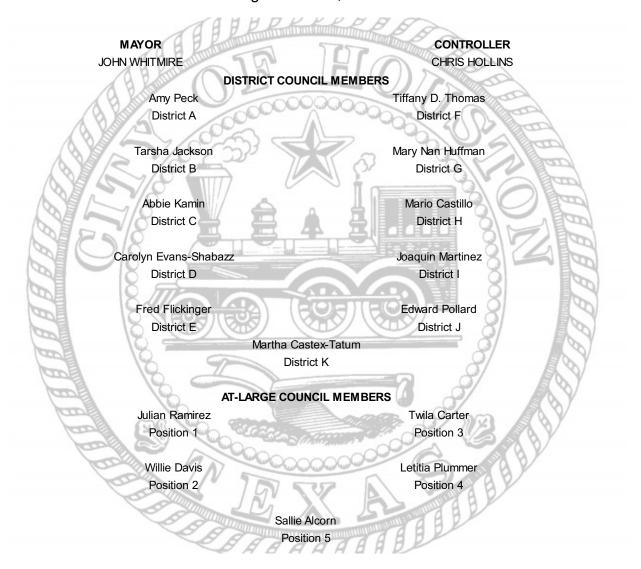
AGENDA

CITY OF HOUSTON • CITY COUNCIL August 12 & 13, 2025



Marta Crinejo, Agenda Director

Troy Lemon, Interim City Secretary

In 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.

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To reserve time to appear before Council call 832-393-1100, or email us at speakers@houstontx.gov or weather permitting you may come to the Office of the City Secretary, City Hall Annex, Public Level by 3:00 pm the Monday before Public Session.

AGENDA - COUNCIL MEETING Tuesday, August 12, 2025 - 1:30 PM City Hall - In Person Meeting

PRESENTATIONS

2:00 P.M. – INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION AND PLEDGE OF ALLEGIANCE - Council Member Evans-Shabazz

ROLL CALL AND ADOPT THE MINUTES OF THE PREVIOUS MEETING

<u>PUBLIC SPEAKERS</u> - 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

RECESS

RECONVENE

WEDNESDAY - August 13, 2025 - 9:00 A. M.

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

HEARINGS

- 9:00 A.M. PUBLIC HEARING on the re-adoption of Article XII of CHAPTER 32, CODE OF ORDINANCES, CITY OF HOUSTON, regarding Standards of Care for the Houston Parks & Recreation Department Youth Recreation Programs
- 2. **PUBLIC HEARING** to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily developments:

Waters at Arrowood 8304 S. Course Drive DISTRICT J
Coolwood Oaks 777 Coolwood Drive DISTRICT I

3. **PUBLIC HEARING** to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily developments:

Haverstock Hills East 5619 Aldine Bender Rd **Haverstock Hills West** 5609 Aldine Bender Rd

MAYOR'S REPORT

CONSENT AGENDA NUMBERS 4 through 63

MISCELLANEOUS - NUMBERS 4 through 8

- 4. RECOMMENDATION from the Director of the Finance Department that the City Council (1) receive the estimated Tax Year 2025 Appraisal Roll information, (2) certify the anticipated collection rate and (3) appoint LaToya Stephenson and Alma Tamborello to calculate and publish the City's No-New-Revenue and Voter-Approval Tax Rates in accordance with the "Truth-In-Taxation" provisions of the State Tax Code.
- 5. SUBMISSION from Director of Finance of the no-new-revenue tax rate and voter-approval tax rate calculations based on estimated tax roll information, to be updated when certified appraisal information is received
- 6. RECOMMENDATION from Mayor's Office of Intergovernmental Relations for payment of Annual Membership Renewal to the Annual Membership Renewal for the National League of Cities \$51,410.00 General Fund
- 7. RECOMMENDATION from Mayor's Office of Intergovernmental Relations for payment of Annual Membership Renewal to the United States Conference of Mayors \$51,630.00 General Fund
- 8. AMEND MOTION #2025-96, 2/12/25, TO REFLECT the correct total of the final payment for the acceptance of work for GREEN RIVER DRIVE and CHATWOOD LIFT STATION DIVERSION on award to REYTEC CONSTRUCTION RESOURCES, INC, in the amount of \$22,480,407.48 Enterprise Fund DISTRICT B JACKSON

ACCEPT WORK - NUMBERS 9 through 17

- 9. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$2,783,311.48 and acceptance of work on contract with CFG INDUSTRIES, LLC for Rehabilitation of Water Storage Tanks Package 13 4.52% under the original contract amount and under the 5% contingency amount <u>DISTRICT E FLICKINGER</u>
- 10. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$3,992,219.93 and acceptance of work on contract with DL GLOVER UTILITIES, LLC for FY2023 Local Drainage Program (LDP) Contract #2 0.19% under the original contract amount and under the 5% contingency amount DISTRICTS A PECK; C KAMIN; D EVANS-SHABAZZ; E FLICKINGER and I MARTINEZ
- 11. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$9,786,960.35 and acceptance of work on contract with GRAVA, LLC for Lift Station Renewal and Replacement Northborough Drive #1, Northborough Drive #2, Old Katy Road, Richmond #1 and Bonner Road Lift Stations 4.08% over the original contract amount and under the 5% contingency amount DISTRICTS A PECK; B JACKSON; C KAMIN and F THOMAS
- **12.** RECOMMENDATION from Director Houston Public Works for approval of

- final contract amount of \$726,987.56 and acceptance of work on contract with HORSESHOE CONSTRUCTION, INC for New Front Easement Reconnections 42.05% under the original contract amount DISTRICTS C KAMIN; D EVANS-SHABAZZ; E FLICKINGER; G HUFFMAN; H CASTILLO and I MARTINEZ
- 13. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$10,798,349.29 and acceptance of work on contract with LEM CONSTRUCTION COMPANY, INC for Sims Bayou South Wastewater Treatment Plant (WWTP) Improvements 1.80% under the original contract amount and under the 5% contingency amount DISTRICT I MARTINEZ
- 14. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$4,905,516.91 and acceptance of work on contract with LOPEZ UTILITIES CONTRACTOR, LLC for Neighborhood Sewer Rehabilitation Program 3.36% over the original contract amount and under the 5% contingency amount DISTRICTS A PECK; B JACKSON; C KAMIN; D EVANS-SHABAZZ; F THOMAS; G HUFFMAN; H CASTILLO; I MARTINEZ; J POLLARD and K CASTEX-TATUM
- 15. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$8,376,625.73 and acceptance of work on contract with NERIE CONSTRUCTION, LLC for DR15 SWAT 12A Bonita Gardens Drainage and Paving Improvements 4.60% under the original contract amount and under the 5% contingency amount DISTRICTS B JACKSON and H CASTILLO
- 16. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$216,566.45 and acceptance of work on contract with PERSONS SERVICES CORP for FY2020 Drainage Rehab (SWAT) Work Orders #3 94.59% under the original contract amount and under the 5% contingency amount DISTRICTS G HUFFMAN and I MARTINEZ
- 17. RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$15,318,726.78 and acceptance of work on contract with REYTEC CONSTRUCTION RESOURCES, INC for Alief Village and Belle Park #2 Lift Station Diversions 4.01% under the original contract amount and under the 5% contingency amount DISTRICT F THOMAS

PROPERTY - NUMBERS 18 through 20

- 18. RECOMMENDATION from City Attorney, to deposit the amount of the Award of Special Commissioners into the Registry of the Court to pay all Costs of Court in connection with eminent domain proceeding styled City of Houston v. St. Maron Properties, LLC, Cause No. 1251414 for BOOKER LANDFILL-WEST DONOVAN DRAINAGE PROJECT, Parcel LY21-013 DISTRICT E FLICKINGER
- 19. RECOMMENDATION from Director Houston Public Works, reviewed and approved by the Joint Referral Committee, on request from Luis D. Valencia, of Benchmark Engineering Corporation, declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from

- Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8, Parcel SY24-092 **DISTRICT I MARTINEZ**
- 20. RECOMMENDATION from Director Houston Public Works, reviewed and approved by the Joint Referral Committee, on request from Richard Pena, of RSP Designs, LLC, declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395, Parcels SY21-031A and SY21-031B DISTRICT J POLLARD

PURCHASING AND TABULATION OF BIDS - NUMBERS 21 through 32

- **21. SANTENA USA LLC** for Supply of Dry and Wet Pet Food for Animals for the Administration and Regulatory Affairs Department \$789,753.96 3 Years with 2 one-year options BARC Special Revenue Fund
- **22. AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES** for Membership and Training for the Houston Airport System \$1,035,000.00 5 Years Enterprise Fund
- 23. CHASTANG ENTERPRISES HOUSTON, LLC, \$9,347,580.00 and HOLT TRUCKING CENTERS OF TEXAS, LLC, \$4,246,500.00, for Purchase of Twenty-one (21) Autocar Side Loaders and Ten (10) Battle Side Loaders through the Cooperative Purchasing Agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Management Department Equipment Acquisition Consolidated Fund
- **24. SILSBEE FORD**, The Interlocal Purchasing System supplier, for Purchase of Ford Police Interceptor Vehicles for the Fleet Management Department on behalf of the Houston Airport System \$1,505,267.43 Police Consolidated Construction Fund
- 25. ORDINANCE appropriating \$800,000.00 out of Contributed Capital Project Fund for Planned Tenant Migration Consolidated Services Projects for Houston Information Technology Services on behalf of the Houston Police Department
- 26. APPROVE spending authority in an amount not to exceed \$760,000.00 for Purchase of Tenant Migration Consolidation Services through the Texas Department of Information Resources (DIR) for Houston Information Technology Services on behalf of the Houston Police Department, from QUISITIVE, LLC 1 Year Contributed Capital Project Fund This item should only be considered after passage of Item 25 above
- 27. APPROVE spending authority in an amount not to exceed \$181,972.00 for Purchase of an ICP-MS Spectrometer System, Supplies, Accessories, Installation and Training Services through the Omnia Purchasing Cooperative Contract for the Houston Health Department, from FISHER SCIENTIFIC COMPANY LLC Equipment Acquisition Consolidated Fund
- **28.** APPROVE spending authority in an amount not to exceed \$184,695.00 for

