:_____ (oil, transmission fluid, etc)/Sec 10-451(b)(10)
- ☐ No class 3 flammable liquid permit (over 25 gal. in /60 gal out (oil) (Sec 105.p.3.3)
- ☐ No diking for above ground storage tank/Sec 7901.8.1/7902.2.8.1

The business is also subject to MISDEMEANOR / FELONY charges being filed due to any ENVIRONMENTAL violations. The violation(s) must be corrected by the officer's next inspection. Failure to correct the violation(s) may result in the issuance of Municipal Court Citations and/or the business license being SUSPENDED or REVOKED until the violations are corrected.

Inspecting Officer(s): VAUGHN Telephone #: 832-394-4800

1002 Washington Avenue, Basement Houston, Texas 77002 H.P.D. Case #: _____ ☐ New ☐ Supplement

Comments:

LICENSE EXPIRES 09/14

6 CITATIONS

ZIP ELIAS

Signature of Business Owner /Agent / Manager: X _____

FORM NO. AD-0024
Revised 7/1/2011

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
1/14/2014	1:00 PM	LMV	

This business has a ARF that expires 09/14. During my inspection I spoke with the owner EID. I explained to him that the process has started to take him and his business before the AUTOMOTIVE BOARD to revoke his license. He asked if I wanted to close him down. I explained yes I would close him down if that was the ruling from the board.

During my inspection I noted many violations. Almost all of them were the same violations he was found in violation previously. I took photos to assist in the validation of those violations. It appeared that no corrections have been made to fix many of the issues. I also noted numerous violations on the inspection form some of which he was not cited for.

Mr., Eid expressed his opinion with profanity saying he was "fucked by his brother and now he being fucked by me". He asked who sent me to the location. I explained to him that no one sent me to the location. I told him he has numerous violations that are in gross violation of many laws. He has also taken up almost the entire East side of the shopping strip. Thier are no available parking spaces for the businesses next door to him. Vehicles are blocking the entrance ways just parked openly in the driveways blocking traffic and not in a designated parking space. Vehicles are being repaired all over the shopping strip not just in the actual business location. Automotive parts, trash, cat feces, oil, transmission fluid and other unknown liquids are spilled inside and outside the business. Incomplete work orders that do not have the VIN, YEAR, DATE, COST OF REPAIR and in some cases what is actually being repaired on the vehicle. Used vehicle parts with no record of where or when they were purchased.

The following citations were issued.

CC 393 FAILURE AS A OCCUPANT TO KEEP PREMISES FREE FROM RUBBISH (GARBAGE)

CC 1355 FAILURE TO PROMPTLY DISPOSE OF CAT FECES

CC 71 NO CAT LICENSE

CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIR FACILITY

CC 231 FAILURE TO KEEP RECORDS OF THE PURCHASE OF USED MOTOR VEHICLE PARTS

CC 268 STORING A MOTOR VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKERS

CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID GATE

CC 248 FAIL TO STORE AUTOMOTIVE MATERIAL AT LEAST 6 INCH ABOVE SURACE IN AUTO REPAIR FACILITY.

Houston Police Department
Auto Dealers Detail
Inspection Form

Facility Name: EID CAR CARE Date 1-14-14 Day TUES Time: 1300 Hours

Owner/Agent/Manager: EID H ELIAS TDL#: 14672271 Date of Birth: 05-02-64

Address: 9650 S. Kirkwood Houston, Texas, Zip Code: _____

Phone # 281 575-8568 City of Houston License # 101835 Type of License: ART

An inspection was made on this date by a Police Officer with the Houston Police Department. The following violation(s) of the City of Houston code of ordinances and Statues of the State of Texas were identified.

LICENSE REQUIREMNET
- ☐ No Certificate of Occupancy/Sec 103.2.1.1.9/2501.16.1
- ☐ Failure to post Certificate of Occupancy/307e
- ☐ No Automotive Rebuilder & Dismantler License/Sec 8-51
- ☐ No Automotive Repair Facility License/Sec 8-51
- ☐ No Retail Supply Dealer License/Sec 8-51
- ☐ No Motor Vehicle Dealer License/Sec 8-51
- ☐ No Automotive Parts Rebuilder License/Sec 8-51
- ☐ No Used Parts & Used Accessory Dealer License/Sec 8-51
- ☐ No Storage Lot License/Sec 8-51
- ☐ Engaged in business other than that specifically licensed/Sec 8-64
- ☐ Salesman without a sales person license/Sec 8-81
- ☐ Allow a salesperson to work without a salespersons license/Sec 8-81
- ☐ Failure to post salesperson license/Sec 8-81
- ☐ Operating a storage lot/salvage yard within 300 ft of a church, school or residence/Sec 28-34

AUTO REPAIR FACILITY/SALVAGE YARD REQUIREMENTS
- ☒ Automotive parts on the surface of the yard/Sec 8-30(i)(2)
- ☐ No all weather surface/Sec 8-30(m)
- ☐ High weeds in excess of 9 inches/Sec 8-30(j)
- ☒ Fail to construct or maintain a solid fence/Sec 8-30(d)
- ☐ Salvage vehicles stored outside or over fence/Sec 8-30(h)
- ☒ Repair vehicles held over 30 days not behind solid fence/Sec 8-30(o)
- ☒ Fail to construct or maintain a gate/Sec 8-30
- ☐ Fail to maintain accurate records/Sec 8-26(a)(b)(c)(d)
- ☒ Fail to remove flammable liquids from vehicles/Sec 8-30(c)
- ☐ Fail to make vehicles available for inspection (stacking)/Sec 8-30(i)(l)
- ☐ Use of "disassembly area" without an approved plat/Sec8-30(i)(3)

MOTOR VEHICLE SALES REQUIREMENTS
- ☐ Display motor vehicle for sale on city right of way/Sec 45-111(1)
- ☐ Display motor vehicle for sale on a public street/private property/ 10-432

FACILITY REQUIREMENTS
- ☐ Illegal dumping (trash & debris)/Sec 10-341(e)
- ☒ Rat harborage/Sec 10-483
- ☐ Allow stagnate water to remain on property/Sec 10-451(b)(11)
- ☐ Open storage of tires (exposed to the elements)/Sec 21-183

STATE OF TEXAS LICENSING REQUIREMENTS
- ☐ No State salvage vehicle dealer license/Occupation Code 2302
- ☐ No used vehicle parts dealer endorsement/Occupation Code 2302
- ☐ No salvage vehicle rebuilder endorsement/Occupation Code 2302
- ☐ No salvage vehicle dealer agent's license/Occupation Code 2302
- ☐ No State salvage vehicle record/Occupation Code 2302
- ☐ No State salvage inventory records (parts & vehicles)/Occupation code 2302
- ☐ No General Distinguishing Number (car dealer)/Trans Code 503.021

ENVIRONMENTAL VIOLATIONS
- ☐ Illegal disposal of hazardous waste (lead)/Water Code, Chapter 7, Sec 7.162
- ☐ Used oil dumping/Water Code, Chapter 7, Sec 7.176
- ☒ Storage of batteries on the ground/Water Code, Chapter 7, Sec 7.185
- ☒ Accumulation of objectionable materials to wit: _____ (oil, transmission fluid, etc)/Sec 10-451(b)(10)
- ☐ No class 3 flammable liquid permit (over 25 gal. in /60 gal out (oil) (Sec 105.p.3.3)
- ☒ No diking for above ground storage tank/Sec 7901.8.1/7902.2.8.1

The business is also subject to MISDEMEANOR / FELONY charges being filed due to any ENVIRONMENTAL violations. The violation(s) must be corrected by the officer's next inspection. Failure to correct the violation(s) may result in the issuance of Municipal Court Citations and/or the business license being SUSPENDED or REVOKED until the violations are corrected.

Inspecting Officer(s): VANHAYL Telephone #: 832-394-4800

1002 Washington Avenue, Basement Houston, Texas 77002 H.P.D. Case #: _____ ☐ New ☐ Supplement

Comments:

AUTOMOTIVE BOARD PROCESS STARTED TO HAVE A HEARING TO DETERMINE IF LICENSE WILL BE REVOKED.

ART 09/14 EXPIRES

Signature of Business Owner /Agent / Manager: X _____ EID ELIAS

FORM NO. AD-0024
Revised 7/1/2011

COURT COPY

CITY OF HOUSTON MUNICIPAL COURTS

☐ 1400 Lubbock * Houston, TX 77002 — 7:00 A.M. to 10:00 P.M. Monday - Friday; 7:00 A.M. to 4:00 P.M. Saturday

☐ 8300 Mykawa * Houston, TX 77048 — 8:00 A.M. to 5:00 P.M. Monday - Friday

☐ 9455 W. Montgomery Rd * Houston, TX 77088 — 8:00 A.M to 5:00 P.M. Monday - Friday

☒ 3203 S. Dairy Ashford * Houston, TX 77082 — 8:00 A.M. to 9:00 P.M. Monday - Friday

* Annex Court Closed 12 P.M. - 1 P.M. Hours of Operation are subject to change.

Pay or Resolve this ticket before your court date **or YOU MUST APPEAR**

Court # 1B Time 600 A.M. (P.M.) Date 02/18/14 (Month / Day / Year)

For locations and hours see page 2, call 311 or (713) 837-0311, or visit **www.houstontx.gov/courts** .

Ticket # N30358815

Last Name ELIAS First Name E.D MI H ☒ DL ☐ CDL ☐ ID ☐ MC # 14672271 ST TX

Race W Sex M DOB 05/02/64 (Month / Day / Year) Age 49 Height 5'5 Veh Lic — ST — Color — Make — Model — Occ Front — Occ Back —

Home Address 7038 CHESTERWOOD OAK CT City RICHMOND ST TX ZIP 77407 Area Code — Home Phone —

Work Address 9650 S. KIRKWOOD City HOUSTON ST TX ZIP — Area Code 281 Work Phone 575-8568

#1 ☒ CC 268 STORING A MOTOR VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKERS

#2 ☒ CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID GATE

#3 ☒ CC 248 FAIL TO STORE AUTOMOTIVE MATERIAL AT LEAST 6 INCH ABOVE SURFACE IN AUTO REPAIR FACILITY

OFFENSE DATE 01/14/14 (Month / Day / Year) TIME — A.M. / P.M. (issue date if different) — / — / — (Month / Day / Year)

If commercial (vehicle, learners permit) include SSN — — Road Surface —

Commercial Vehicle Y / N HAZMAT Y / N Weather CLR Traffic —

Locations:

1 9600 S. KIRKWOOD

2 9600 S. KIRKWOOD

3 9600 S. KIRKWOOD

Notes / Witness name, address, phone / Witness Name and ID#.

OFFICER NAME VAUGHAN Emp # 102082 Dist 19 Beat 10

Your failure to appear, failure to pay, or failure to satisfy a judgment ordering payment of a fine and costs, may result in: 1) a warrant issued for your arrest; 2) a charge of **Failure to Appear and $234 fine;** 3) denial of Driver's License renewal; 4) denial of motor vehicle registration or renewal; 5) a **$30 DPS fee** for each violation charged; and 6) a **Warrant Fee of $50. This is not an admission of guilt,** but I do acknowledge receipt of this notice and I will appear in court at the time and place designated above. I am the person named and identified in this ticket.

SEARCH Y / (N)
CONSENT Y (N)
ARREST Y (N)

Signature: X ED ELIAS

REVISED 08/2013

COURT COPY

ITY OF HOUSTON MUNICIPAL COURTS

1400 Lubbock* Houston, TX 77002 7:00 A.M. to 10:00 P.M. Monday - Friday; 7:00 A.M. to 4:00 P.M. Saturday

☐ 8300 Mykawa* Houston, TX 77048 8:00 A.M. to 5:00 P.M. Monday - Friday

☒ 3203 S. Dairy Ashford* Houston, TX 77082 8:00 A.M. to 9:00 P.M. Monday - Friday

☐ 9455 W. Montgomery Rd* Houston, TX 77088 8:00 A.M. to 5:00 P.M. Monday - Friday

* Annex Court Closed 12 P.M. - 1 P.M. Hours of Operation are subject to change.

Pay or Resolve this ticket before your court date **or YOU MUST APPEAR**

Court # 18 Time 600 A.M./P.M. Date 02 / 18 / 14 (Month / Day / Year)

Ticket # N30358824

For locations and hours see page 2, call 311 or (713) 837-0311, or visit **www.houstontx.gov/courts**

Last Name ELIAS First Name EID MI A ☒ DL ☐ CDL ☐ ID ☐ MC # 14672271 ST

Race W Sex M DOB 05/02/64 Age 49 Height 5'5 Veh Lic ST Color Make Model Occ Front Occ Back

Home Address 7038 CLUSTERING OAK CT City RICHMOND ST TX ZIP 77407 Area Code Home Phone

Work Address 9650 S. KIRKWOOD City HOUSTON ST TX ZIP Area Code 281 Work Phone 575-8568

#1 ☒ FR 217 STORE ONLY RAGS IN A CONTAINER

#2 ☒ CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE RETAIL FACILITY

#3 ☒ CC 231 FAILURE TO KEEP RECORDS OF THE PURCHASE OF USED MOTOR VEHICLE PARTS

OFFENSE DATE 01 / 14 / 14 (Month / Day / Year) TIME ____ A.M. / P.M. (issue date if different) ___ / ___ / ___ (Month / Day / Year)

If commercial (vehicle, learners permit) include SSN

Road Surface

Commercial Vehicle Y (N) HAZMAT Y (N) Weather CLR Traffic

Locations:

1 9600 S. KIRKWOOD

2 9600 S. KIRKWOOD

3 9600 S. KIRKWOOD

Notes / Witness name, address, phone / Witness Name and ID#.

OFFICER NAME VAUGHN L Emp # 102082 Dist 19 Beat 46

Your failure to appear, failure to pay, or failure to satisfy a judgment ordering payment of a fine and costs, may result in: 1) a warrant issued for your arrest; 2) a charge of **Failure to Appear and $234 fine;** 3) denial of Driver's License renewal; 4) denial of motor vehicle registration or renewal; 5) a **$30 DPS fee** for each violation charged; and 6) a **Warrant Fee of $50. This is not an admission of guilt,** but I do acknowledge receipt of this notice and I will appear in court at the time and place designated above. I am the person named and identified in this ticket.

SEARCH Y (N)
CONSENT Y (N)
ARREST Y (N)

Signature: EID ELIAS

REVISED 08/2013

COURT COPY

CITY OF HOUSTON MUNICIPAL COURTS

☐ 1400 Lubbock * Houston, TX 77002 — 7:00 A.M. to 10:00 P.M. Monday - Friday; 7:00 A.M. to 4:00 P.M. Saturday

☐ 8300 Mykawa * Houston, TX 77048 — 8:00 A.M. to 5:00 P.M. Monday - Friday

☒ 3203 S. Dairy Ashford * Houston, TX 77082 — 8:00 A.M. to 9:00 P.M. Monday - Friday

☐ 9455 W. Montgomery Rd * Houston, TX 77088 — 8:00 A.M to 5:00 P.M. Monday - Friday

* Annex Court Closed 12 P.M. - 1 P.M. Hours of Operation are subject to change.

Pay or Resolve this ticket before your court date **or YOU MUST APPEAR**

Court # 18 Time 600 A.M. (P.M.) Date 02 / 18 / 14 (Month / Day / Year)

For locations and hours see page 2, call 311 or (713) 837-0311, or visit **www.houstontx.gov/courts**

Ticket # N30358833

Last Name ELIAS First Name EID MI H ☒ DL ☐ CDL ☐ ID ☐ MC # 14672271 ST TX

Race W Sex M DOB 05 02 64 (Month / Day / Year) Age 49 Height 5'5 Veh Lic — ST — Color — Make — Model — Occ Front — Occ Back —

Home Address 7038 CLUSTERWOOD OAK CT City RICHMOND ST TX ZIP 77407 Area Code — Home Phone —

Work Address 9650 S. HOLLYWOOD City HOUSTON ST TX ZIP — Area Code 281 Work Phone 575-8568

#1 ☒ CC 393 FAILURE AS OCCUPANT TO KEEP PREMISES FREE FROM RUBBISH (GARBAGE)

#2 ☒ CC 1355 FAILURE TO PROPERLY DISPOSE OF CAT FECES

#3 ☒ CC 71 NO CAT LICENSE

OFFENSE DATE 01 / 14 / 14 (Month / Day / Year) TIME 100 A.M. (P.M.) (issue date if different) ___ / ___ / ___ (Month / Day / Year)

If commercial (vehicle, learners permit) include SSN — — Road Surface —

Commercial Vehicle Y (N) HAZMAT Y (N) Weather CLR Traffic —

Locations:

1 9600 S. HOLLYWOOD

2 9600 S. HOLLYWOOD

3 9600 S. HOLLYWOOD

Notes / Witness name, address, phone / Witness Name and ID#.

OFFICER NAME VARGAS Emp # 102080 Dist 19 Beat 4C

Your failure to appear, failure to pay, or failure to satisfy a judgment ordering payment of a fine and costs, may result in: 1) a warrant issued for your arrest; 2) a charge of **Failure to Appear and $234 fine;** 3) denial of Driver's License renewal; 4) denial of motor vehicle registration or renewal; 5) a **$30 DPS fee** for each violation charged; and 6) a **Warrant Fee of $50. This is not an admission of guilt,** but I do acknowledge receipt of this notice and I will appear in court at the time and place designated above. I am the person named and identified in this ticket.

SEARCH Y (N)
CONSENT Y (N)
ARREST Y (N)

Signature ☒ EID ELIAS

REVISED 08/2013

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
4/7/2014	3:00 PM	LMV	

This business has a ARF which expires 09/14. During my inspection I spoke with Eid. I explained I was at the location to conduct a final inspection before his Automotive Board Hearing on 04/08.

During my inspection I noted the following violations:

AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD

FAIL TO CONSTRUCT OR MAINTAIN A SOLID FENCE

REPAIR VEHICLES HELD OVER 30 DAYS NOT BEHIND SOLID FENCE

FAIL TO MAINTAIN ACUURATE RECORDS

RAT HARBORAGE

NO DIKING FOR ABOVE GROUND STORAGE TANK

The business has made some improvements on WORK ORDERS but I still found several incomplete and also found the WORK ORDERS inside the windshield of the repair vehicles with the owners personal information exposed to the public. He has cleaned up the inside of the shop but more work is needed. No vehicles are behind a solid fence that have been at the location more than 30 days some vehicles have been at the location for 120 days or longer but moved to different parking spaces in and around the business strip.

The business has completely taken over the South side of the shopping strip. Eid uses the entire area as if it is his personal parking lot/storage for vehicles. Vehicles entering the shopping strip are blocked from driving through the South Entrance/Exit because he is working on vehicles in the middle of the parking lot.

I also found a unknown oily substance that was washed from the area were vehicles were parked into the drainage system.

EXHIBIT

I

PARTS
12/05/13


FREE-DOM
OIL RECOVERY
USED OIL
FILTERS
99¢ Only

EXHIBIT

I

PARTS
01/14/14

INSPECTION HOURS
MONDAY - FRIDAY
8am-5pm
SATURDAY
9am-1pm
CLOSED SUNDAY
HONDA

EXHIBIT

I

WEEDS
12/05/13



EXHIBIT

I

WEEDS
01/14/14

MILTREND

CONTINENTAL

EXHIBIT

I

30 DAYS
12/05/13

CAR CARE
COMPLETE AUTO REPAIR

EXHIBIT

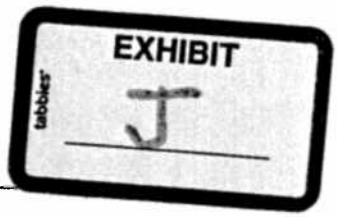
I

30 DAYS
01/14/14

98


1019

Notes for: Eid Elias of Eid Car Care



Date	Time	Who	Memo
2/8/2014	8:25 AM	MC	

Business Inspected / Follow up Inspection:

On Saturday, 02--08-2014, at approximately 0830 hrs. I, Sgt. Clark, met with Eid Elias of Eid Auto Care at 9650 S.Kirkwood after receiving a telephone request from him for assistance with his situation. At that time, he accompanied me as I conducted a complete walk through inspection of his shop and surrounding area. This to assist and direct him in bringing his business in compliance in preparation for his upcoming Automotive Board case.

History-

Eid opened his business known as Eid Auto Care (formerly S n Z Car Care) at this location approximately two years ago in September of 2011. The business is an Auto Repair Facility (Lic.#101835) and is located on the S/E corner of a business strip center on the S/W corner of Bissonnet and S.Kirkwood. in 19G40'S beat. The shop itself faces S.KIrkwood and is bordered by Huntington Glen Dr. on the South side. Since the business opened, our records indicate that inspections date back to 5/2012. Since that time at least six more inspections have been done by Officers Shannon and Vaughn. Recently, Officer Vaughn decided to bring this business before the Automotive Board for review due to the continuous condition of the property.

Outside and surrounding area of shop-

The biggest and most obvious issues that are immediately visible upon driving up to or by this business is the number of vehicles (operable and inoperable) that are parked in and around the business and the surrounding parking areas of the shopping center. So many vehicles have been accumulated due to unfinished, incomplete, or never started repair jobs that were negotiated over due to low income customers financial issues. Work done an vehicles was never paid for or was being paid for as money was available and the vehicle ends up sitting or abandoned by the owner since the cost to repair is not worth the money. Tires go flat and vehicles become more inoperable and begin to deteriorate even more. With that, trash and debris accumulates under and around these vehicles causing other obvious problems. I even observed a few vehicles on the street (Huntington Glen) that appeared inoperable. Behind and West of the business are rear entrances of other business that also accumulate trash by throwing their empty boxes and other assorted trash out the back door (pictures) instead of taking it to the dumpster as they should. One business which is a restaurant and closest to Eid Car Care set out some large pans with food grease and food garbage in them which naturally attracts feral cats to the area looking for food (pictures). I observed a feral cat in a trap (picture) set by Eid that was shaking very violently. I asked him what he was going to do with the cat and he said he did not know that he could not get anyone from the city to pick it up. With no other alternative I told him to let it go which he did. I told him I would have the appropriate city department come out and deal with he businesses and the trash / dumpster issue. He stated he understood.

I advised Eid he would have to start disposing of the vehicles sitting around that had been there over 30 days by either having the owners come get them, towing them off as abandoned or moving them behind a solid fence. I advised him he simply does not have the room for all the vehicles whatever the situation is. I advised Eid that he cannot repair vehicles on the side of a city street unless maybe he is changing a flat or something but no involved mechanical repairs. I also advised Eid he cannot use the street to store vehicles awaiting repair. He stated more than once he is moving but I reminded him that as long as he is at this location he will have to take care of the problem and the fact that he may be moving is no excuse for any delays. He stated he understood.

Interior of shop and business office-

The inside of the shop area and floor of the business was clean. I did observe two brake drums on the ground and some wheel bearings but that was due to a job in progress. Two used engines and two transmissions were placed neatly on a pallet against the wall. The few vehicles inside the garage area of the business had work orders on the dashboard of each vehicle. I assume this was all done as compliance to Officer Vaughn's previous inspections and recommendations. Outside the back door of the shop I observed all oil filters were inside a closed 55 gallon metal drum. Used motor oil and antifreeze was kept in a large plastic container next to each other and sitting on a wooden pallet. There was no visible means of diking in place to catch any spills or overflow. I told Eid he would have to have some diking under the oil and chemicals to protect from spills. I also advised Eid to build a canopy over the containers or completely enclose them from the elements so water would not accumulate in the diking system and mix with the chemicals. He stated he understood.