- Purchase of Surveillance Equipment, including Software and Support Services for the Houston Police Department, from GPS VEHICLE TRACKING SOLUTIONS LLC/dba INTEGRITY SURVEILLANCE GROUP 5 Years General, Grant and Other Funds
- 29. AMEND MOTION NO. 2023-31, 1/11/23, TO INCREASE spending authority for Purchase of Ammunition and Accessories for the Houston Police Department, awarded to TXAT LLC \$192,778.00 General Fund
- 30. AMEND MOTION NO. 2023-691, 10/18/23, TO INCREASE spending authority for Emergency Purchase of Maintenance and Repair of Belt Filter Presses for Houston Public Works, awarded to ALFA LAVAL, INC \$500,000.00 Enterprise Fund
- 31. AMEND MOTION NO. 2022-267, 5/25/22, TO INCREASE spending authority for Purchase of Level Measurement Devices for Houston Public Works, awarded to VEGA AMERICAS, INC \$600,000.00 Enterprise Fund
- 32. AMEND MOTION NO. 2022-275, 6/1/22, TO INCREASE spending authority for Purchase of Submersible Trash Pumps from the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for Houston Public Works, awarded to XYLEM DEWATERING SOLUTIONS, INC \$192,787.56 Enterprise Fund

ORDINANCES - NUMBERS 33 through 63

- 33. ORDINANCE approving and authorizing first amendment to Subrecipient Agreement between City of Houston and SEARCH HOMELESS SERVICES to provide additional Emergency Solutions Grants Funds and Community Development Block Grant Funds for continued operation of Rapid Unsheltered Survivor Housing Program to provide Rapid Rehousing Case Management Services and Rental Assistance to households experiencing homelessness in Houston 1 Year \$247,861.72 Grant Fund
- 34. ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **FAMILY ENDEAVORS**, **INC** in HOME Investment Partnerships Program American Rescue Plan and End Street Homelessness Funds for program that will serve approximately 150 households
- **35.** ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **HARRIS CENTER FOR MENTAL HEALTH & IDD** to provide End Street Homelessness Funds for program serving 120 individuals annually
- 36. ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and HOUSTON RECOVERY CENTER LGC, to provide Initiative to End Street Homelessness Funds for program providing individuals experiencing homelessness with Emergency Shelter and Medical, Substance Use Disorder, Mental Health, and Other Services Through July 31, 2026 \$930,897.46 End Street Homelessness Fund DISTRICT H CASTILLO
- **37.** ORDINANCE approving and authorizing submission of required application

- materials to the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT f o r Community Project Funding/Congressionally Directed Spending Award and the execution of the associated Grant Agreement between HUD and the City of Houston and related Forms and Documents by the Mayor, or the Mayor's designee DISTRICT D EVANS-SHABAZZ
- 38. ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and UNIVERSITY OF HOUSTON for FRONTLINES Project for the Houston Health Department; providing a maximum contract amount Through September 29, 2028 with 2 one-year options \$400,000.00 Grant Fund
- 39. ORDINANCE appropriating \$77,837.08 out of Airports Improvement Fund and approving and authorizing Reimbursable Agreement between City of Houston and FEDERAL AVIATION ADMINISTRATION for Rehabilitation Project at George Bush Intercontinental Airport/Houston (IAH) DISTRICT B JACKSON
- 40. ORDINANCE appropriating \$119,589.19 out of Airports Improvement Fund and approving and authorizing Reimbursable Agreement between City of Houston and FEDERAL AVIATION ADMINISTRATION for Design, Engineering, Review, and Construction at William P. Hobby Airport (HOU) DISTRICT I MARTINEZ
- **41.** ORDINANCE amending Ordinance No. 2024-611 to include Cash Match for Community Project Funding Grant for the Houston Fire Department
- **42.** ORDINANCE appropriating \$2,990,000.00 out of Police Consolidated Construction Fund and \$303,000.00 out of Contributed Capital Project Fund for planned Radio Tower Project for the Houston Information Technology Services Department
- **43.** ORDINANCE appropriating \$1,000,000.00 out of Equipment Acquisition Consolidated Fund for planned Public Safety Computer-Aided Dispatch Replacement for the Houston Information Technology Services Department
- **44.** ORDINANCE appropriating \$150,000.00 out of Equipment Acquisition Consolidated Fund for Public Facing Computer Refresh Project for the Houston Information Technology Services Department on behalf of the Houston Public Library
- **45.** ORDINANCE appropriating \$1,141,000.00 out of Equipment Acquisition Consolidated Fund for planned Next Generation Network Project for the Houston Information Technology Services Department
- **46.** ORDINANCE appropriating \$820,000.00 out of Police Consolidated Construction Fund for planned HPD Criminal Justice Information Services Compliance Infrastructure Replacement Project for Houston Information Technology Services on behalf of the Houston Police Department
- 47. ORDINANCE approving and authorizing agreement between City of Houston and GREENBERG TRAURIG, LLP for Bond Counsel Services for Various Departments; providing a maximum contract amount.

 Pursuant to Texas Government Code Section 2254.1036, the following
 - written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in

the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

- ORDINANCE approving and authorizing agreement between City of 48. Houston and GREENBERG TRAURIG. LLP for Bond Counsel Services for Various Departments; providing a maximum contract amount Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a fullservice firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.
- 49. ORDINANCE approving and authorizing agreement between City of Houston and BRACEWELL LLP for Bond Counsel Services for Various Departments: providing a maximum contract amount Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Bracewell LLP ("Bracewell") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Bracewell is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will

- not be obligated to pay any legal fees unless the transaction successfully closes.
- **50.** ORDINANCE approving and authorizing agreement between City of Houston and **NORTON ROSE FULBRIGHT US LLP** for Disclosure Counsel Services for Various Departments; providing a maximum contract amount

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed disclosure counsel, Norton Rose Fulbright US LLP ("Norton Rose Fulbright") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Norton Rose Fulbright is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

- **51.** ORDINANCE approving and authorizing agreement between City of Houston and **MCCALL PARKHURST & HORTON**, **LLP** for Disclosure Counsel Services for Various Departments; providing a maximum contract amount
 - Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed disclosure counsel, McCall Parkhurst & Horton LLP ("McCall") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as disclosure counsel for the City. McCall has previously represented the City in connection with the issuance of various bonds and other obligations. The engagement of McCall is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.
- 52. ORDINANCE approving and awarding contracts between City of Houston and (1) AVENU INSIGHTS AND ANALYTICS, LLC, (2) BDO USA, P.C., and (3) FOX, SMOLEN AND ASSOCIATES, INC for Professional Franchise Compliance Audit Services for the Administration and Regulatory Affairs Department; providing a maximum contract amount 3 Years with 2

- one-year options \$600,000.00 General Fund
- 53. ORDINANCE approving and awarding contract to **BERLITZ LANGUAGES**, **INC** to provide Conversational Language Testing Services for Various Departments; providing a maximum contract amount 3 Years with 2 one-year options \$482,423.81 General and Central Service Revolving Funds
- 54. ORDINANCE amending Ordinance No. 2025-0208 (Passed March 19, 2025) to amend maximum contract amount for contract between City of Houston and DENALI WATER SOLUTIONS, LLC for Maintenance Services of Forebays 1 and 2 at East Water Purification Plant for Houston Public Works (as approved by Ordinance No. 2025-0208)
- 55. ORDINANCE approving and authorizing contract between City of Houston and **AKIN GUMP STRAUSS HAUER & FELD LLP** for Federal Lobbyist Services; providing a maximum contract amount 2 Years with 1 one-year option \$1,337,400.00 General and Enterprise Funds
- 56. ORDINANCE approving and authorizing Sub-Award Agreement with CHILDREN'S ASSESSMENT CENTER FOUNDATION to be funded by Fiscal Year 2021 Internet Crimes Against Children Task Forces Grant Award through the United States Department of Justice, Office of Justice Programs
- 57. ORDINANCE approving and authorizing second amendment to agreement between City of Houston and BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1 for Capacity in Sanitary Sewer Conveyance Facilities (as approved by Ordinance No. 1989-1042 and as amended by Ordinance No. 2008-1142) DISTRICT E FLICKINGER
- 58. ORDINANCE approving and authorizing submission of Grant Application to the U.S. DEPARTMENT OF TRANSPORTATION Safe Streets and Roads for All Program (SS4A) for the Citywide Safe School Access Program; declaring the city's eligibility for such Grant; authorizing the Director of Houston Public Works or Director's Designee ("Director") to act as the City's representative in the Grant application process, to accept such Grant Funds, if awarded, and to apply for and accept all subsequent awards, if any, pertaining to the program DISTRICTS A PECK; B JACKSON; C KAMIN; E FLICKINGER; H CASTILLO and I MARTINEZ
- 59. ORDINANCE awarding contract to V&S CONSTRUCTION COMPANY, LLC for Miscellaneous Small Diameter Waterline, Fire Hydrant and Valve Rehabilitation and Repairs Package III; 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 testing services and contingencies relating to construction of facilities financed by the Water & Sewer System Operating Fund; providing a maximum contract amount \$4,217,102.00
- 60. ORDINANCE appropriating \$114,975.00 out of Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax as an appropriation to Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and TEXAS DEPARTMENT OF TRANSPORTATION for Chimney Rock Rd, Dairy

- Ashford Rd, and Fondren Rd Traffic Safety Projects (CSJs 0912-72-709, 0912-72-713 and 0912-72-715); providing funding for CIP Cost Recovery relating to construction of facilities financed by Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax
- 61. ORDINANCE approving and authorizing Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Chimney Rock Rd, Dairy Ashford Rd, and Fondren Rd Traffic Safety Projects (CSJs 0912-72-709, 0912-72-713 and 0912-72-715)

This item should only be considered after passage of Item 60 above

- 62. ORDINANCE appropriating \$45,360.00 out of Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax as an appropriation to Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and TEXAS DEPARTMENT OF TRANSPORTATION for Clearwood Dr at Ledge St, Bellfort Ave at Stassen St, Westpark Dr at Westchester, and Chartres St at Runnels St Traffic Safety Projects (CSJs 0912-72-711, 0912-72-707, 0912-72-726 and 0912-72-758); providing funding for CIP cost recovery relating to construction of facilities financed by Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax
- 63. ORDINANCE approving and authorizing Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and TEXAS DEPARTMENT OF TRANSPORTATION for Clearwood Dr at Ledge St, Bellfort Ave at Stassen St, Westpark Dr at Westchester, and Chartres St at Runnels St Traffic Safety Projects (CSJs 0912-72-711, 0912-72-707, 0912-72-726 and 0912-72-758)