Upon entering the business office, I observed it to be in complete disarray and in need of a good cleaning. The desk area Eid uses to conduct business was completely covered in papers and what appeared to be and may or may not have been trash. Work orders and parts receipts were posted on the wall and all over this desk. It appeared noting had a place but had been dropped there and it was stacking up. I asked Eid where he kept his files for his repair vehicles at. He pointed up at a bulletin board where several repair orders were pinned up. Most were incomplete and needed more information. I went over these with Eid and told him that all work orders need a name and phone number for the customer on them and that each should have the license plate and VIN# of the vehicle being repaired on it at the very least. I explained the reason for this and he stated he understood. I explained to him that he should keep a file in a file cabinet or box for each vehicle in his possession for repair that he can access easily within minutes of being asked for it if asked. He stated he understood. I advised him to start cleaning up his office and organizing his files and receipts right away as much as he can and getting rid of trash not needed. He stated he understood.

Front area / entrance to business-

Outside the front door of the business there were many cigarette butts on the ground and trash accumulated around a couple of cars that were in the process of being repaired. The canopy / overhang over the front door of the business appears to be popular with pigeons that roost underneath it and drop droppings on the ground all day. The concrete is stained with pigeon droppings that have been left there way to long. I advised Eid he needed to power wash the sidewalk and parking lot area immediately in front of the business to clean it properly. I could see oil stains on the ground but floor dry was plentiful and being used when needed. I suggested he start using cardboard pieces on top of the concrete also to catch small drips and avoid oil stains. He stated he understood.

Additional notes-

Before leaving, I told Eid I would drive by during the week when in the area to see if any noticeable changes were taking place from the outside. I advised him that I would stop on some occasions and check for progress as well. He stated he understood and would get started. He says he has no one to help him. The task of cleaning up here is a big one. It can be done and will depend on Eid. Eid is a mechanic that has little to no experience of running an efficient business. His customers consist mainly of people that have little or no money to spend on repairs which causes delays in cars moving in and out as they should for normal repairs. This only compounds things when coupled with his lack of organization in his filing and record keeping practices.

Date	Time	Who	Memo
			To be continued.
			Monday 02/17/14 0815 hrs.
			I returned to Eid Car Care this date and time and took 11 photgraphs of the business and surrounding area of the business to document any and all progress.

Notes for: Eid Elias of Eid Car Care

Date	Time	Who	Memo
7/8/2014	10:26 AM	LMV	This business has a ARF which was REVOKED on this date by the AUTOMOTIVE BOARD. Eid Car Care cannot take in any new vehicles from this date.
7/7/2014	11:00 AM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with Mr. Eid. This inspection is a FOLLOW UP INSPECTION from the original Automotive Board Hearing on April 8th. Mr. Eid of Eid Car Care was given 30 days after the original hearing to correct ALL of the violations that were presented by Officer Vaughn. Due to SCHEDULING & NOTIFICATION ISSUES Mr. Eid was granted 3 months of continuations 30 days at a time. I have been to the location every month since the last and found violations at Eid Car Care. During my inpsection on 07/07/14 I found the following violations: REPAIR VEHICLES HELD OVER 30 DAYS NOT BEHIND A SOLID FENCE USE OF DISASSEMBLY ARE WITHOUT AN APPROVED PLAT Citations issued for the following: CC 268 STORING VEHICLES WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKERS CC 240 AREA FOR KEEP/STORE DISABLE VEHICLES IN REPAIR FACILITY WITHOUT A SOLID FENCE REPAIR VEHICLES HELD OVER 30 DAYS NOT BEHIND SOLID FENCE Mr. Eid can simply put cannot operate a AUTOMOTIVE REPAIR FACILITY at his current location without being in violation of some type of local or state law/rule/regulation.
6/25/2014	12:15 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with the owner Mr. Eid. I delivered a NOTICE TO APPEAR BEFORE THE AUTOMOTIVE BOARD on 07/08/14 at 09:00. He signed for the notice. I also contacted his attorney by phone and advised him of the NOTICE TO APPEAR.
6/10/2014	9:00 AM	LMV	Eid Car Care has been before the board and had an appointment to attend the AUTOMOTIVE BOARD HEARING on 06-10-14. He did not show. I went to the location and conducted an inspection of the business. I found the following violations: CC 268 STORING A VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKERS CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIR FACILITY CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID FENCE (approximately 15 cars stored in parking lot around the shopping strip) CC 70 NO DOG LICENSE I took approximately 25 photos of the location.

Date	Time	Who	Memo
			When I arrived at the scene I found the entrance/exit of the shopping strip completely blocked by vehicles at EIDS shop. I asked why the vehicles were blocking the entrance/exit. Eid said someone tried to break into his shop so he PARKED THE CUSTOMER VEHICLES IN FRONT OF HIS SURVEILLANCE CAMERA which is pointed towards the entrance/exit of the shopping strip. I asked how would FIRE TRUCKS get to his business or the rest of the shopping strip if it was on fire if he had cars blocking the entrance/exit of the shopping strip. I explained that the vehicles needed to be removed immediately. He said he only had them there overnight. I explained it is a fire hazard. I found vehicles parked all over the shopping strip and on the street waiting for repair. On my previous inspection before his last AUTOMOTIVE BOARD MEETING he completely removed the vehicles in question. Within the past 30 days he has brought the vehicles back and/or taken in more vehicles at his business. It appears he has disregarded all he was told by me and the AUTOMOTIVE BOARD and went back to business as usual.
5/12/2014	2:45 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with Mr Elias. This inspection is the final inspection before his 2nd AUTOMOTIVE BOARD HEARING to follow up on his progress of correcting his violations. Since his last AUTOMOTIVE BOARD HEARING I have made the decision to not issue any citations but to document any violations I found. The reason for not issuing any citations is to assist Mr. Elias in the improvement process of his business and not cost him any more money than he has already spent for the improvements to his current business and the opening of his new location/business which he plans to move to in the very near future. During my inspection I noted that all previous violations were addressed. He has removed 90% of the vehicles in and around the property. All the vehicles have been removed from the business across the street to the South. He has no vehicle parked on the street that are being repaired. He still has several vehicles that are in front of the business that are currently being repaired. He has removed the oil container from the rear of the business and has placed a metal pan underneath the oil tank inside the business that he is currently using to dispose of the oil. The pan is not exactly what is required but does keep the spilled oil from running out onto the ground and is a temporary fix. If the oil was allowed to overflow from the pan it would run out onto the business surface. However the spilled oil underneath the tank, inside the pan is being soaked up by DRY SWEEP. He still has vehicles that have been at the location for longer than 120 days. However he has placed the vehicles in the rear of the business and placed a GREEN PLASTIC LIKE MATERIAL ALONG THE FENCE which blocks about 75% of the view from public. You can see through the material but not clearly. His current invoices are complete but he still has some old vehicle repair invoices that are not complete. The overall shop is a lot cleaner than my previous inspections. He has made a huge improvement. Although his shop could use some organization it is a safer, neater, cleaner work environment. Mr. Elias cannot afford to take in any extra vehicles without getting back into the same situation he was previously in. He has to basically do a 1 for 1 swap with repair vehicles. He has no room to store the vehicles for a long period of time. He can take in a vehicle or two as he repairs and returns a vehicle to a customer. I explained to Mr. Elias that I would continue to monitor his business and I would not allow him to go back to the business as usual mentality after the BOARD HEARING. I explained I would monitor his business until he has moved to his new location

Date	Time	Who	Memo
			which is more than sufficient for his AUTOMOTIVE REPAIR FACILITY.
4/18/2014	2:40 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with Eid. This is the 1st inspection and the 2nd NOTICE TO APPEAR before the AUTOMOTIVE BOARD served to Mr. Eid. During my inspection I noted the following violations: AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD HIGH WEEDS IN EXCESS OF 9 INCHES FAIL TO CONSTRUCT OR MAINTAIN A SOLID FENCE REPAIR VEHICLES HELD OVER 30 DAYS NOT BEHIND SOLID FENCE FAIL TO MAINTAIN ACCURATE RECORDS NO DIKING FOR ABOVE GROUND STORAGE TANK The previously noted vehicle held over 30 days some in excess of 160 days are still scattered about the property. Most are not at the actual address of the business. Some of the vehicles have been moved from the original location to different parking spots. All of the previous violations still exist. He still has not properly completed most of the work orders on the vehicles. Missing items include addresses, what work is to be done, the cost of the work, contact phone numbers, vehicle identification numbers, etc. I am under the impression that Mr. Eid thinks because he has not done any work on the vehicles because he was not paid that or the owner didn't pick up the vehicle that he is not responsible for the vehicles after he has taken them into his shop. He later parks them any and everywhere in the parking lot, street across the street in other business parking lots etc.. He still wants to argue the fact that he is moving. I have attempted to explain over and over again that the violations are current violations that need to be addressed immediately not what he plans to do in the future. He also attempted to argue that he is no longer using a oil disposal tank in the rear of the buisness. However the tank is still there and leaking oil. He thinks because he is not using it that he has fixed the problem. He pointed out a green oil storage tank inside the business that does not have any diking around it which also has oil spilled and or leaking outside of the tank. He still has vehicle with no registration and or inspection sticker or expired registration and or inspection stickers that have been on the property for longer than 30 days. I chose to not write citations and give him 7 days to attempt to fix some of the violations that can easily be fixed. However I explained that I would issue citations if the violations are not corrected.
4/8/2014	11:37 AM	LMV	EID CAR CARE Automotive Board Hearing Results. The BOARD agreed to give Mr. Eid Elias 30 days to complete/correct ALL violations previously stated on past inspection forms. A new BOARD HEARING date will be issued.

Date	Time	Who	Memo
4/7/2014	3:00 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with Eid. I explained I was at the location to conduct a final inspection before his Automotive Board Hearing on 04/08. During my inspection I noted the following violations: AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD FAIL TO CONSTRUCT OR MAINTAIN A SOLID FENCE REPAIR VEHICLES HELD OVER 30 DAYS NOT BEHIND SOLID FENCE FAIL TO MAINTAIN ACUURATE RECORDS RAT HARBORAGE NO DIKING FOR ABOVE GROUND STORAGE TANK The business has made some improvements on WORK ORDERS but I still found several incomplete and also found the WORK ORDERS inside the windshield of the repair vehicles with the owners personal information exposed to the public. He has cleaned up the inside of the shop but more work is needed. No vehicles are behind a solid fence that have been at the location more than 30 days some vehicles have been at the location for 120 days or longer but moved to different parking spaces in and around the business strip. The business has completely taken over the South side of the shopping strip. Eid uses the entire area as if it is his personal parking lot/storage for vehicles. Vehicles entering the shopping strip are blocked from driving through the South Entrance/Exit because he is working on vehicles in the middle of the parking lot. I also found a unknown oily substance that was washed from the area were vehicles were parked into the drainage system.
3/26/2014	2:00 PM	LMV	During my visit to Eid Car Care I met with Eid and delivered his AUTOMOTIVE BOARD/ NOTICE OF VIOLATIONS, NOTICE TO APPEAR, NOTICE OF RIGHTS OF APPEAL and I had him sign for the documents. After he signed for the documents I asked if he had any questions. He asked why I was doing this to him. I explained the violations were self explanatory. However I read the front page of the document to him explaining the reason he was asked to appear before the AUTOMOTIVE BOARD. He said ok he understood.
2/8/2014	8:25 AM	MC	Business Inspected / Follow up Inspection: On Saturday, 02--08-2014, at approximately 0830 hrs. I, Sgt. Clark, met with Eid Elias of Eid Auto Care at 9650 S.Kirkwood after receiving a telephone request from him for assistance with his situation. At that time, he accompanied me as I conducted a complete walk through inspection of his shop and surrounding area. This to assist and direct him in bringing his business in compliance in preparation for his upcoming Automotive Board case. History- Eid opened his business known as Eid Auto Care (formerly S n Z Car Care) at this location approximately two years ago in September of 2011. The business is an Auto Repair Facility (Lic.#101835) and is located on the S/E corner of a business strip center on the S/W corner of Bissonnet and S.Kirkwood. in 19G40'S beat. The

shop itself faces S.KIrkwood and is bordered by Huntington Glen Dr. on the South side. Since the business opened, our records indicate that inspections date back to 5/2012. Since that time at least six more inspections have been done by Officers Shannon and Vaughn. Recently, Officer Vaughn decided to bring this business before the Automotive Board for review due to the continuous condition of the property.

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The biggest and most obvious issues that are immediately visible upon driving up to or by this business is the number of vehicles (operable and inoperable) that are parked in and around the business and the surrounding parking areas of the shopping center. So many vehicles have been accumulated due to unfinished, incomplete, or never started repair jobs that were negotiated over due to low income customers financial issues. Work done an vehicles was never paid for or was being paid for as money was available and the vehicle ends up sitting or abandoned by the owner since the cost to repair is not worth the money. Tires go flat and vehicles become more inoperable and begin to deteriorate even more. With that, trash and debris accumulates under and around these vehicles causing other obvious problems. I even observed a few vehicles on the street (Huntington Glen) that appeared inoperable. Behind and West of the business are rear entrances of other business that also accumulate trash by throwing their empty boxes and other assorted trash out the back door (pictures) instead of taking it to the dumpster as they should. One business which is a restaurant and closest to Eid Car Care set out some large pans with food grease and food garbage in them which naturally attracts feral cats to the area looking for food (pictures). I observed a feral cat in a trap (picture) set by Eid that was shaking very violently. I asked him what he was going to do with the cat and he said he did not know that he could not get anyone from the city to pick it up. With no other alternative I told him to let it go which he did. I told him I would have the appropriate city department come out and deal with he businesses and the trash / dumpster issue. He stated he understood.

I advised Eid he would have to start disposing of the vehicles sitting around that had been there over 30 days by either having the owners come get them, towing them off as abandoned or moving them behind a solid fence. I advised him he simply does not have the room for all the vehicles whatever the situation is. I advised Eid that he cannot repair vehicles on the side of a city street unless maybe he is changing a flat or something but no involved mechanical repairs. I also advised Eid he cannot use the street to store vehicles awaiting repair. He stated more than once he is moving but I reminded him that as long as he is at this location he will have to take care of the problem and the fact that he may be moving is no excuse for any delays. He stated he understood.

Interior of shop and business office-

The inside of the shop area and floor of the business was clean. I did observe two brake drums on the ground and some wheel bearings but that was due to a job in progress. Two used engines and two transmissions were placed neatly on a pallet against the wall. The few vehicles inside the garage area of the business had work orders on the dashboard of each vehicle. I assume this was all done as compliance to Officer Vaughn's previous inspections and recommendations. Outside the back door of the shop I observed all oil filters were inside a closed 55 gallon metal drum. Used motor oil and antifreeze was kept in a large plastic container next to each other and sitting on a wooden pallet. There was no visible means of diking in place to catch any spills or overflow. I told Eid he would have to have some diking under the oil and chemicals to protect from spills. I also advised Eid to build a canopy over the containers or completely enclose them from the elements so water would not accumulate in the diking system and mix with the chemicals. He stated he understood.

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Date	Time	Who	Memo

need of a good cleaning. The desk area Eid uses to conduct business was completely covered in papers and what appeared to be and may or may not have been trash. Work orders and parts receipts were posted on the wall and all over this desk. It appeared noting had a place but had been dropped there and it was stacking up. I asked Eid where he kept his files for his repair vehicles at. He pointed up at a bulletin board where several repair orders were pinned up. Most were incomplete and needed more information. I went over these with Eid and told him that all work orders need a name and phone number for the customer on them and that each should have the license plate and VIN# of the vehicle being repaired on it at the very least. I explained the reason for this and he stated he understood. I explained to him that he should keep a file in a file cabinet or box for each vehicle in his possession for repair that he can access easily within minutes of being asked for it if asked. He stated he understood. I advised him to start cleaning up his office and organizing his files and receipts right away as much as he can and getting rid of trash not needed. He stated he understood.

Front area / entrance to business-

Outside the front door of the business there were many cigarette butts on the ground and trash accumulated around a couple of cars that were in the process of being repaired. The canopy / overhang over the front door of the business appears to be popular with pigeons that roost underneath it and drop droppings on the ground all day. The concrete is stained with pigeon droppings that have been left there way to long. I advised Eid he needed to power wash the sidewalk and parking lot area immediately in front of the business to clean it properly. I could see oil stains on the ground but floor dry was plentiful and being used when needed. I suggested he start using cardboard pieces on top of the concrete also to catch small drips and avoid oil stains. He stated he understood.

Additional notes-

Before leaving, I told Eid I would drive by during the week when in the area to see if any noticeable changes were taking place from the outside. I advised him that I would stop on some occasions and check for progress as well. He stated he understood and would get started. He says he has no one to help him. The task of cleaning up here is a big one. It can be done and will depend on Eid. Eid is a mechanic that has little to no experience of running an efficient business. His customers consist mainly of people that have little or no money to spend on repairs which causes delays in cars moving in and out as they should for normal repairs. This only compounds things when coupled with his lack of organization in his filing and record keeping practices.

To be continued.

Monday
02/17/14 0815 hrs.

I returned to Eid Car Care this date and time and took 11 photgraphs of the business and surrounding area of the business to document any and all progress.

1/14/2014	1:00 PM	LMV	

This business has a ARF that expires 09/14. During my inspection I spoke with the owner EID. I explained to him that the process has started to take him and his business before the AUTOMOTIVE BOARD to revoke his license. He asked if I wanted to close him down. I explained yes I would close him down if that was the

Date	Time	Who	Memo
			ruling from the board. During my inspection I noted many violations. Almost all of them were the same violations he was found in violation previously. I took photos to assist in the validation of those violations. It appeared that no corrections have been made to fix many of the issues. I also noted numerous violations on the inspection form some of which he was not cited for. Mr., Eid expressed his opinion with profanity saying he was "fucked by his brother and now he being fucked by me". He asked who sent me to the location. I explained to him that no one sent me to the location. I told him he has numerous violations that are in gross violation of many laws. He has also taken up almost the entire East side of the shopping strip. Thier are no available parking spaces for the businesses next door to him. Vehicles are blocking the entrance ways just parked openly in the driveways blocking traffic and not in a designated parking space. Vehicles are being repaired all over the shopping strip not just in the actual business location. Automotive parts, trash, cat feces, oil, transmission fluid and other unknown liquids are spilled inside and outside the business. Incomplete work orders that do not have the VIN, YEAR, DATE, COST OF REPAIR and in some cases what is actually being repaired on the vehicle. Used vehicle parts with no record of where or when they were purchased. The following citations were issued. CC 393 FAILURE AS A OCCUPANT TO KEEP PREMISES FREE FROM RUBBISH (GARBAGE) CC 1355 FAILURE TO PROMPTLY DISPOSE OF CAT FECES CC 71 NO CAT LICENSE CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIR FACILITY CC 231 FAILURE TO KEEP RECORDS OF THE PURCHASE OF USED MOTOR VEHICLE PARTS CC 268 STORING A MOTOR VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKERS CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID GATE CC 248 FAIL TO STORE AUTOMOTIVE MATERIAL AT LEAST 6 INCH ABOVE SURACE IN AUTO REPAIR FACILITY.
12/5/2013	1:30 PM	LMV	This business has a ARF which expires 09/14. During my inspection I spoke with the owner Eid. This business has had numerous complaints from citizens to Westside DRT via Officer M. Prause who then contacted AUTO DEALERS DETAIL for assistance. On 10/16/13 I went out to the location and conducted a inspection and found numerous violations. I asked that the violations be fixed and noted I would return to the location to check the progress. Before my visit to the location Officer R. Shannon inspected the location on 02/28/13 and noted several violation and issued citations. On 12/05/13 I returned to the location and found the following violations: AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD/SEC 8-30(i) (2)

Date	Time	Who	Memo
			ILLEGAL DUMPING (TRASH & DEBRIS)/SEC 10-341 (e)
			ILLEGAL DISPOSAL OF HAZARDOUS WASTE (lead)/WATER CODE, CHAPTER 7, SEC 7.62
			USED OIL DUMPING/WATER CODE, CHAPTER 7, SEC 7.176
			STORAGE OF BATTERIES ON THE GROUND/WATER CODE, CHAPTER 7, SEC 7.185
			In addition to the noted violations I issued Mr. Eid Elias 6 citations N27644705 & N27644705 for the following violations.
			CC 990 REPAIRING AUTO ON STREET
			FR 217 STORE OILY RAGS IN CONTAINER
			CC 241 OPERATE AN AUTOMOTIVE REPAIR FACILITY WITHOUT A SOLID FENCE
			CC 268 STORING A MOTOR VEHICLE WITHOUT CURRENT TEXAS REGISTRATION AND VEHICLE INSPECTION STICKER
			CC 393 FAILURE AS A OCCUPANT TO KEEP PREMISES FREE FROM (RUBBISH) (GARBAGE) (DISCARDED AUTOMOTIVE PARTS, PAPER, PLASTIC CONTAINERS THAT AUTO PARTS COME IN)
			CC 229 FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIR FACILITY
			I explained to Mr. Elias that the issues were not addressed any of the previous times he was inspected. In fact their are more vehicles spread across the shopping center parking lot, street and adjacent property across the street to the South. I also informed him that I planned to return to the location in approximately 1 week to see if any progress was made on the clean up of the business.
			In addition I took approximately 30 photos of numerous violations.
10/16/2013	12:55 PM	LMV	
			This business has a ARF which expires 09/14. During my inspection I spoke with Eid the owner. I noted that the business has numerous repair vehicles parked on the street, AUTOMOTIVE PARTS ON THE SERVICE OF THE YARD, OIL/TRANSMISSION/FLUIDS SPILLED IN THE PARKING LOT AND STREET, RAT HARBORAGE, ILLEGAL DUMPING OF TRASH and OPEN STORAGE OF TIRES.
			I explained to the owner that I received a complaint about his business and the violations needed to be fixed. He assured me he would fix the problems. He also explained he was planning to move from the location and he showed me the land survey of the property he was planning to move too.
			I explained I would give the business 30 days to fix the problems that were noted on the inspection form.
			I received a complaint regarding this business from a DRT Officer from Westside Command Station via email.
2/28/2013	1:05 PM	RS	
			Follow up Inspection: ON THIS DATE AND THE OWNER WAS WRITTEN THE FOLLOWING CITAITONS:

Date	Time	Who	Memo
			CC229- FAILURE TO MAINTAIN PROPER RECORDS OF AUTOMOTIVE REPAIRS CC239- AREA TO STORE DISABLE VEHICLES AT REPAIR FACILITY WITH OUT A FENCE CC241- OPERATE AN AUTO REPAIR FACILITY WITH OUT A SOLID GATE CITATION #N26414412
12/18/2012	12:40 PM	RS	Follow up Inspection: ON THIS DATE AND IT WAS NOTED THAT THE OWNER HAVE REMOVED SEVERAL VEHICLES, HOWEVER, THERE ARE MORE THERE NOT BEHIND A SOLID FENCE AND HAVE BEEN THERE FOR MORE THAN 30 DAYS. IT WAS ALSO NOTED THAT IN THE REAR, OIL CONTAINERS ARE ON THE GROUND AND OIL RESIDUE IS AROUND THE BASE OF THE BARRELS. WILL RETURN. OWNER WAS WARNED THAT CITATIONS WILL BE ISSUED IF NOT IN COMPLIANCE.
11/14/2012	3:40 PM	RS	Follow up Inspection: ON THIS DATE AND IT WAS NOTED THAT THE PLACE WAS IN TERRIBLE SHAPE. VEHICLES PARKED ALL OVER THE STRIP CENTER THAT WERE BEING REPAIRED BY THE OWNER. AUTOMOTIVE PARTS ALL OVER THE REAR OF THE BUSINESS ALONG WITH OIL CONTAINERS ON THE GROUND THAT WERE COMPLETELY FULL OF OLD OIL FILTERS. THIS IS THE SECOND WARNING. CITATIONS WILL BE ISSUED FOR ANY VIOLATIONS NOTED ON NEXT INSPECTION. OWNER STATED THAT HE WILL BE MOVING DUE TO NOT HAVING ENOUGH SPACE AT THIS LOCATION.
5/31/2012	10:25 AM	RS	Business Inspected:Follow up Inspection: ON THIS DATE AND THE FOLLOWING VIOLATIONS WERE NOTED: AUTOMOTIVE PARTS ON THE SURFACE OF THE YARD HIGH WEEDS IN EXCESS OF 9 I INCHES FAIL TO MAINTAIN ACCURATE RECORDS THE OWNER HAVE BEEN WARNED IN THE PAST ABOUT THE EXCESSIVE AMOUNT OF VEHICLES PARKED AT HIS BUSINESS, IN THE FRONT AND THE REAR. IT WAS ALSO NOTED THAT THE VEHICLES BEING REPAIRED INSIDE THE GARAGE (7), ONLY 2 HAVE A WORK ORDER. OWNER HAD WORK ORDERS ALL OVER THE PLACE AND MANY WERE NO PROPERLY COMPLETED. A THIRD INSPECTION WILL BE CONDUCTED.