This item should only be considered after passage of Item 62 above

END OF CONSENT AGENDA

CONSIDERATION OF MATTERS REMOVED FROM CONSENT AGENDA

NON CONSENT AGENDA - NUMBER 64

NON-CONSENT - MISCELLANEOUS

64. REVIEW on the Record and make determination relative to the appeal from the decision of the Sign Administration, on denial of an Off Premise Sign at 11700 Wilcrest Drive, filed by Christopher W. Rothfelder, on behalf of SignAd, Ltd

MATTERS HELD - NUMBER 65 through 69

- 65. ORDINANCE consenting to the addition of 11.478 acres of land to HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 460, for inclusion in its district DISTRICT D EVANS-SHABAZZ DELAYED BY MOTION 2025-529
 - This was Item 41 on Agenda of July 23, 2025
- **66. SILSBEE FORD**, The Interlocal Purchasing System supplier, for Purchase

of Ford Explorer Interceptor Vehicles for the Fleet Management Department on behalf of the Houston Airport System - \$2,159,731.53 - HAS-AIF Capital Outlay Fund

TAGGED BY COUNCIL MEMBER KAMIN

This was Item 13 on Agenda of July 30, 2025

67. Consideration of proposed amendment to Item 69 below, submitted in writing on July 23, 2025 by Council Member Thomas

TAGGED BY COUNCIL MEMBER MARTINEZ

This was Item 46 on Agenda of July 30, 2025

68. Consideration of proposed amendment to Item 69 below, submitted in writing on July 30, 2025 by Council Member Plummer TAGGED BY COUNCIL MEMBER MARTINEZ

69. ORDINANCE approving and authorizing submission of the Action Plan for Disaster Recovery - 2024 Derecho and Hurricane Beryl to the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, including a Community Development Block Grant - Disaster Recovery 2024 Application and Budget for the Community Development Block Grant - Disaster Recovery 2024 Grant in the amount of \$314,645,000.00; to accept Funds from the aforementioned Grant, if awarded

TAGGED BY COUNCIL MEMBER MARTINEZ

This was Item 47 on Agenda of July 30, 2025

MATTERS TO BE PRESENTED BY COUNCIL - Council Member Alcorn 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.



Meeting Date: 8/12/2025

Item Creation Date:

Speakers List

Agenda Item#:

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/9/2025

PRD - Public Hearing on Standards of Care

Agenda Item#: 1.

Summary:

9:00 A.M. - PUBLIC HEARING on the re-adoption of Article XII of **CHAPTER 32, CODE OF ORDINANCES, CITY OF HOUSTON**, regarding Standards of Care for the Houston Parks & Recreation Department Youth Recreation Programs

Background:

In order to comply with 42.041 (b) (14) of the Texas Resources Code, the Houston Parks and Recreation Department (HPARD) requests City Council hold a public hearing regarding the Houston Youth Recreation Program Standards of Care codified in Article XII of Chapter 32 on the City of Houston Code of Ordinances. The Standards of Care are intended to be the minimum standards HPARD will use to operate the After-School Enrichment Program. The program offers a wide range of recreational activities, including arts and crafts, sports, games, field trips, and cultural and special events.

HPARD's After-School Enrichment Program is subject to regulation. However, the Texas human Resources Code 42.041 (b) (14) provides an exemption for a recreation program for elementary age children (ages 5 - 13) with the following criteria:

- A municipality operates the program
- The governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs
- The program provides these standards of care to the parents of each program participant
- The ordinance includes child/caregiver ratios, minimum employee qualifications, minimum building, healthy and safety standards, and mechanisms for monitoring an enforcing the adopted local standards
- The program informs the parents that the state does not license the program, The program does not advertise itself as a child-care operation

The HPARD After-School Enrichment Program meets all of the above criteria for exemption. HPARD is not recommending any changes to the Ordinance.

The suggested public hearing is August 13, 2025, at 9:00 a.m. in City Council Chambers, 901 Bagby Street, 2nd Floor, Houston, Texas.

Director's Signature:

Kenneth Allen, Director

Houston Parks and Recreation Department

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation

Office: 832-395-7069

ATTACHMENTS:

Description Type

RCA Signed Cover sheet



Meeting Date: 7/28/2025 ALL Item Creation Date: 7/9/2025

PRD - Motion to Set Date for Public Hearing on Standards of Care

Agenda Item#: 2.

Summary:

Background:

In order to comply with 42.041 (b) (14) of the Texas Resources Code, the Houston Parks and Recreation Department (HPARD) requests City Council hold a public hearing regarding the Houston Youth Recreation Program Standards of Care codified in Article XII of Chapter 32 on the City of Houston Code of Ordinances. The Standards of Care are intended to be the minimum standards HPARD will use to operate the After-School Enrichment Program. The program offers a wide range of recreational activities, including arts and crafts, sports, games, field trips, and cultural and special events.

HPARD's After-School Enrichment Program is subject to regulation. However, the Texas human Resources Code 42.041 (b) (14) provides an exemption for a recreation program for elementary age children (ages 5 - 13) with the following criteria:

- A municipality operates the program
- The governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs
- The program provides these standards of care to the parents of each program participant
- The ordinance includes child/caregiver ratios, minimum employee qualifications, minimum building, healthy and safety standards, and mechanisms for monitoring an enforcing the adopted local standards
- The program informs the parents that the state does not license the program, The program does not advertise itself as a child-care operation

The HPARD After-School Enrichment Program meets all of the above criteria for exemption. HPARD is not recommending any changes to the Ordinance.

The suggested public hearing is August 13, 2025, at 9:00 a.m. in City Council Chambers, 901 Bagby Street, 2nd Floor, Houston, Texas.

Director's Signature:

____Docusigned by:

7/14/2025

Kenneth Allen, Director

Houston Parks and Recreation Department

Amount and Source of Funding:

None

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation Office: 832-395-7069



Meeting Date: 8/12/2025 District I, District J Item Creation Date: 6/30/2025

HCD25-80 Public Hearing - City

Agenda Item#: 2.

Summary:

PUBLIC HEARING to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily developments:

Waters at Arrowood 8304 S. Course Drive DISTRICT J
Coolwood Oaks 777 Coolwood Drive DISTRICT I

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Motion establishing a date for a public hearing to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily developments:

TDHCA APP#	Development Name	Development Address	Council District	Construction Type	Target Population
25600	Waters at	8304 S. Course	J	Rehab	Family
	Arrowood	Drive			
25461	Coolwood	777 Coolwood	I	Rehab	Family
	Oaks	Drive			

The TDHCA administers the state's Housing Tax Credit program, which provides federal tax credits to spur the development of quality, affordable housing.

Per Texas Government Code Section 2306-67071, the governing body of the jurisdiction where a project is to be located must "hold a hearing …to solicit public input concerning the Application or Development" before a developer can submit an application for noncompetitive 4% tax credits.

HCD has performed a threshold review and recommends a Resolution of No Objection for the following reasons:

- Waters at Arrowood Preservation of affordable housing
- Coolwood Oaks Preservation of affordable housing

HCD recommends a Motion to hold a Public Hearing on August 13, 2025, on the 4% Housing Tax Credit Resolution of No Objection.

Michael Nichols, Director

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: District I, District J Item Creation Date: 6/30/2025

HCD25-80 Motion to Hold a Public Hearing - City

Agenda Item#:

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Motion establishing a date for a public hearing to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily developments:

TDHCA APP#	Development Name	Development Address	Council District	Construction Type	Target Population
25600	Waters at	8304 S. Course	J	Rehab	Family
	Arrowood	Drive			
25461	Coolwood	777 Coolwood	I	Rehab	Family
	Oaks	Drive			

The TDHCA administers the state's Housing Tax Credit program, which provides federal tax credits to spur the development of quality, affordable housing.

Per Texas Government Code Section 2306-67071, the governing body of the jurisdiction where a project is to be located must "hold a hearing ...to solicit public input concerning the Application or Development" before a developer can submit an application for noncompetitive 4% tax credits.

HCD has performed a threshold review and recommends a Resolution of No Objection for the following reasons:

- Waters at Arrowood Preservation of affordable housing
- Coolwood Oaks Preservation of affordable housing

HCD recommends a Motion to hold a Public Hearing on August 13, 2025, on the 4% Housing Tax Credit Resolution of No Objection.

— DocuSigned by:

Michael Mchols

Michael Nichols, Director

Contact Information:

Roxanne Lawson (832) 394-6307



Meeting Date: 8/12/2025 ETJ

Item Creation Date: 6/30/2025

HCD25-79 Public Hearing - ETJ

Agenda Item#: 3.

Summary:

PUBLIC HEARING to provide a Resolution of No Objection for two applicants seeking 4%

Housing Tax Credits (HTCs) for the following multifamily developments:

Haverstock Hills East 5619 Aldine Bender Rd Haverstock Hills West 5609 Aldine Bender Rd

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Motion establishing a date for a Public Hearing to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily rehabilitation developments:

TDHCA	Development Name	Development Address	Construction	Target
APP#			Type	Population
25465	Haverstock Hills East	5619 Aldine Bender Rd	Rehab	Family
25466	Haverstock Hills West	5609 Aldine Bender Rd	Rehab	Family

The TDHCA administers the state's Housing Tax Credit program, which provides federal tax credits to spur the development of quality, affordable housing.

Per Texas Government Code Section 2306-67071, the governing body of the jurisdiction where a project is to be located (including the City's extraterritorial jurisdiction) must "hold a hearing …to solicit public input concerning the Application or Development" before a developer can submit an application for noncompetitive 4% tax credits.

HCD has performed a threshold review and recommends a Resolution of No Objection for the following reasons:

- Haverstock Hills East preservation of affordable housing
- Haverstock Hills West preservation of affordable housing

HCD requests a Motion to hold a Public Hearing on August 13, 2025, on the 4% Housing Tax Credit Resolution of No Objection.

Michael Nichols, Director

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: ETJ Item Creation Date: 6/30/2025

HCD25-79 Motion to Hold a Public Hearing - ETJ

Agenda Item#:

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Motion establishing a date for a Public Hearing to provide a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the following multifamily rehabilitation developments:

TD	HCA	Development Name	Development Address	Construction	Target
AF	PP#			Type	Population
25	465	Haverstock Hills East	5619 Aldine Bender Rd	Rehab	Family
25	466	Haverstock Hills West	5609 Aldine Bender Rd	Rehab	Family

The TDHCA administers the state's Housing Tax Credit program, which provides federal tax credits to spur the development of quality, affordable housing.