CITY OF HOUSTON

Annise D. Parker, Mayor

Houston Police Department
1200 Travis Houston, Texas 77002-6000 713/308-1600

CITY COUNCIL MEMBERS: Brenda Stardig Jerry Davis Ellen Cohen Dwight A. Boykins Dave Martin Richard Nguyen Oliver Pennington Edward Gonzalez Robert Gallegos
Mike Laster Larry V. Green Stephen C. Costello David Robinson Michael Kubosh C. O. "Brad" Bradford Jack Christie CITY CONTROLLER: Ronald C. Green

July 8, 2014

Charles A. McClelland, Jr.
Chief of Police

Elias Eid
Eid Car Care
9650 S. Kirkwood Dr. A-1
Houston, Texas 77099

Dear Elias Eid:

On July 8, 2014, the Automotive Board of the City of Houston considered the Houston Police Department's recommended revocation of your City of Houston Auto Repair Facility license no. 101835. After considering the evidence presented, the Board has taken the following action:

☑ Revoked your Auto Repair Facility license.

☐ Denied the proposed revocation of your Auto Repair Facility license.

☐ Reset your hearing until _____, 2014, so that:

☐ You may provide the following information requested by the Board: _____

_____

or:

☐ Other: _____

Sincerely,

Ken W. Ulmer, Chair
Automotive Board
Date: July 8-2014.

AUTOMOTIVE BOARD

MINUTES
July 8, 2014
9:00 A.M.
Houston Permitting Center
1002 Washington Ave., Basement Level
Houston, TX 77002

The monthly meeting of the Automotive Board was held on Tuesday, July 8, 2014. Members in attendance at this meeting were Automotive Board Chairman Mr. Ken W. Ulmer, Mrs. Erma Palmer, Mr. Tim Straney, Mr. Benjamin K. Sanchez, Mr. Owen C. Wang, Ms. Shelly Richardson, Sr. Assistant City Attorney Tracy Calabrese, Assistant City Attorney Jeffrey Giles, Assistant City Attorney Nneka Kanu and Secretary Lieutenant Dana. F. Hitzman

CALL TO ORDER

Chairman Ulmer in the Houston Permitting Center, Basement Level, 1002 Washington Ave., Houston, Texas, called the meeting to order at 9:12 a.m.

ADOPT MINUTES OF PREVIOUS MEETING

Mr. Straney moved to approve the minutes from the June 10, 2014 Automotive Board meeting. The motion was seconded by Mr. Wang, and approved by all members present.

HEARINGS

1. Hearing for Mr. Elias Eid, relating to the revocation his Automotive Repair Facility license #101835 for Eid Car Care, located at 9650 S. Kirkwood Drive #A-.1.

   Following presentation by the police department and Mr. Elias Eid, Counsel Paul Kubosh, and court reporter Shawn Kelley, motion was made by Mr. Sanchez to deny Mr. Eid Automotive Repair Facility license #101835 for Eid Car Care. Motion was seconded by Mr. Wang, and approved by all members present.

2. Hearing for Mr. Wael Abuzaid, relating to the denial of his Automotive Repair Facility license #110997 for A & A Complete Auto Repair located at 12160 Bissonnet Street.

   Following presentation by the police department and Mr. Wael Abuzaid, First motion was made by Mr. Sanchez to set aside in order for Auto Dealer Detail go look for previous records for Mr. Abuzaid business. Motion was seconded by Mr. Straney, and approved by all members present. After reviewing the records a second motion was made by Mr. Sanchez to grant Mr. Mr. Abuzaid Automotive Repair Facility license #110997. Motion was seconded by Mr. Straney, and approved by all members present.

3. Hearing for Mr. Homer Roby, relating to the denial of his Motor Vehicle Dealer license #111082 for Roby's Auto Sales located at 3533 Pinemont Drive.

   Following presentation by the police department and Mr. Homer Roby, motion was made by Mr. Straney to deny Mr. Roby's Motor Vehicle Dealer license #111082 for Roby's Auto Sales. Motion was seconded by Mr. Wang, and approved by the majority of the member with Mrs. Palmer, and Mr. Sanchez voting nay.

4. Hearing for Mr. Mamoun Abu-Halaweh, relating to the denial of his Motor Vehicle Dealer license #103810 for Southwest Auto Sales located at Richmond Avenue and Salesman application license #110843.

   Following presentation by the police department and Mr. Mamoun Abu-Halaweh, First motion was made by Mr. Sanchez to grant Mr. Abu-Halaweh's Motor Vehicle Dealer license #103810 and Salesman application license #110843. Motion was seconded by Mr. Straney. There were not enough votes therefore motion fail. A second motion was made by Mr. Sanchez to grant Mr. Abu-Halaweh's Motor Vehicle Dealer license #103810 and Salesman application license #110843. Motion was seconded by Mr. Straney, and approved by the majority of the member with Mrs. Palmer, and Ms. Richardson voting nay.

5. Hearing for Mr. Harry Hartley II, relating to the denial of his Wholesale Jobber and Supply Dealer license # 025133 for Impaco, Inc. located at 6847 Harrisburg Blvd.

   Following presentation by the police department and Mr. Harry Hartley II, Counsel Michael Harris, motion was made by Mr. Sanchez to deny Mr. Hartley's Wholesale Jobber and Supply Dealer license # 025133 for Impaco, Inc. Motion was seconded by Mr. Wang, and approved by the majority of the member with Mrs. Palmer voting nay.

6. Hearing for Mr. Derrick M. Mcadoo, relating to the denial of his salesman application license #110716.

   Following presentation by the police department and Mr. Derrick M. Mcadoo, motion was made by Mrs. Palmer to grant Mr. Mcadoo's salesman application license #110716. Motion was seconded by Mr. Straney, and approved by all members present.

7. Hearing for Mr. Alvin Eugene Garrett, relating to the delay making a decision for his wrecker driver license #110155.

   Following presentation by the police department and Mr. Alvin Eugene Garrett, motion was made by Mr. Sanchez to deny the delay making a decision for Mr. Garrett's wrecker driver license #110155. Motion was seconded by Mr. Straney, and approved by all members present.

8. Hearing for Mr. Charles Edward Nash Jr., relating to the denial of his wrecker driver license #110773.

   Following presentation by the police department and Mr. Charles Edward Nash Jr., motion was made by Mr. Straney to grant Mr. Nash's wrecker driver license #110773. Motion was seconded by Mr. Sanchez, and approved by all members present.

9. Hearing for Mr. Juan Francisco Garcia, relating to the denial of his wrecker driver license #110851.

   Following presentation by the police department and Mr. Juan Francisco Garcia, motion was made by Mr. Sanchez to grant Mr. Garcia's wrecker driver license #110851. Motion was seconded by Mr. Straney, and approved by all members present.

10. Hearing for Mr. Billy Fernando Lemus, relating to the denial of his wrecker driver license #082614.

As the applicant was given proper notice and failed to appear, motion was made by Mr. Sanchez to deny Mr. Lemus's wrecker driver license #082614. Motion was seconded by Mrs. Richardson, and approved by all members present.

11. Hearing for Mr. Manuel Vidal Garza, relating to the denial of his salesman application license #103584.

    As the applicant was given proper notice and failed to appear, motion was made by Mr. Sanchez to deny Mr. Garza's salesman application license #103584. Motion was seconded by Mrs. Richardson, and approved by all members present.

12. Hearing for Ms. Mayda Vanesa Hernandez, relating to the denial of her wrecker driver license #110745.

    As the applicant was given proper notice and failed to appear, motion was made by Mr. Sanchez to deny Mr. Hernandez's wrecker driver license #110745. Motion was seconded by Mrs. Richardson, and approved by all members present.

OTHER MATTERS

13. Mr. Ulmer requested to move item #2 to item #1, motion was made by Mrs. Palmer seconded by Mr. Wang, and approved by all members present.

    Mr. Sanchez motion to move item #12 to item #5, motion was seconded by Mr. Wang, and approved by all members present.

14. Consider applications for automotive dealers and salesperson license.

Mr. Sanchez moved to approve all licenses for RETAIL SUPPLY DEALERS WITH NO CRIMINAL RECORDS, Advance Auto Parts #8518, 9112 Spring Branch Dr., RSD #1109290615, Alicia Castillo to Wal-Mart #2718, 9555 S. Post Oak Rd., RSD #1110540615, Jesse Hale. Motion was seconded by Mrs. Richardson, and approved by all members present.

Mr. Sanchez moved to approve all licenses for MOTOR VEHICLE DEALERS WITH NO CRIMINAL RECORDS, Advantage Houston Motors LLC, 12822 Mcnair., MVD #1109620615, Micheline and Khalil Abounasr to World Auto Center, Inc., 5009 Fuqua Gardens View Rd., MVD #1110690615, Dorance Agudelo. Motion was seconded by Mrs. Richardson, and approved by all members present.

Mr. Sanchez moved to approve all licenses for MISCELLANEOUS DEALERS WITH NO CRIMINAL RECORDS, 5 Star Collision, 1331 Silber., ARF#1109460615, Miguel Angel Rivas to Zach's Wheels & Tires, 14404 Hempstead Hwy, UP&UAD #1110070615, Jocylyn Elissa Alvarado. Motion was seconded by Mrs. Richardson and approved by all members present.

Mr. Sanchez moved to approve all licenses for AUTOMOBILE SALESPERSONS WITH NO CRIMINAL RECORD, Momoun Abu-Halaweh, #1108430615, 8716 Richmond Ave, Southwest Auto Sales, Houston, Tx 77063 to Raffy Garabed Zavzavadijian, #1107210615, 11890 Katy Fwy, Porsche of West Houston, Houston, Tx 77079. Motion was seconded by Mrs. Richardson, and approved by all members present.

Chairman Ulmer announced that the next regular meeting would be held on August 12, 2014.

Motion was made by Mr. Sanchez seconded by Mrs. Richardson, and approved by all members present, to adjourn at 2:17 p.m.

D. F. Hitzman, Lieutenant
Secretary

Eid Car Care
Responses to Violations

Presented by Craig Stewart
Paul Kubosh and Associates

Listed violations causing hearing:

Section 8-30(d) - Fencing Wall Requirement - corrective action taken, long-term solution sought
Section 8-30(i)(2) - Parts 6 inches above ground - Corrected
Section 8-30(j) - Grass 9 inches above ground - Corrected
Section 8-30(l) - Must comply with all requirements of Fire Code - Corrected
Sec. 2305.003 - Must Maintain Register of repairs - Corrected

Response to listed violations:

Response to Violation 1

Most of the vehicles not in compliance with 8-30(d) were not there longer than 30 days, which is permitted by 8-30(o):"*Vehicles stored less than 30 days for repairs*. For automotive repair facilities it is an affirmative defense to prosecution under subsections (c) and (d), above, that a wrecked or disabled vehicle stored thereupon is owned by a person other than the owner of the automotive repair facility, is being stored at the automotive repair facility for the purpose of its repair there and that the vehicle has been stored there for 30 days or less at the time of the alleged offense."

Most of the vehicles that have been there for more than 30 days are located within the fence of the facility, as seen in the picture below.



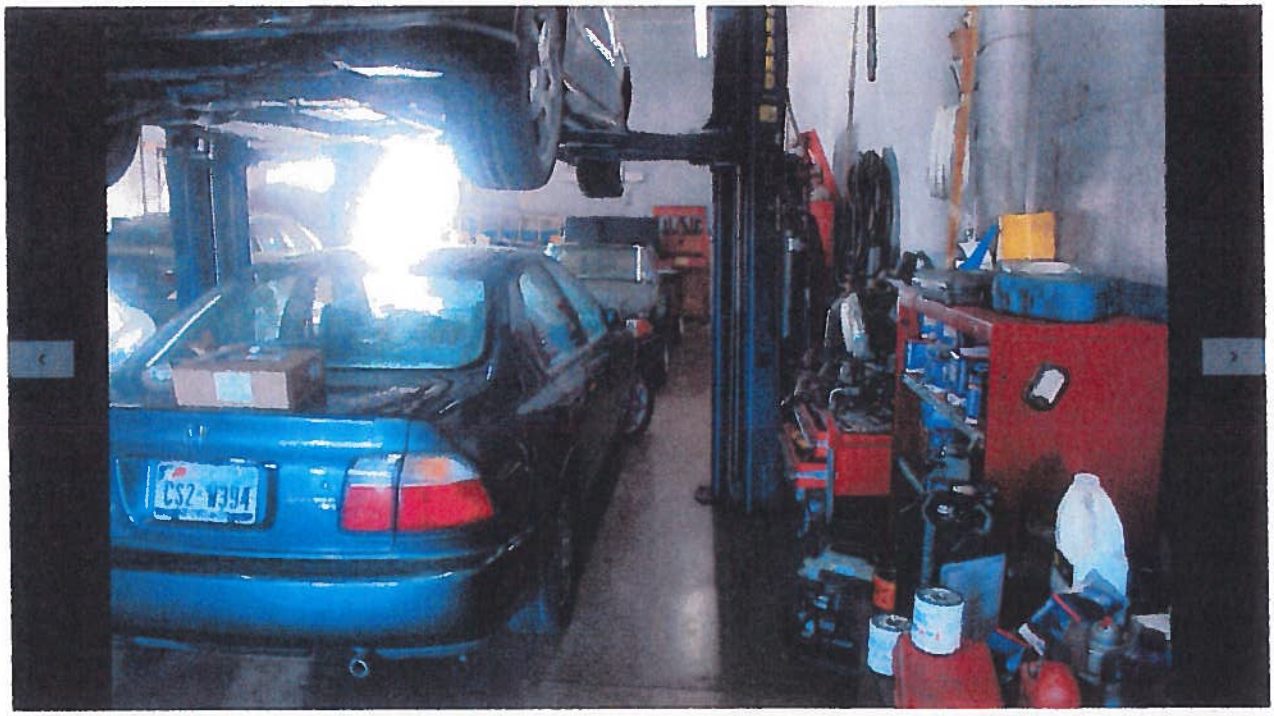
Though the landlord of the shopping center where Mr. Elias' shop is located has forbidden the installation of more fencing, Mr. Elias has tried to comply with city's fencing regulations in his current location.

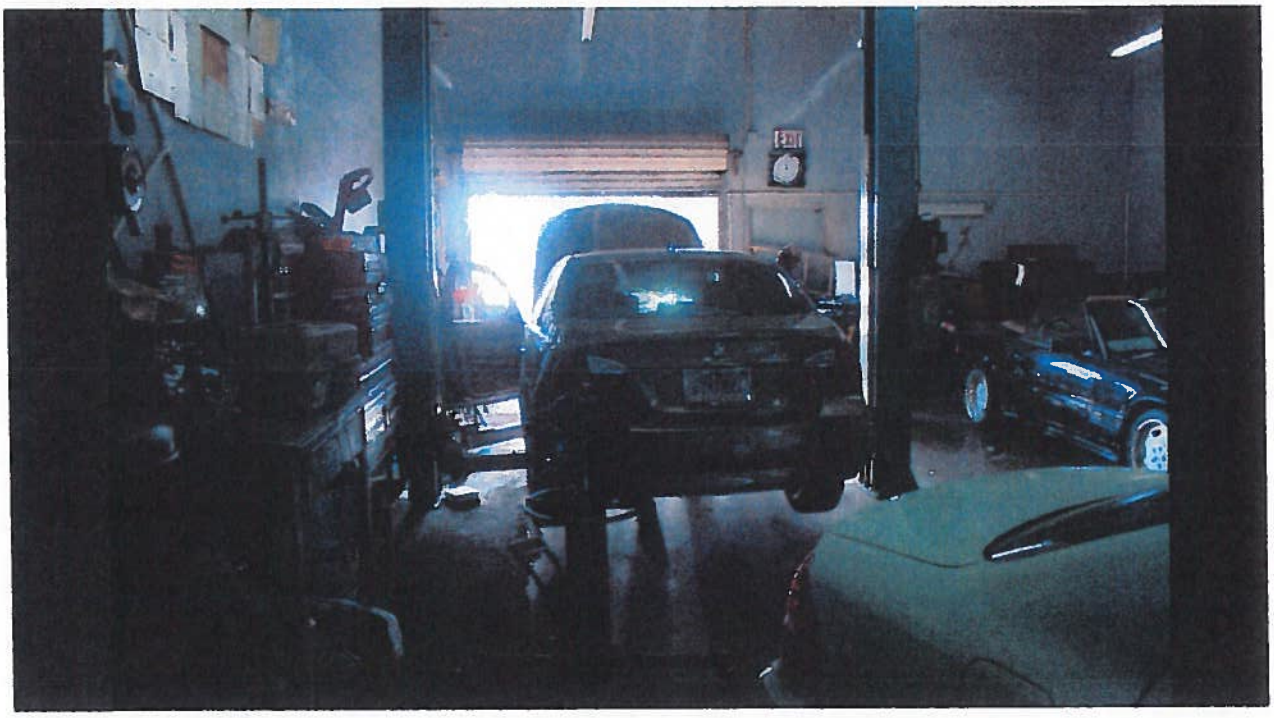
Most importantly towards reaching a long-term solution to the space limitations within the fenced-in area, Mr. Eid Elias is going through the process of having a new shop built which will be entirely surrounded by appropriate fencing. The new shop will allow all of the city regulations to be more easily followed.

Response to Violation 2:

Mr. Elias has built shelves and is using various cabinets, workbenches, and other accoutrement to store his tools and parts. His shop floor and the surrounds are clean and free of parts.







Response to Violation 3:

The grass and plants around Mr.Elias' shop are maintained and manicured. The landlord for the facility is in charge of this maintenance, and hires people to routinely mow, edge, and trim the plants. There is no overgrowth of grass or unsightly weeds.


EID CAR CARE
COMPLETE AUTO SERVICE
281-578-8548


EIDCAR CARE





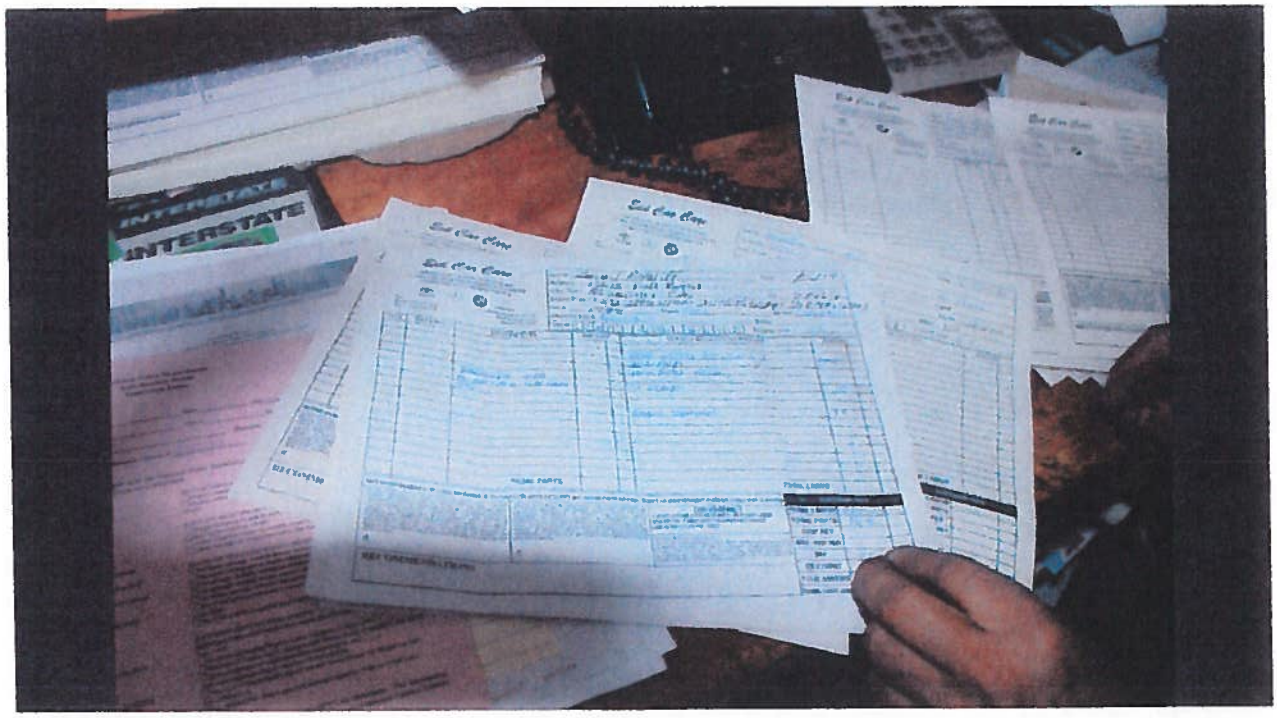
Response to Violation 4:

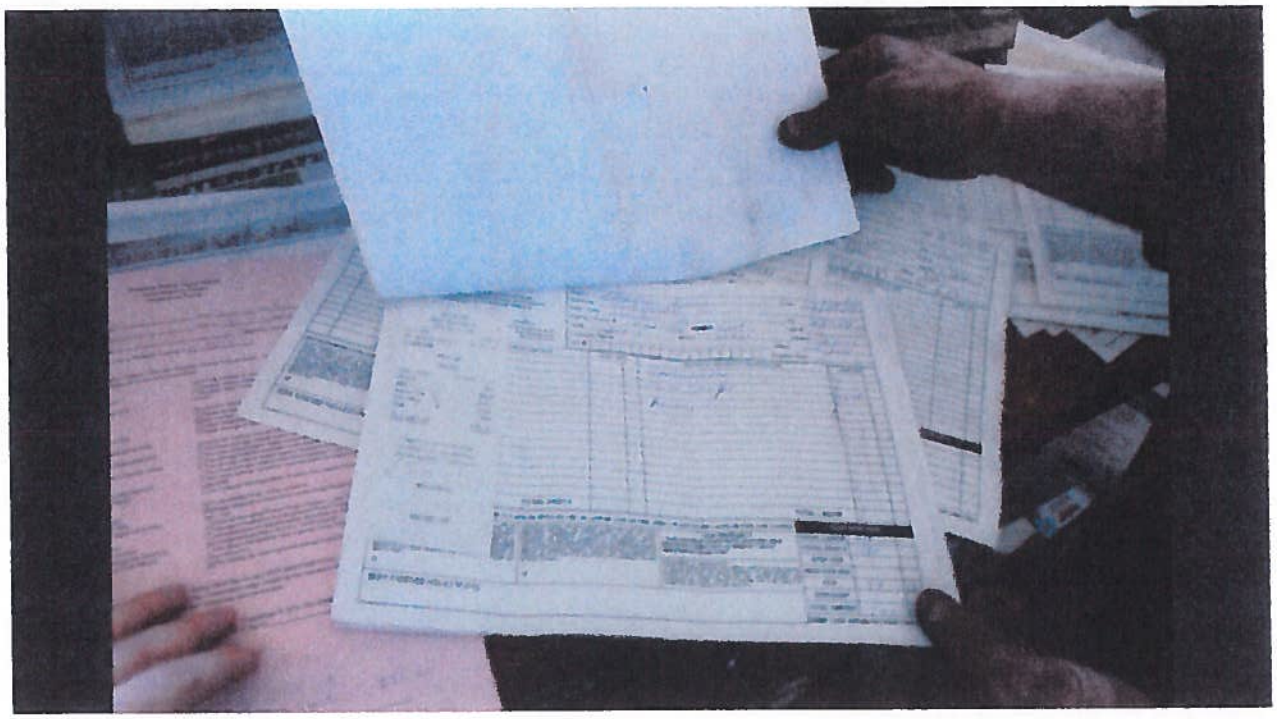
Mr. Elias is complying with all requirements of the Fire Code, for example, is properly handling oily rags. He has an industrial laundry facility clean the rags, as per TCEQ guidelines "Send shop towels to an industrial laundry service for reuse rather than disposing of them." The latest inspection of his shop did not note any violations of the Fire Code.