Per Texas Government Code Section 2306-67071, the governing body of the jurisdiction where a project is to be located (including the City's extraterritorial jurisdiction) must "hold a hearing ...to solicit public input concerning the Application or Development" before a developer can submit an application for noncompetitive 4% tax credits.

HCD has performed a threshold review and recommends a Resolution of No Objection for the following reasons:

- Haverstock Hills East preservation of affordable housing
- Haverstock Hills West preservation of affordable housing

HCD requests a Motion to hold a Public Hearing on August 13, 2025, on the 4% Housing Tax Credit Resolution of No Objection.

—DocuSigned by:

Michael Mchols

Michael Michae

Contact Information:

Roxanne Lawson (832) 394-6307



Meeting Date: 8/12/2025 ALL Item Creation Date:

FIN Truth in Taxation 2025 #1

Agenda Item#: 4.

Summary:

RECOMMENDATION from the Director of the Finance Department that the City Council (1) receive the estimated Tax Year 2025 Appraisal Roll information, (2) certify the anticipated collection rate and (3) appoint LaToya Stephenson and Alma Tamborello to calculate and publish the City's No-New-Revenue and Voter-Approval Tax Rates in accordance with the "Truth-In-Taxation" provisions of the State Tax Code.

Background:

The Truth-In-Taxation provisions of the State Tax Code require the City to take certain steps before adopting its ad valorem tax rate each year. The first of these steps is to (1) submit the City's estimated Tax Year 2025 appraisal roll information to City Council, (2) certify an anticipated collection rate to City Council, and (3) appoint representatives to calculate and publish the No-New Revenue and Voter Approval Tax Rates.

Attached are the required reports of the estimated Tax Year 2025 appraisal roll information and the certification of anticipated collection rate.

It is recommended that the City Council receive the estimated Tax Year 2025 appraisal roll information, certify the anticipated collection rate, and appoint LaToya Stephenson and Alma Tamborello to calculate and publish the City's No-New Revenue and Voter-Approval Tax Rates in accordance with the "Truth-In-Taxation" provisions of the State Tax Code.

Melissa Dubowski, Chief Business Officer/ Director of Finance

Prior Council Action:

August 14, 2024 Motion No. 2024-0635

Contact Information:

Contact Information:

Alma Tamborello, Deputy Director Phone: 832-393-9099

LaToya Stephenson, Senior Staff Analyst Phone: 832-393-9028

Elizabeth Sosa, Staff Analyst Phone: 832-393-9068

ATTACHMENTS:

Description

Signed Coversheet Tax Roll

Type

Signed Cover sheet

Other



Meeting Date: 8/12/2025 ALL Item Creation Date:

FIN Truth in Taxation 2025 #1

Agenda Item#: 6.

Summary:

RECOMMENDATION from the Director of the Finance Department that the City Council (1) receive the estimated Tax Year 2025 Appraisal Roll information, (2) certify the anticipated collection rate and (3) appoint LaToya Stephenson and Alma Tamborello to calculate and publish the City's No-New-Revenue and Voter-Approval Tax Rates in accordance with the "Truth-In-Taxation" provisions of the State Tax Code.

Background:

The Truth-In-Taxation provisions of the State Tax Code require the City to take certain steps before adopting its ad valorem tax rate each year. The first of these steps is to (1) submit the City's estimated Tax Year 2025 appraisal roll information to City Council, (2) certify an anticipated collection rate to City Council, and (3) appoint representatives to calculate and publish the No-New Revenue and Voter-Approval Tax Rates.

Attached are the required reports of the estimated Tax Year 2025 appraisal roll information and the certification of anticipated collection rate.

It is recommended that the City Council receive the estimated Tax Year 2025 appraisal roll information, certify the anticipated collection rate, and appoint LaToya Stephenson and Alma Tamborello to calculate and publish the City's No-New Revenue and Voter-Approval Tax Rates in accordance with the "Truth-In-Taxation" provisions of the State Tax Code.

DS

DocuSigned by:

Melissa Dubowski, Chief Business Officer/ Director of Finance

Prior Council Action:

August 14, 2024 Motion No. 2024-0635

Contact Information:

Contact Information:

Alma Tamborello, Deputy Director Phone: 832-393-9099 LaToya Stephenson, Senior Staff Analyst Phone: 832-393-9028

Elizabeth Sosa, Staff Analyst Phone: 832-393-9068

CITY OF HOUSTON REPORT OF 2025 ESTIMATED APPRAISAL ROLL INFORMATION AND ANTICIPATED AND EXCESS COLLECTIONS

2025 ESTIMATED APPRAISAL ROLL (AS CERTIFIED BY THE CHIEF APPRAISERS OF APPRAISAL DISTRICTS)

Taxable Value of Certified Property: \$3,114,196,330

Estimated Taxable Value of Property Under Protest: \$57,676,265,940

Estimated Taxable Value of Property Still Not Certified: \$275,707,662,796

Estimated Taxable Value of All Properties: \$336,498,125,066

Estimated Taxable Value of New Improvements Included Above \$5,236,454,903

CERTIFIED ANTICIPATED COLLECTION RATE AND EXCESS COLLECTIONS

The Tax Assessor-Collector of Harris County who acts as assessor and collector of ad valorem taxes for the City of Houston certified that the estimate of the anticipated collection rate for the City of Houston ad valorem taxes for tax year 2025 is 96.60% and there were \$58,204,813.45 of excess debt collections for tax year 2024.



Meeting Date: 8/12/2025 ALL Item Creation Date:

FIN Truth in Taxation 2025 #2

Agenda Item#: 5.

Summary:

SUBMISSION from Director of Finance of the no-new-revenue tax rate and voter-approval tax rate calculations based on estimated tax roll information, to be updated when certified appraisal information is received

Background:

State law sets forth detailed requirements for the process of setting ad valorem tax rates, including public hearings, newspaper publications, and actions of the governing body. These requirements include minimum and maximum time periods for each step in the process.

No-New Revenue Tax Rate and Voter-Approval Tax Rate
Section 26.04 (e) of the Tax Code requires that that the No-New Revenue Tax Rate and the Voter-

Approval Tax Rate be reported to the governing body of each taxing unit. The No-New Revenue Tax Rate for Tax Year 2025 is \$0.519173 on each \$100 of taxable value and the Voter-Approval Tax Rate is \$0.544437 on each \$100 of taxable value. These numbers are based on estimated tax roll information and will be updated as the City receives certified roll information from the Harris Central Appraisal District, Fort Bend Central Appraisal District, and the Montgomery Central Appraisal District.

This item is not adopting or proposing either of the submitted rates as the City's ad valorem tax rate. A future motion will place the proposed tax rate, updated No-New Revenue Tax Rate, and updated Voter-Approval Tax Rate on agenda and authorize the publication of notice. Finally, Council will be asked to adopt an ad valorem tax rate by ordinance at a subsequent meeting.

Melissa Dubowski Chief Business Officer/Director of Finance

Contact Information:

Alma Tamborello, Deputy Director Phone: 832-393-9099

LaToya Stephenson, Senior Staff Analyst Phone: 832-393-9028

Elizabeth Sosa, Staff Analyst Phone: 832-393-9068

ATTACHMENTS:

Description Type

Coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date:

FIN Truth in Taxation 2025 #2

Agenda Itern#: 5.

Summary:

RECOMMENDATION that the City Council approve a motion submitting the no-new revenue and voter-approval tax rates based on estimated tax roll information.

Background:

State law sets forth detailed requirements for the process of setting ad valorem tax rates, including public hearings, newspaper publications, and actions of the governing body. These requirements include minimum and maximum time periods for each step in the process.

No-New Revenue Tax Rate and Voter-Approval Tax Rate

Section 26.04 (e) of the Tax Code requires that that the No-New Revenue Tax Rate and the Voter-Approval Tax Rate be reported to the governing body of each taxing unit. The No-New Revenue Tax Rate for Tax Year 2025 is \$0.519173 on each \$100 of taxable value and the Voter-Approval Tax Rate is \$0.544437 on each \$100 of taxable value. These numbers are based on estimated tax roll information and will be updated as the City receives certified roll information from the Harris Central Appraisal District, Fort Bend Central Appraisal District, and the Montgomery Central Appraisal District.

This item is not adopting or proposing either of the submitted rates as the City's ad valorem tax rate. A future motion will place the proposed tax rate, updated No-New Revenue Tax Rate, and updated Voter-Approval Tax Rate on agenda and authorize the publication of notice. Finally, Council will be asked to adopt an ad valorem tax rate by ordinance at a subsequent meeting.

·DS

DocuSigned by:

14D7AAC3E453497.

Melissa Dubowski Chief Business Officer/Director of Finance

Prior Council Action:

Contact Information:

Alma Tamborello, Deputy Director Phone: 832-393-9099 LaToya Stephenson, Senior Staff Analyst Phone: 832-393-9028

Elizabeth Sosa, Staff Analyst Phone: 832-393-9068



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/23/2025

MYR - National League of Cities 2025

Agenda Item#: 6.

Summary:

RECOMMENDATION from Mayor's Office of Intergovernmental Relations for payment of Annual Membership Renewal to the Annual Membership Renewal for the National League of Cities - \$51,410.00 General Fund

Background:

The National League of Cities is the oldest and largest national organization representing municipal governments throughout the United States. Its mission is to strengthen and promote cities as centers of opportunity, leadership, and governance. Initially an organization of state municipal leagues, today NLC works in partnership as an advocate to 49 state municipal leagues and elected leaders of 2,700+ member cities. NLC provides leadership, governance and a powerful network for speaking on behalf of America's cities in Washington, D.C. and all state capitols.

NLC provides a wide range of programs and services to strengthen the ability of city officials to serve their communities. Many of the programs are supported by NLC dues revenue. NLC also receives financial support from national foundations for focused research, technical assistance, and publications to expand NLC's capacity to provide resources and information to local officials. While NLC staff continually work with Congress, the Executive Branch, independent regulatory agencies and the Courts, an informed and active membership is the most effective tool to represent the interests of cities and towns. Council Members are encouraged to become involved with the organization. Legislative activities involve a continuous effort to inform NLC members of pending actions in Washington that have implications for cities and towns.

Membership dues are \$51,410.00 for September 1, 2025 through August 31, 2026. Dues are scaled according to population and remain the same as last year.