Response to Violation 5:

Mr. Elias' record-keeping has become better since his last inspection, as noted by the inspector in his latest evaluation, and he is making sure he records all of the required information on his work orders.

Here are some examples of his record-keeping.





In sum, Eid Elias is seeking to abide by all laws, rules, and regulations of the City of Houston, Texas, and the United States. He has taken corrective action to fix his shop's shortcomings, and is taking long-term corrective action in getting a better location for a shop where he can build a shop to specs which will make it much easier to abide by all rules.

CITY OF HOUSTON - CITY COUNCIL
Meeting Date: 10/14/2014
District D

20GGP9136A-Amendment to CM 2011-0029 - Parcels SY10-074, AY10-331, AY10-332A thru AY10-332D, QY10-007, and VY10-039

Agenda Item#: 38.

Summary:
MOTION by Council Member Stardig/Seconded by Council Member Green to **AMEND MOTION #2011-0029**, **1/12/11**, **TO APPOINT** John Fox and David Dominy as independent appraisers to determine the fair market value for the portion of right-of-way on the north side of Wheeler Avenue, ±400 feet from the intersection of Wheeler Avenue and Calhoun Street, to ±368 feet from the intersection of Wheeler Avenue and Cullen Boulevard in exchange for fee-owned land from the University of Houston for the construction of Wheeler Street, from Scott Street east to Calhoun Road, out of the Luke Moore Survey, A-51, Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007 and VY10-039 - **DISTRICT D - BOYKINS**
TAGGED BY COUNCIL MEMBER MARTIN
This was Item 45 on Agenda of October 8, 2014

Background:
SPECIFIC EXPLANATION:
By Motion 2011-0029, City Council authorized the appointment of two independent appraisers to determine fair market value of the City's property interests. Under the motion, the value of the City's property interests is to be established by Alan Dominy and Tom Edmonds. The independent appraisers, Alan Dominy and Tom Edmonds, cannot complete the appraisal assignment.

Therefore, it is recommended City Council amend Motion 2011-0029 by appointing John Fox and David Dominy, independent real estate appraisers, to establish the value.

Prior Council Action:
C.M. 2011-0029 (01/12/2011)

Contact Information:
Nancy P. Collins
Senior Assistant Director-Real Estate
Phone: (832) 395-3130

ATTACHMENTS:

	Description	Type
🗋	20GG9136A - Amend CM 2011-0029 RCA	Backup Material
🗋	20GG9136A - Amend CM 2011-0029 Maps	Backup Material
🗋	20GG9136A-Amendment to CM 2011-0029 - Parcels SY10-074, AY10-331, AY10-332A thru AY10-332D, QY10-007, and VY10-039 PRIOR COUNCIL ACTION	Ordinance/Resolution/Motion
🗋	Tagged Motin	Signed Cover sheet

TO: Mayor via City Secretary **REQUEST FOR COUNCIL ACTION**

SUBJECT: Amendment to Council Motion 2011-0029. **Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007, and VY10-039**	**Page** 1 of 1	**Agenda Item #**
FROM (Department or other point of origin): Department of Public Works and Engineering	**Origination Date**	**Agenda Date**
DIRECTOR'S SIGNATURE: Dale A. Rudick Dale A. Rudick, P.E., Director	**Council District affected:** D **Key Map:** 534A	
For additional information contact: Nancy P. Collins **Phone:** (832) 395-3130 Senior Assistant Director-Real Estate	**Date and identification of prior authorizing Council Action:** C.M. 2011-0029 (01/12/2011)	

RECOMMENDATION: (Summary) It is recommended City Council amend Motion 2011-0029, which authorized the appointment of two independent appraisers to determine fair market value of the City's property interests, by replacing Alan Dominy and Tom Edmonds with John Fox and David Dominy as independent appraisers. **Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007, and VY10-039**

Amount and Source of Funding: Not Applicable	

SPECIFIC EXPLANATION:

By Motion 2011-0029, City Council authorized the appointment of two independent appraisers to determine fair market value of the City's property interests. Under the motion, the value of the City's property interests is to be established by Alan Dominy and Tom Edmonds. The independent appraisers, Alan Dominy and Tom Edmonds, cannot complete the appraisal assignment.

Therefore, it is recommended City Council amend Motion 2011-0029 by appointing John Fox and David Dominy, independent real estate appraisers, to establish the value.

DAR:NPC:tp

c: Jun Chang, P.E., D.WRE
Marta Crinejo
David Feldman
Terry A. Garrison
Daniel Menendez, P.E.
Patrick Walsh, P.E.
Jeffrey Weatherford, P.E., PTOE

z:\tp\sy10-074.rca1.appr.doc CUIC #20GG9136A

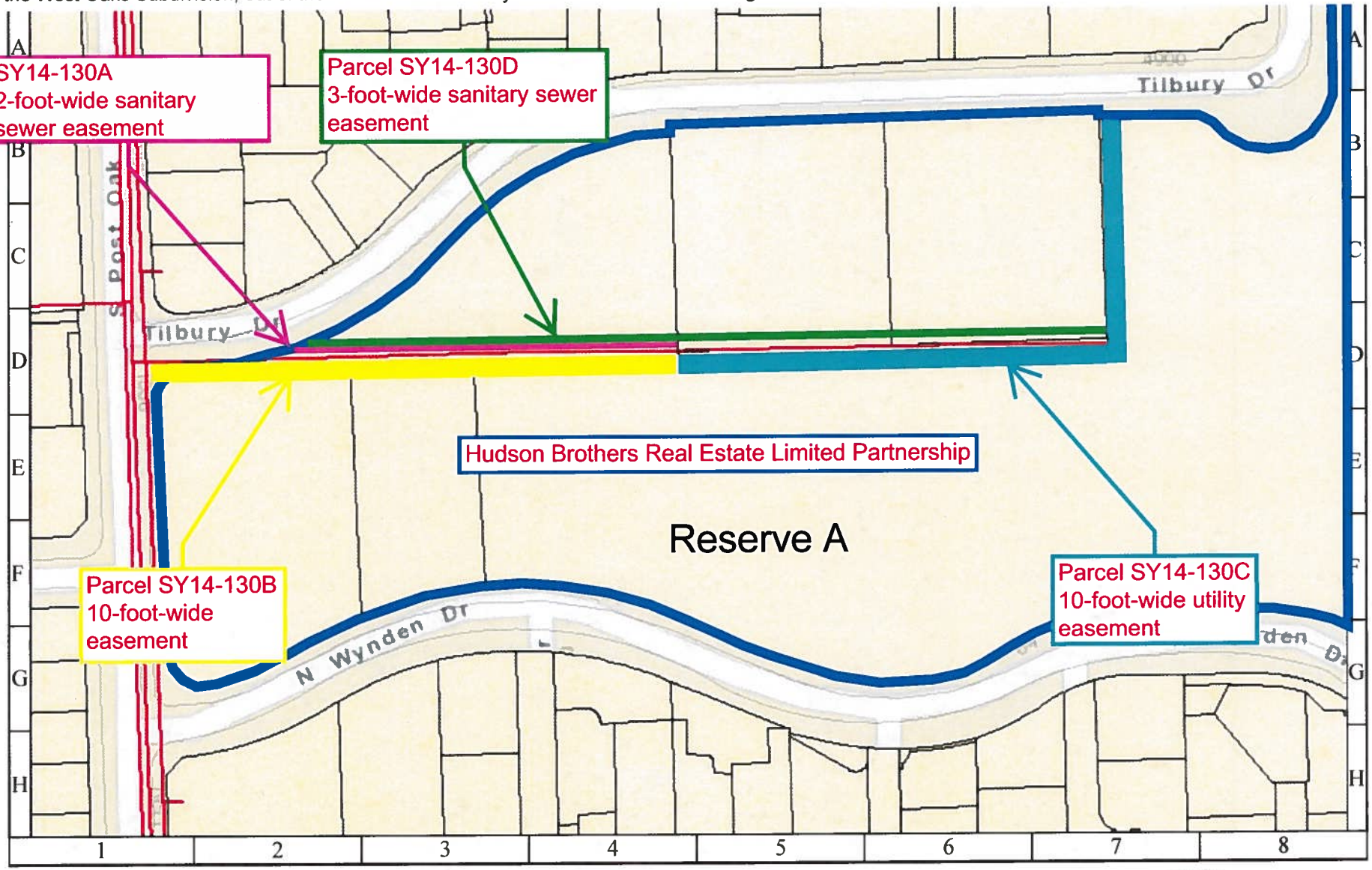
REQUIRED AUTHORIZATION

Finance Department:	**Other Authorization:**	**Other Authorization:** Mark L. Loethen, P.E., CFM, PTOE Deputy Director Planning and Development Services Division

F&A 011.A Rev. 3/94
7530-0100403-00

Parcel Map

Abandonment and sale of: 1) a 2-foot-wide sanitary sewer easement, from ±150 feet east of the northeast property line of Reserve A east ±250 feet; 2) a 10-foot-wide easement, from the northeast property line of Reserve A east ±425 feet; 3) a 10-foot-wide utility easement, from ±425 feet east of the northeast property line of Reserve A east ±425 feet, then north to Tilbury Drive; and 4) a 3-foot-wide sanitary sewer easement, from the northeast property line of Reserve A east ±400 feet, all located within the West Oaks Subdivision, out of the William White Survey. Parcels SY14-130A through SY14-130D

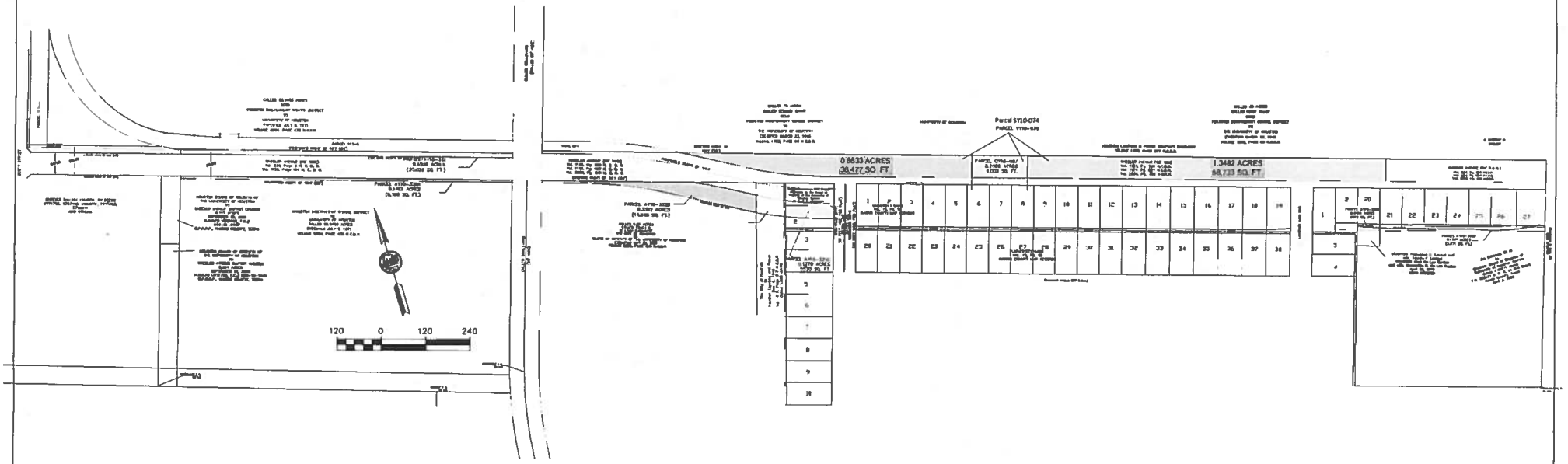


CITY OF HOUSTON
Department of Public Works and Engineering
Geographic Information & Management System (GIMS)

1 inch = 41 feet

DISCLAIMER: THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO THE CITY.
THE CITY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS.
FIELD VERIFICATIONS SHOULD BE DONE AS NECESSARY.