FISCAL NOTE: Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Joshua Sanders, Chief of Intergovernmental Relations

Estimated Spending Authority

DEPARTMENT	FY2026	OUTYEARS	TOTAL

General Government \$51,410.00 \$0 \$51,410.00

Amount and Source of Funding:

General Fund \$51,410.00 Fund 1000

Contact Information:

Joshua Sanders, Chief of Intergovernmental Relations 832-393-0805

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/23/2025

MYR - National League of Cities 2025

Agenda Item#: 5.

Summary:

Background:

The National League of Cities is the oldest and largest national organization representing municipal governments throughout the United States. Its mission is to strengthen and promote cities as centers of opportunity, leadership, and governance. Initially an organization of state municipal leagues, today NLC works in partnership as an advocate to 49 state municipal leagues and elected leaders of 2,700+member cities. NLC provides leadership, governance and a powerful network for speaking on behalf of America's cities in Washington, D.C. and all state capitols.

NLC provides a wide range of programs and services to strengthen the ability of city officials to serve their communities. Many of the programs are supported by NLC dues revenue. NLC also receives financial support from national foundations for focused research, technical assistance, and publications to expand NLC's capacity to provide resources and information to local officials. While NLC staff continually work with Congress, the Executive Branch, independent regulatory agencies and the Courts, an informed and active membership is the most effective tool to represent the interests of cities and towns. Council Members are encouraged to become involved with the organization. Legislative activities involve a continuous effort to inform NLC members of pending actions in Washington that have implications for cities and towns.

Membership dues are \$51,410.00 for September 1, 2025 through August 31, 2026. Dues are scaled according to population and remain the same as last year.

FISCAL NOTE: Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in

the Financial Policies.

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Joshua Sanders, Chief of Intergovernmental Relations

Estimated Spending Authority

DEPARTMENT	FY2026	OUTYEARS	TOTAL
General Government	\$51,410.00	\$0	\$51,410.00

Amount and Source of Funding:

General Fund \$51,410.00 Fund 1000

Contact Information:

Joshua Sanders, Chief of Intergovernmental Relations 832-393-0805

ATTACHMENTS:

Description Type

NLC Invoice 2025Backup MaterialFunding VerificationFinancial InformationSigned CoversheetSigned Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

MYR - US Conference of Mayors 2025

Agenda Item#: 7.

Summary:

RECOMMENDATION from Mayor's Office of Intergovernmental Relations for payment of Annual Membership Renewal to the United States Conference of Mayors - \$51,630.00 - General Fund

Background:

The United States Conference of Mayors (the Conference) members collectively discuss matters pertaining to organizational policies and goals to strengthen cities in the most effective ways to reinvigorate growth of the economies and communities through the reduction of crime, improvement of infrastructure and the creation of affordable housing and job opportunities. The membership fee of \$51,630 is based on the City's population and represents an increase of \$1,504 from last year. Individually, each city is represented by its mayor who contributes to the development of national urban policy through service on one or more of the organization's standing committees.

As the official nonpartisan organization of cities with populations of 30,000 to more than 8 million, the primary roles of the Conference are to 1) bring mayors from across the county to engage with the White House, Administration and Congress to ensure that federal policy addresses the priorities of cities; 2) facilitate the connection of mayors and as well as the nation's leading businesses through the Mayors Business Council to create opportunities for cities; 3)promote member cities through the Conference's communications resources and provide tactical support and strategic counsel; 4) create a forum in which mayors can share ideas, information and best practices.

The Conference's standing committees consider policy resolutions during each annual meeting in June. Adopted resolutions become the official policy of the organization. Additionally, special task forces, alliances, councils and forums are created to examine and act on special issues associated with the changing needs of the cities. The Conference advocates on a daily basis for a number of issues that are important to cities and important to our nation's mayors. Examples of priority issues include: mental health, homelessness, transportation and infrastructure, environment, and crime prevention.

FISCAL NOTE: Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Estimated Spending Authority

DEPARTMENT	FY2026	OUTYEARS	TOTAL
General Government	\$51,630.00	\$0	\$51,630.00

Joshua Sanders, Chief of Intergovernmental Relations

Amount and Source of Funding:

\$51,630.00 General Fund Fund 1000

Contact Information:

Joshua Sanders, Chief of Intergovernmental Relations, Mayor's Office

Phone: 832-393-0805

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

MYR - US Conference of Mayors 2025

Agenda Item#: 6.

Background:

The United States Conference of Mayors (the Conference) members collectively discuss matters pertaining to organizational policies and goals to strengthen cities in the most effective ways to reinvigorate growth of the economies and communities through the reduction of crime, improvement of infrastructure and the creation of affordable housing and job opportunities. The membership fee of \$51,630 is based on the City's population and represents an increase of \$1,504 from last year. Individually, each city is represented by its mayor who contributes to the development of national urban policy through service on one or more of the organization's standing committees.

As the official nonpartisan organization of cities with populations of 30,000 to more than 8 million, the primary roles of the Conference are to 1) bring mayors from across the county to engage with the White House, Administration and Congress to ensure that federal policy addresses the priorities of cities; 2) facilitate the connection of mayors and as well as the nation's leading businesses through the Mayors Business Council to create opportunities for cities; 3)promote member cities through the Conference's communications resources and provide tactical support and strategic counsel; 4) create a forum in which mayors can share ideas, information and best practices.

The Conference's standing committees consider policy resolutions during each annual meeting in June. Adopted resolutions become the official policy of the organization. Additionally, special task forces, alliances, councils and forums are created to examine and act on special issues associated with the changing needs of the cities. The Conference advocates on a daily basis for a number of issues that are important to cities and important to our nation's mayors. Examples of priority issues include: mental health, homelessness, transportation and infrastructure, environment, and crime prevention.

FISCAL NOTE: Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Estimated Spending Authority

DEPARTMENT	FY2026	OUTYEARS	TOTAL
General Government	\$51,630.00	\$0	\$51,630.00

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Joshua Sanders, Chief of Intergovernmental Relations

Amount and Source of Funding:

\$51,630.00 General Fund Fund 1000

Contact Information:

Joshua Sanders, Chief of Intergovernmental Relations, Mayor's Office

Phone: 832-393-0805

ATTACHMENTS:

Description Type

USCM 2025 Invoice Signed Cover sheet Funding Verification - Gen. Gov't Financial Information



Meeting Date: 8/12/2025 District B Item Creation Date: 6/18/2025

HPW – 20FAC2596 Amendment / Reytec Construction Resources, Inc.

Agenda Item#: 8.

Summary:

AMEND MOTION #2025-96, 2/12/25, TO REFLECT the correct total of the final payment for the acceptance of work for GREEN RIVER DRIVE and CHATWOOD LIFT STATION DIVERSION on award to REYTEC CONSTRUCTION RESOURCES, INC, in the amount of \$22,480,407.48 - Enterprise Fund <u>DISTRICT B - JACKSON</u>

Background:

SUBJECT: Motion Amendment for Green River Drive and Chatwood Lift Station Diversion.

RECOMMENDATION: Approve an amendment to Motion No. 2025-0096, passed on February 12, 2025, to revise the final contract amount to reflect the correct total as shown on the Final Pay Estimate.

SPECIFIC EXPLANATION: Motion No. 2025-0096, which authorized the Acceptance of Work for the Green River Drive and Chatwood Lift Station Diversion project, incorrectly stated the final contract amount as \$22,255,603.41.

The correct final contract amount, as specified on the Final Estimate (Total Earnings), is \$22,480,407.48. Amending the motion to reflect this correction will align the contract records with the actual payment documentation and allow for the release of the final payment to the contractor.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD
Director Houston Public Works

WBS No. R-000267-130A-4

Prior Council Action:

Motion No. 2025-0096, dated 02-12-2025 Ordinance No. 2022-0173, dated 03-02-2022

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$25,680,000.00, from Fund 8500- Water and Sewer System Consolidated Construction

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Markos E. Mengesha, P.E., CCM, Assistant Director	HPW	832.395.2291

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: District B Item Creation Date: 6/18/2025

HPW – 20FAC2596 Amendment / Reytec Construction Resources, Inc.

Agenda Item#:

Background:

SUBJECT: Motion Amendment for Green River Drive and Chatwood Lift Station Diversion.

RECOMMENDATION: Approve an amendment to Motion No. 2025-0096, passed on February 12, 2025, to revise the final contract amount to reflect the correct total as shown on the Final Pay Estimate.

SPECIFIC EXPLANATION: Motion No. 2025-0096, which authorized the Acceptance of Work for the Green River Drive and Chatwood Lift Station Diversion project, incorrectly stated the final contract amount as \$22,255,603.41.

The correct final contract amount, as specified on the Final Estimate (Total Earnings), is \$22,480,407.48. Amending the motion to reflect this correction will align the contract records with the actual payment documentation and allow for the release of the final payment to the contractor.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

- DocuSigned by:

7/22/2025

Randall V. Macchi, JD

Director Houston Public Works

WBS No. R-000267-130A-4

Prior Council Action:

Motion No. 2025-0096, dated 02-12-2025 Ordinance No. 2022-0173, dated 03-02-2022

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$25,680,000.00, from Fund 8500- Water and Sewer System Consolidated Construction

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Markos E. Mengesha, P.E., CCM, Assistant Director	HPW	832.395.2291

ATTACHMENTS:

DescriptionTypeMapsBackup MaterialPrevious Council ActionsBackup MaterialFinal EstimateBackup Material



Meeting Date: 8/12/2025 District E Item Creation Date: 5/1/2025

HPW – 20FAC2584 Accept Work / CFG Industries, LLC

Agenda Item#: 9.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$2,783,311.48 and acceptance of work on contract with **CFG INDUSTRIES**, **LLC** for Rehabilitation of Water Storage Tanks - Package 13 - 4.52% under the original contract amount and under the 5% contingency amount - **DISTRICT E-FLICKINGER**

Background:

SUBJECT: Accept Work for Rehabilitation of Water Storage Tanks - Package 13.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$2,783,311.48 or 4.52% under the original Contract Amount, accept the Work and authorize final payment.

<u>PROJECT NOTICE/JUSTIFICATION:</u> This project was part of the City's program to upgrade and rehabilitate groundwater production facilities and would meet the area's water demand to ensure compliance with the Texas Commission on Environmental Quality regulations program.

<u>DESCRIPTION/SCOPE:</u> This project consisted of the rehabilitation of a 0.75-million-gallon backwash tank and two 13.4-million-gallon ground storage tanks at the Southeast Water Purification Plant (SEWPP). IDS Engineering Group, Inc. designed the project with 281 calendar days allowed for construction. The project was awarded to CFG Industries, LLC with an original Contract Amount of \$2,915,050.00.