Abandonment and sale of the excess right-of-way on Wheeler Avenue, ±400 feet from the intersection of Wheeler Avenue and Calhoun Street, to ±368 feet from the intersection of Wheeler Avenue and Cullen Boulevard, in exchange for the conveyance to the City of a 9,009-square-foot multiple use easement, a 106,215-square-foot easement, both out of Tract 3, and 6 fee-owned parcels of land from the University of Houston for the construction of Wheeler Street, from Scott Street east to Calhoun Road, all out of the Luke Moore Survey. **Parcels SY10-074, QY10-007, VY10-039, AY10-331, AY10-332A through AY10-332E**



LEGEND

H. C. C. F. #	HARRIS COUNTY CLERK'S FILE NUMBER
F. C. #	FILM CODE NUMBER
H. C. D. R.	HARRIS COUNTY DEED RECORDS
O. P. R. R. P.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
●	SET: 5/8" IRON ROD WITH CAP
H. C. M. R.	HARRIS COUNTY MAP RECORDS
■	SET: PK NAIL WITH CAP
○	FOUND: 5/8" IRON ROD WITH CAP

NOTES:

1. ALL BEARINGS ON THIS SURVEY ARE BASED ON THE TEXAS PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES. TO CONVERT GRID COORDINATES TO SURFACE, DIVIDE BY A SCALE FACTOR OF 0.99988701 ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS TRACT MAY BE SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD NOT SHOWN HEREON.
3. SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON MATHEMATICAL CLOSURES AND DO NOT NECESSARILY REPRESENT THE POSITIONAL ACCURACY OF THE EXISTING BOUNDARY MONUMENTATION.
4. THIS SURVEY DOES NOT PROVIDE INFORMATION CONCERNING WETLANDS, FAULT LINES, TOXIC WASTE AREAS, OR ANY OTHER ENVIRONMENTAL CONCERNS.
5. THE WORDS "CERTIFY" AND "CERTIFIES", CARRY NO GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
7. THIS TRACT IS SUBJECT TO, BUT NOT LIMITED TO THE RESTRICTIONS AND COVENANTS OF THE CITY OF HOUSTON, TEXAS.
6. THIS SURVEY MEETS OR EXCEEDS THE MINIMAL STANDARDS FOR POSITIONAL ACCURACY AS PROMULGATED BY THE CURRENT PUBLICATION OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
7. DISTANCES SHOWN FROM IMPROVEMENTS MAY NOT BE USED TO RECONSTRUCT THE BOUNDARIES.
8. THIS SURVEY PLAT WAS PREPARED WITH A CORRESPONDING SET OF METES AND BOUNDS, WHICH COPIES OF SAME MAY BE FOUND IN CITY OF HOUSTON SURVEY DEPARTMENT FILES.

I, JACK R. CHILES, SR., HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID SURVEY SUBSTANTIALLY MEETS THE CURRENT STANDARDS FOR PROFESSIONAL LAND SURVEYING AS DEFINED BY THE PROFESSIONAL LAND SURVEYING PRACTICES ACT EFFECTIVE SEPTEMBER 1, 1991, AND AMENDED SEPTEMBER 1, 1996.

JACK R. CHILES, SR. R. P. L. S. # 4778

CITY OF HOUSTON
PUBLIC WORKS AND
ENGINEERING DEPARTMENT

WHEELER AVENUE ALIGNMENT SHEET
SHOWING THE PROPOSED RIGHT OF WAY
ACQUISITION FROM SCOTT STREET TO
CALHOUN STREET

DATE:

CHIEF SURVEYOR — RIGHT OF WAY SECTION

KEY MAP NO. 534A	GMS MAP NO. 54568
PARCEL NOS. AY10-331A-E PARCEL NOS. AY10-333	
GFS NO.	
DATE: 05/08/2010	
SURVEY BY: JM, MJ	
DRAWN BY: JRC	
F.B. # 215	
SCALE: 1" = 120'	

FILE NAME:

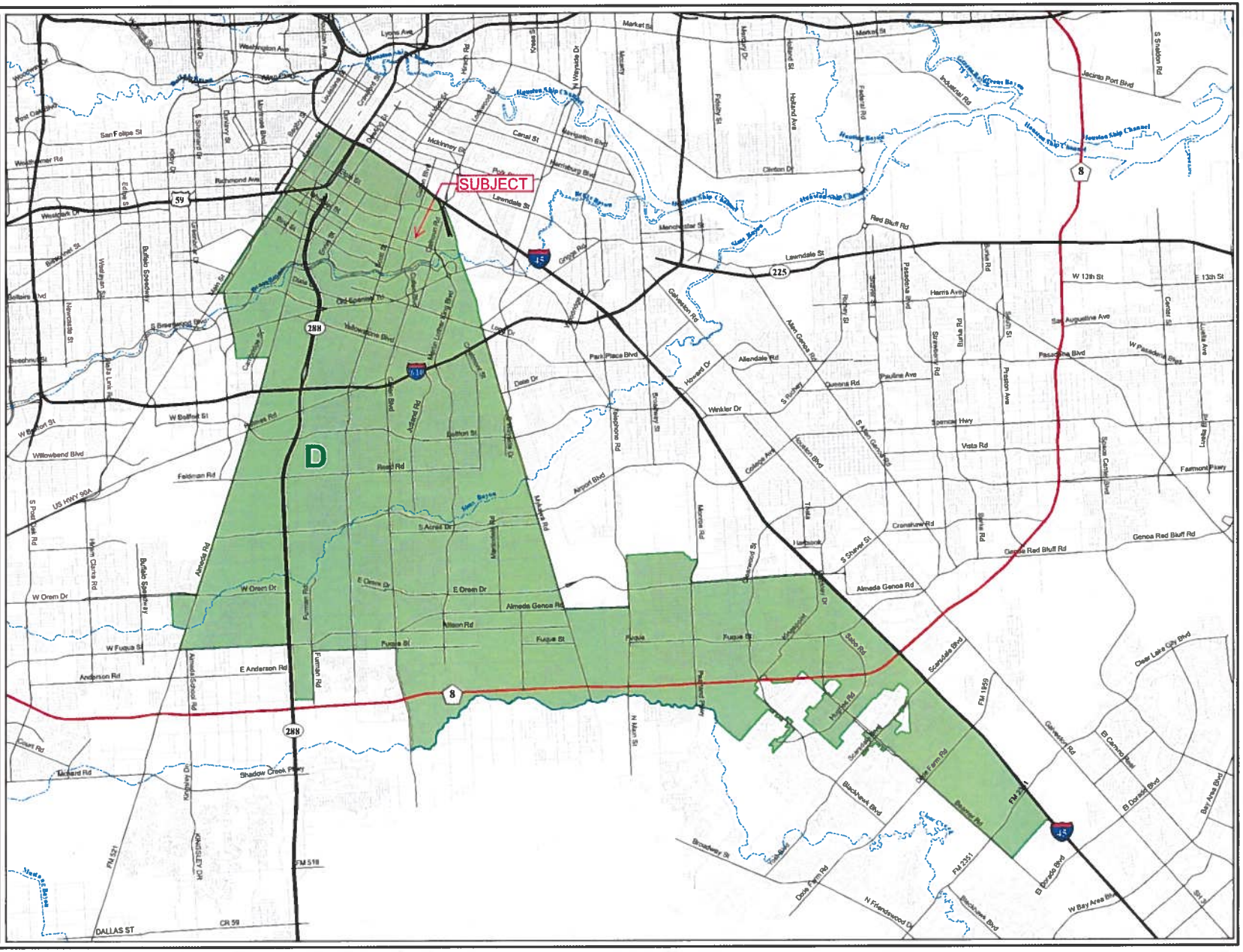
City Of Houston
Council District D
Dwight Boykins

Legend

Waterway

District D

Amendment to Council Motion 2011-0029. Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007, and VY10-039



Source: GIS Services Division
Date: January 2014
Reference: pj17375_D

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.

PLANNING & DEVELOPMENT DEPARTMENT

MOTION NO. 2011 0029

MOTION by Council Member Lovell that the recommendation of the Director Department of Public Works and Engineering, relative the appointment of appraisers to determine the fair market value of a portion of the property known as Wheeler Avenue and Calhoun Street, Parcels SY10-074A, SY10-074B, AY10-331, AY10-332A through AY10-332D, AY10-333, QY10-007 and VY10-039, be adopted, and the City Council hereby appoints Alan Dominy and Tom Edmonds, independent appraisers, to determine the fair market value for the portion of right-of-way on the north side of Wheeler Avenue, ±400 feet from the intersection of Wheeler Avenue and Calhoun Street, to ±368 feet from the intersection of Wheeler Avenue and Cullen Boulevard, in exchange for fee-owned land from the University of Houston for the construction of Wheeler Street, from Scott Street east to Calhoun Road, out of the Luke Moore Survey, A-51, inasmuch as the value of the City's property interests are expected to exceed $1,000,000.00.

Seconded by Council Member Gonzalez and carried.

Mayor Parker, Council Members Stardig, Johnson, Clutterbuck, Adams, Sullivan, Pennington, Gonzalez, Rodriguez, Costello, Lovell, Noriega and Jones voting aye
Nays none

Council Member Hoang absent on City business

Council Member Bradford out of the City

PASSED AND ADOPTED this 12th day of January, 2011.

Pursuant to Article VI, Section 6 of the City Charter, the effective date of the foregoing motion is January 18, 2011.

City Secretary

MOTION NO. 2014

MOTION by Council Member Stardig that the recommendation of the Director of the Department of Public Works and Engineering, amendment to Council Motion 2011-0029 relative to the appointment of appraisers to determine the fair market value of a portion of the property known as Wheeler Avenue and Calhoun Street, Parcels SY10-074, AY10-331, AY10-332A through AY10-332D, QY10-007 and VY10-039, be adopted, and Motion 2011-0029 is hereby amended to appoint John Fox and David Dominy, independent real estate appraisers, to determine the fair market value for the portion of right-of-way on the north side of Wheeler Avenue, ±400 feet from the intersection of Wheeler Avenue and Calhoun Street, to ±368 feet from the intersection of Wheeler Avenue and Cullen Boulevard in exchange for fee-owned land from the University of Houston for the construction of Wheeler Street, from Scott Street east to Calhoun Road, out of the Luke moore Survey, A-51.

Seconded by Council Member Green

Mayor Parker, Council Members Martin and Christie out of the City on City business

Council Member Robinson absent on City business

Mayor Pro Tem Gonzalez presiding

On 10/1/14 the above motion was tagged by Council Member Boykin.

cr