LOCATION: This Project was located at 3100 Genoa Red Bluff Rd, Houston, TX 77034.

CONTRACT COMPLETION AND COST: The Contractor, CFG Industries, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 310 days approved by Change Order Nos. 2-6. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1-3 is \$2,783,311.48, a decrease of \$131,738.52 or 4.52% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 9.88% MBE and 2.73% WBE. The M/WBE goals approved for this project were 10.63% MBE and 3.26% WBE. According to the Office of Business Opportunity, the actual participation achieved on this

project was 14.65% MBE and 1.05% WBE. The M/WBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: The MBE participation goal was achieved, and good faith efforts were made to meet the WBE goal and utilize all goal credit contractors to the fullest extent possible. For the reasons listed, the M/WSBE performance meets the Good Faith Effort requirements mandated by the City's M/WSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No(s). S-000600-0053-4

Prior Council Action:

Ordinance No. 2022-0921, dated 11-30-2022

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$3,281,555.00 from Fund 8500 – Water and Sewer System Consolidated Construction.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda	DO-HPW Council Liaison Office	832.395.2282
Coordinator		
Markos E. Mengesha, P.E., CCM,	HPW-Facilities Delivery Line	832-395-2365
Assistant Director		

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet Maps Backup Material



Meeting Date:
District E
Item Creation Date: 5/1/2025

HPW - 20FAC2584 Accept Work / CFG Industries, LLC

Agenda Item#:

Background:

SUBJECT: Accept Work for Rehabilitation of Water Storage Tanks - Package 13.

<u>RECOMMENDATION:</u> (SUMMARY) Pass a motion to approve the final Contract Amount of \$2,783,311.48 or 4.52% under the original Contract Amount, accept the Work and authorize final payment.

<u>PROJECT NOTICE/JUSTIFICATION:</u> This project was part of the City's program to upgrade and rehabilitate groundwater production facilities and would meet the area's water demand to ensure compliance with the Texas Commission on Environmental Quality regulations program.

<u>DESCRIPTION/SCOPE</u>: This project consisted of the rehabilitation of a 0.75-million-gallon backwash tank and two 13.4-million-gallon ground storage tanks at the Southeast Water Purification Plant (SEWPP). IDS Engineering Group, Inc. designed the project with 281 calendar days allowed for construction. The project was awarded to CFG Industries, LLC with an original Contract Amount of \$2,915,050.00.

LOCATION: This Project was located at 3100 Genoa Red Bluff Rd, Houston, TX 77034.

<u>CONTRACT COMPLETION AND COST</u>: The Contractor, CFG Industries, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 310 days approved by Change Order Nos. 2-6. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1-3 is \$2,783,311.48, a decrease of \$131,738.52 or 4.52% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

MWSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 9.88% MBE and 2.73% WBE. The M/WBE goals approved for this project were 10.63% MBE and 3.26% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 14.65% MBE and 1.05% WBE. The M/WBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: The MBE participation goal was achieved, and good faith efforts were made to meet the WBE goal and utilize all goal credit contractors to the fullest extent possible. For the reasons listed, the M/WSBE performance meets the Good Faith Effort requirements mandated by the City's M/WSBE Program.

— DocuSigned by:

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Randall V. Macchi. JD

Director, Houston Public Works

WBS No(s). S-000600-0053-4

Prior Council Action:

Ordinance No. 2022-0921, dated 11-30-2022

7/22/2025

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$3,281,555.00 from Fund 8500 – Water and Sewer System Consolidated Construction.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda	DO-HPW Council Liaison Office	832.395.2282
Coordinator		
Markos E. Mengesha, P.E., CCM, Assistant Director	HPW-Facilities Delivery Line	832-395-2365

ATTACHMENTS:

DescriptionTypeMapsBackup MaterialOBO DocumentsBackup MaterialPrior Council ActionBackup MaterialOwnership Information Form & Tax ReportBackup MaterialChange OrdersBackup MaterialFinal EstimateBackup Material

Plotted: 6/2/2021 at 12:18:48 PM by vtrevino *IDS Engineering Group Whouvgisdb1/Projects\0000\0057-068-13_Package12andf3/Ex1_SoutheastWater_LocationMap_8.5x11.mxd



Meeting Date: 8/12/2025
District A, District C, District D, District E, District I
Item Creation Date: 7/10/2025

HPW - 20SWO188 Accept Work / DL Glover Utilities, LLC

Agenda Item#: 10.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$3,992,219.93 and acceptance of work on contract with **DL GLOVER UTILITIES, LLC** for FY2023 Local Drainage Program (LDP) Contract #2 - 0.19% under the original contract amount and under the 5% contingency amount - **DISTRICTS A - PECK; C - KAMIN; D - EVANS-SHABAZZ; E - FLICKINGER and I - MARTINEZ**

Background:

SUBJECT: Accept Work for FY2023 Local Drainage Program (LDP) Contract #2.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$3,992,219.93 or 0.19% under the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Transportation and Drainage Operations Program and was required to provide work authorizations on a location-by-location asneeded basis, to preserve, repair, rehabilitate or reconstruct the stormwater drainage asset including street rehabilitation to a condition that it may be effectively used for its designated functional purpose.

DESCRIPTION/SCOPE: This project consisted of construction services that resolved localized stormwater drainage problems and rehabilitated the street to further improve the drainage. The scope was established by each work authorization. The project was awarded to DL Glover Utilities, LLC with 730 calendar days allowed for construction and an original Contract Amount of \$4,000,000.00.

LOCATION: The projects are located in Council Districts A, C, D, E, and I.

<u>CONTRACT COMPLETION AND COST:</u> The Contractor, DL Glover Utilities, LLC, has completed the work under the subject Contract. The project was completed within the original contract item. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$3,992,219.93, a decrease of \$7,780.07 or 0.19% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 13.00%

MBE and 7.00% WBE. The M/WBE goals approved for this project were 13.00% MBE and 7.00% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 14.94% MBE and 8.80% WBE. The M/WBE performance on this project was rated Satisfactory due to the following reasons: The MBE and WBE goals were achieved, and good faith efforts were made to utilize all goal credit contractors to the fullest extent possible. For the reasons listed, the MWSBE performance meets the requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No. M-420126-0122-4

Prior Council Action:

Ordinance No. 2022-0987, dated 12-14-2022

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$4,650,000.00 - Fund No. 4042 – Dedicated Drainage and Street Renewal Capital Fund-Drainage Charge.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Patricia Campbell, Senior Assistant Director	HPW-TDO	832.395.2226

ATTACHMENTS:

Description

Signed Coversheet Maps

Type

Signed Cover sheet Backup Material



Meeting Date:
District A, District C, District D, District E, District I
Item Creation Date: 7/10/2025

HPW - 20SWO188 Accept Work / DL Glover Utilities, LLC

Agenda Item#:

Background:

SUBJECT: Accept Work for FY2023 Local Drainage Program (LDP) Contract #2.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$3,992,219.93 or 0.19% under the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Transportation and Drainage Operations Program and was required to provide work authorizations on a location-by-location as-needed basis, to preserve, repair, rehabilitate or reconstruct the stormwater drainage asset including street rehabilitation to a condition that it may be effectively used for its designated functional purpose.

<u>DESCRIPTION/SCOPE</u>: This project consisted of construction services that resolved localized stormwater drainage problems and rehabilitated the street to further improve the drainage. The scope was established by each work authorization. The project was awarded to DL Glover Utilities, LLC with 730 calendar days allowed for construction and an original Contract Amount of \$4,000,000.00.

LOCATION: The projects are located in Council Districts A, C, D, E, and I.

CONTRACT COMPLETION AND COST: The Contractor, DL Glover Utilities, LLC, has completed the work under the subject Contract. The project was completed within the original contract item. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$3,992,219.93, a decrease of \$7,780.07 or 0.19% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 13.00% MBE and 7.00% WBE. The M/WBE goals approved for this project were 13.00% MBE and 7.00% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 14.94% MBE and 8.80% WBE. The M/WBE performance on this project was rated Satisfactory due to the following reasons: The MBE and WBE goals were achieved, and good faith efforts were made to utilize all goal credit contractors to the fullest extent possible. For the reasons listed, the MWSBE performance meets the requirements mandated by the City's MWSBE Program.

DocuSigned by:

Touland. 6 8/4/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. M-420126-0122-4

Prior Council Action:

Ordinance No. 2022-0987, dated 12-14-2022

Amount and Source of Funding:

No additional funding required.

 $Original\ appropriation\ of\ \$4,650,000.00\ -\ Fund\ No.\ 4042-Dedicated\ Drainage\ and\ Street\ Renewal\ Capital\ Fund-Drainage\ Charge.$

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Patricia Campbell, Senior Assistant Director	HPW-TDO	832.395.2226

ATTACHMENTS:

Description

Maps

OBO Documents Prior Council Action

Ownership Information Form & Tax Report

Change Order No. 1

Final Estimate

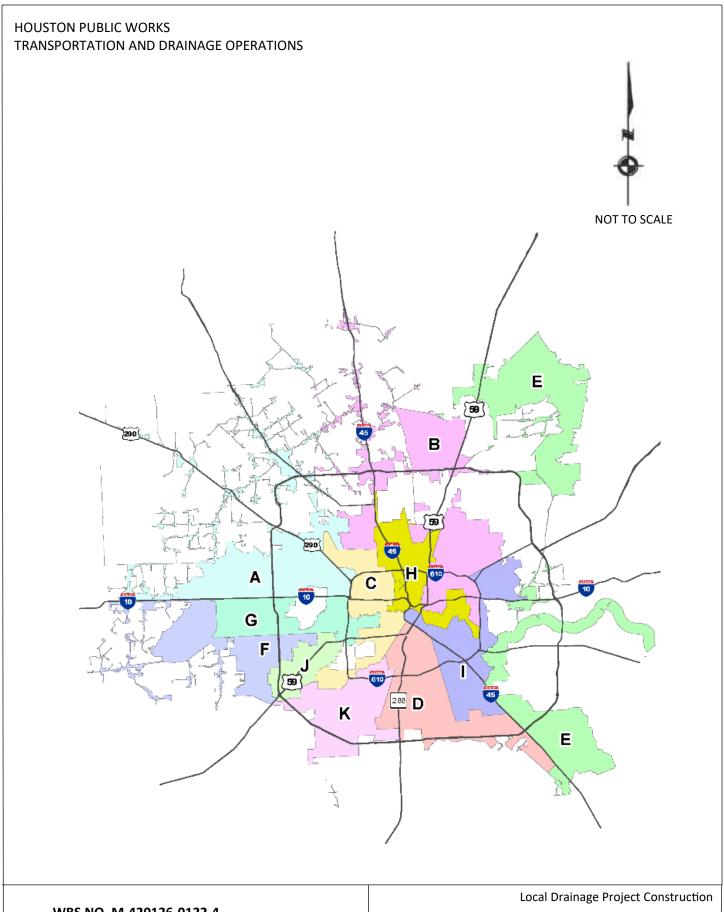
Type

Backup Material Backup Material

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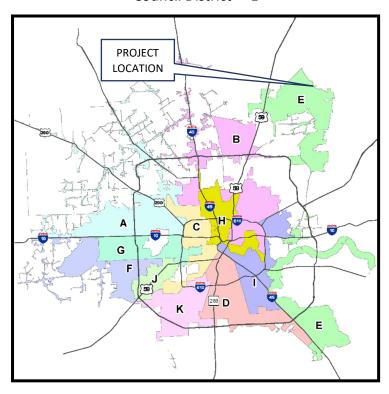


WBS NO. M-420126-0122-4
FY 2023 Local Drainage Program (LDP) Contract #2

EXHIBIT 1

CITY COUNCIL DISTRICT MAP/VICINITY MAP

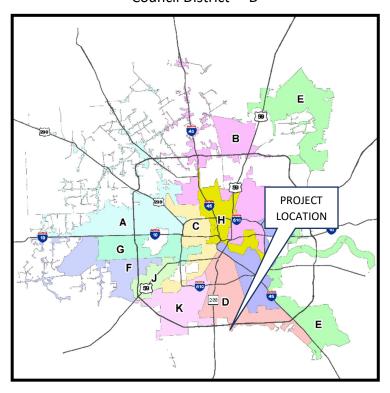
Work Authorization #1 Council District – E



Location Map



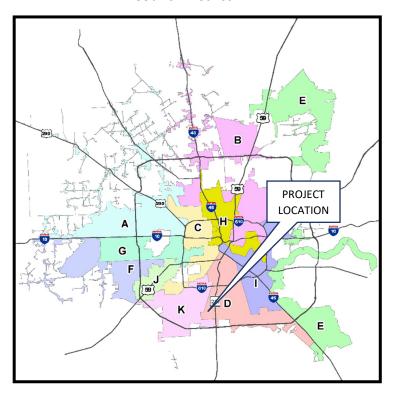
Work Authorization #2 Council District – D



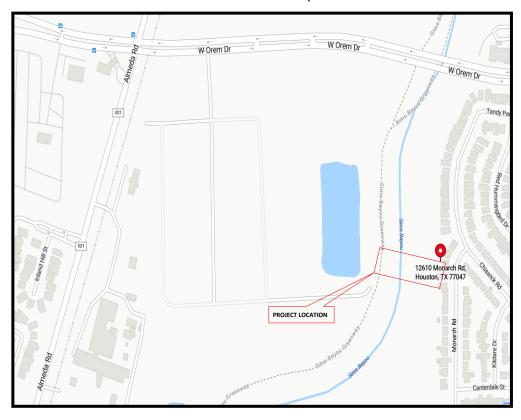
Location Map



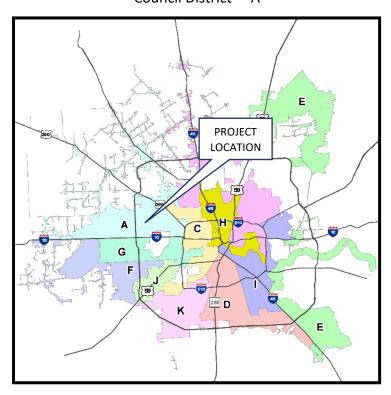
Work Authorization #3 Council District – D



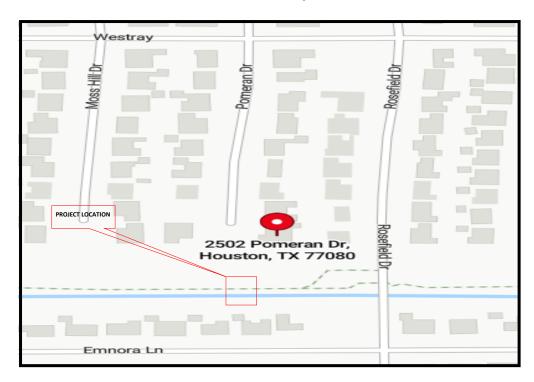
Location Map



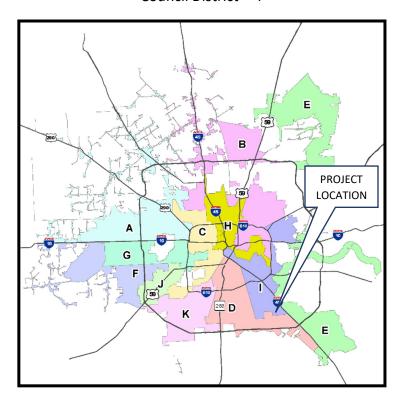
Work Authorization #4 Council District – A



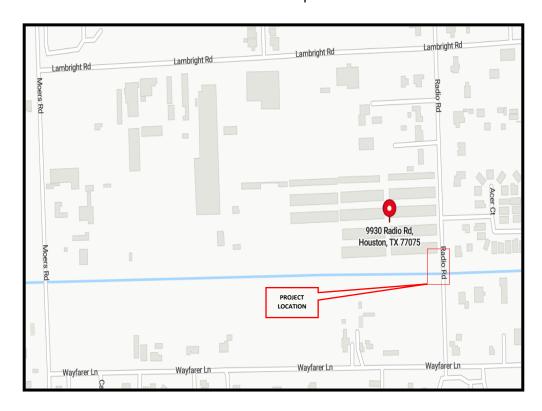
Location Map



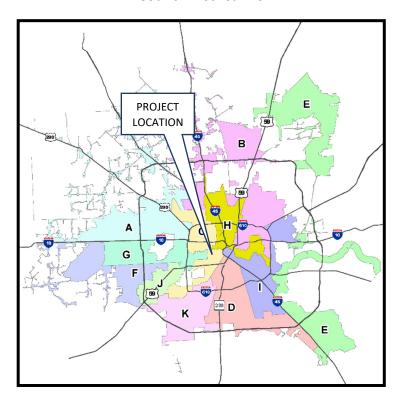
Work Authorization #5 Council District – I



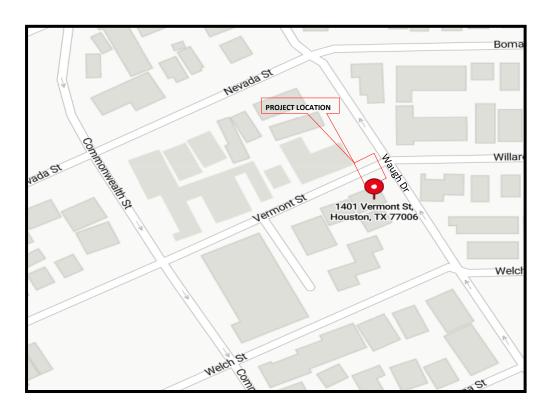
Location Map



Work Authorization #6 Council District – C



Location Map





Meeting Date: 8/12/2025 District A, District B, District C, District F Item Creation Date: 6/4/2025

HPW – 20FAC2590 Accept Work / Grava, LLC

Agenda Item#: 11.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$9,786,960.35 and acceptance of work on contract with **GRAVA**, **LLC** for Lift Station Renewal and Replacement – Northborough Drive #1, Northborough Drive #2, Old Katy Road, Richmond #1 and Bonner Road Lift Stations - 4.08% over the original contract amount and under the 5% contingency amount - **DISTRICTS A - PECK; B - JACKSON; C - KAMIN and F - THOMAS**

Background:

SUBJECT: Accept Work for Lift Station Renewal and Replacement- Northborough Drive #1, Northborough Drive #2, Old Katy Road, Richmond #1, and Bonner Road Lift Stations.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$9,786,960.35 or 4.08% over the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Lift Station Renewal and Replacement Improvements program and was required to meet the City's Capital Improvement Plan (CIP) for Wastewater facilities.

The work performed under this contract award was necessary to maintain compliance with Houston's wastewater consent decree with the EPA and TCEQ.

<u>DESCRIPTION/SCOPE:</u> This project consisted of the rehabilitation of five (5) wastewater lift stations. The rehabilitation included site work, pumps, piping, valves, supports, instrumentation, and electrical improvements. Garver, LLC designed the project with 570 calendar days allowed for construction. The project was awarded to Grava, LLC with an original Contract Amount of \$9,403,532.16.

LOCATION:

Project Name	Location	Council District
Old Katy Road Lift Station	12501 Old Katy Road	Α
Northborough Drive #2 Lift Station	13100 Northborough Drive	В
Northborough Drive #1 Lift Station	12880 Northborough Drive	В
Bonner Road Lift Station	1516 1/2 Bonner Road	С
Richmond Avenue #1 Lift Station	10880 Richmond Avenue	F

CONTRACT COMPLETION AND COST: The Contractor, Grava, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 188 days approved by Change Order Nos. 2 and 3. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1 and 2 is \$9,786,960.35, an increase of \$383,428.19 or 4.08% over the original Contract Amount and under the 5% contingency amount. The increased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 11.00% MBE and 7.00% WBE. The awarded goals were 10.65% MBE, 7.00% WBE, and 0.35% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 12.71% MBE, 9.31% WBE, and 0.37% SBE. The MWSBE performance on this project was rated Outstanding for the following reasons: The Prime exceeded all awarded goals and demonstrated consistent responsiveness and compliance with the City's MWSBE Program.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. R-000267-0161-4

Prior Council Action:

Ordinance No. 2022-0107, dated 02-09-2022

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$11,100,315.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Markos Mengesha, Assistant Director	HPW-Facilities Delivery Line	832.395.2365

ATTACHMENTS:

Description

Signed Coversheet Maps

Type

Signed Cover sheet Backup Material



Meeting Date:
District A, District B, District C, District F
Item Creation Date: 6/4/2025

HPW - 20FAC2590 Accept Work / Grava, LLC

Agenda Item#:

Background:

<u>SUBJECT:</u> Accept Work for Lift Station Renewal and Replacement- Northborough Drive #1, Northborough Drive #2, Old Katy Road, Richmond #1, and Bonner Road Lift Stations.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$9,786,960.35 or 4.08% over the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Lift Station Renewal and Replacement Improvements program and was required to meet the City's Capital Improvement Plan (CIP) for Wastewater facilities.

The work performed under this contract award was necessary to maintain compliance with Houston's wastewater consent decree with the EPA and TCEQ.

<u>DESCRIPTION/SCOPE</u>: This project consisted of the rehabilitation of five (5) wastewater lift stations. The rehabilitation included site work, pumps, piping, valves, supports, instrumentation, and electrical improvements. Garver, LLC designed the project with 570 calendar days allowed for construction. The project was awarded to Grava, LLC with an original Contract Amount of \$9,403,532.16.

LOCATION:

Project Name	Location	Council District
Old Katy Road Lift Station	12501 Old Katy Road	A
Northborough Drive #2 Lift Station	13100 Northborough Drive	В
Northborough Drive #1 Lift Station	12880 Northborough Drive	В
Bonner Road Lift Station	1516 1/2 Bonner Road	С
Richmond Avenue #1 Lift Station	10880 Richmond Avenue	F

CONTRACT COMPLETION AND COST: The Contractor, Grava, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 188 days approved by Change Order Nos. 2 and 3. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1 and 2 is \$9,786,960.35, an increase of \$383,428.19 or 4.08% over the original Contract Amount and under the 5% contingency amount. The increased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 11.00% MBE and 7.00% WBE. The awarded goals were 10.65% MBE, 7.00% WBE, and 0.35% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 12.71% MBE, 9.31% WBE, and 0.37% SBE. The MWSBE performance on this project was rated Outstanding for the following reasons: The Prime exceeded all awarded goals and demonstrated consistent responsiveness and compliance with the City's MWSBE Program.

DocuSigned by

Howard. h: 8/4/2025

Randali V. Watch, JD

Director, Houston Public Works

WBS No. R-000267-0161-4

Prior Council Action:

Ordinance No. 2022-0107, dated 02-09-2022

Amount and Source of Funding:

No additional funding required.

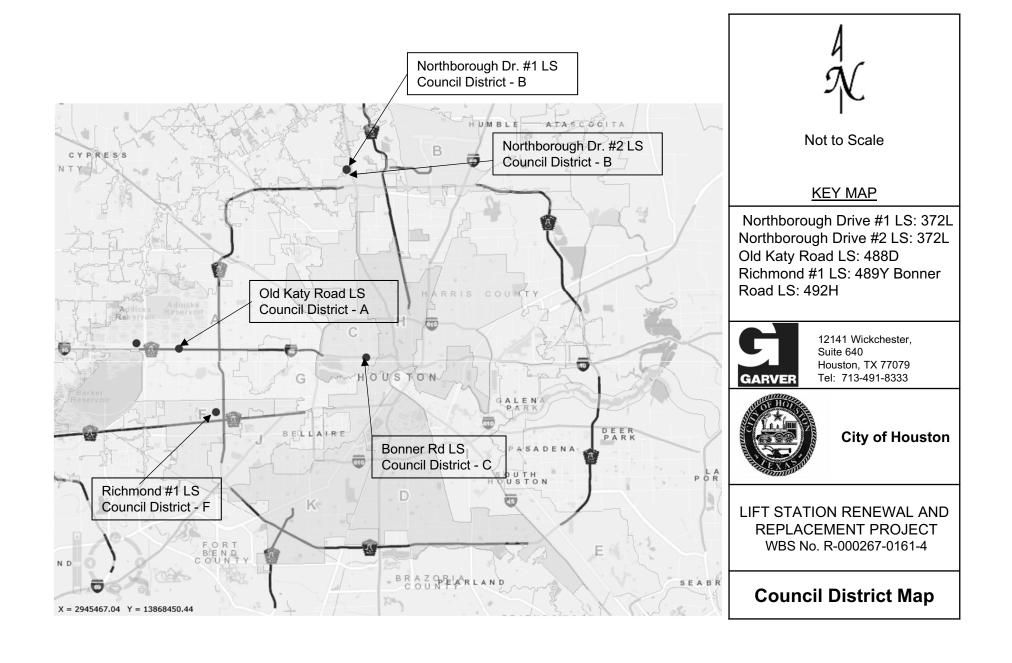
Original appropriation of \$11,100,315.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund

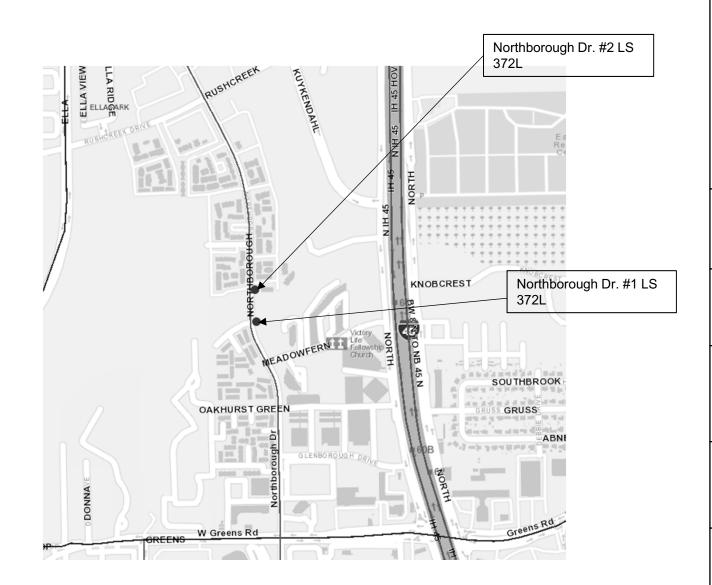
Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Markos Mengesha, Assistant Director	HPW-Facilities Delivery Line	832.395.2365

ATTACHMENTS:

Description	Туре
Maps	Backup Material
OBO Documents	Backup Material
Prior Council Action	Backup Material
Ownership Information Form & Tax Report	Backup Material
Change Order Nos. 1-3	Backup Material
Final Estimate	Backup Material







Not to Scale

KEY MAP

Northborough Drive #1 LS: 12880 Northborough Dr. Northborough Drive #2 LS: 13100 Northborough Dr.



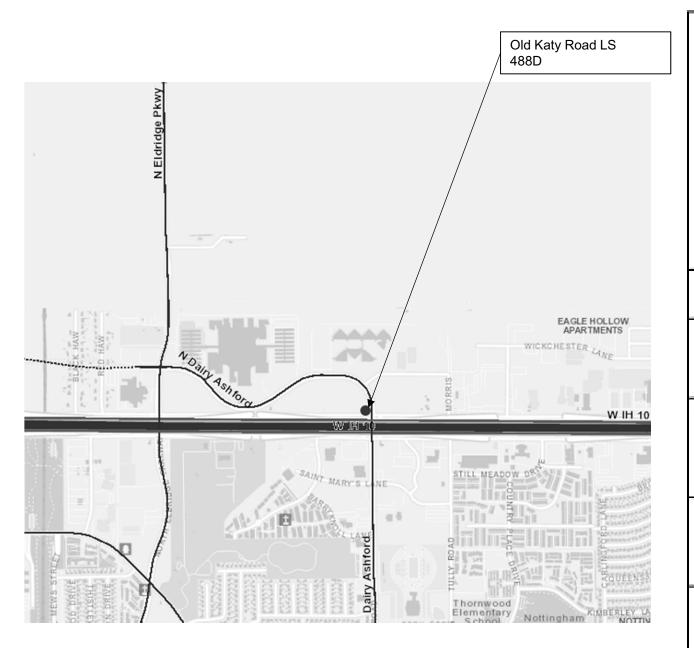
12141 Wickchester, Suite 640 Houston, TX 77079 Tel: 713-491-8333



City of Houston

LIFT STATION RENEWAL AND REPLACEMENT PROJECT WBS No. R-000267-0161-4

Vicinity Map
Council District B
Exhibit B





Not to Scale

KEY MAP

Old Katy Road LS 12501 Old Katy Rd.



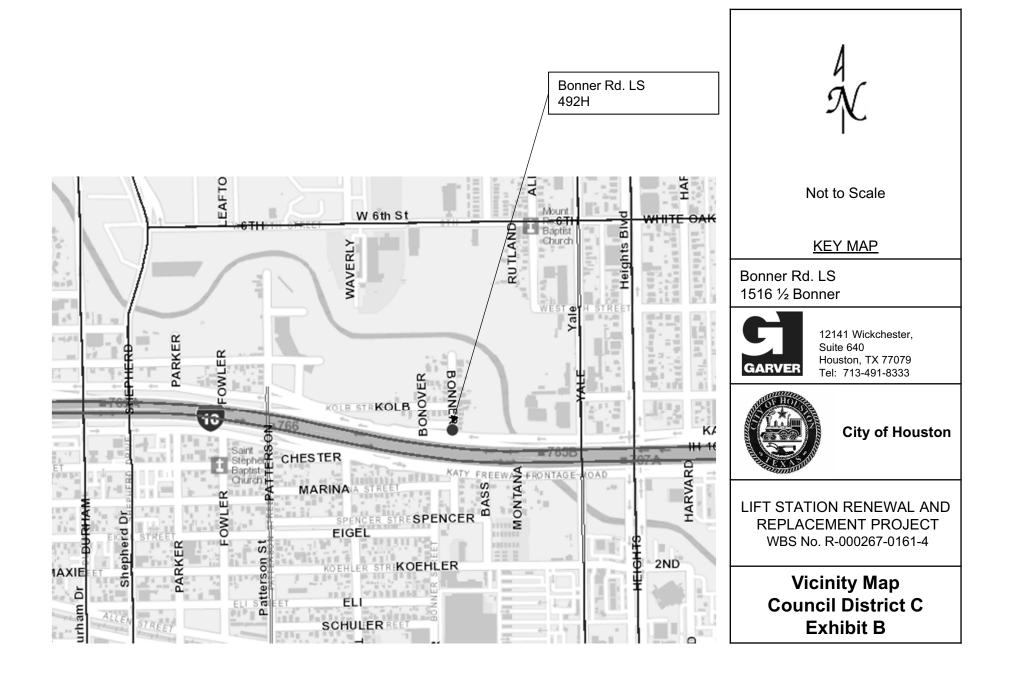
12141 Wickchester, Suite 640 Houston, TX 77079 Tel: 713-491-8333

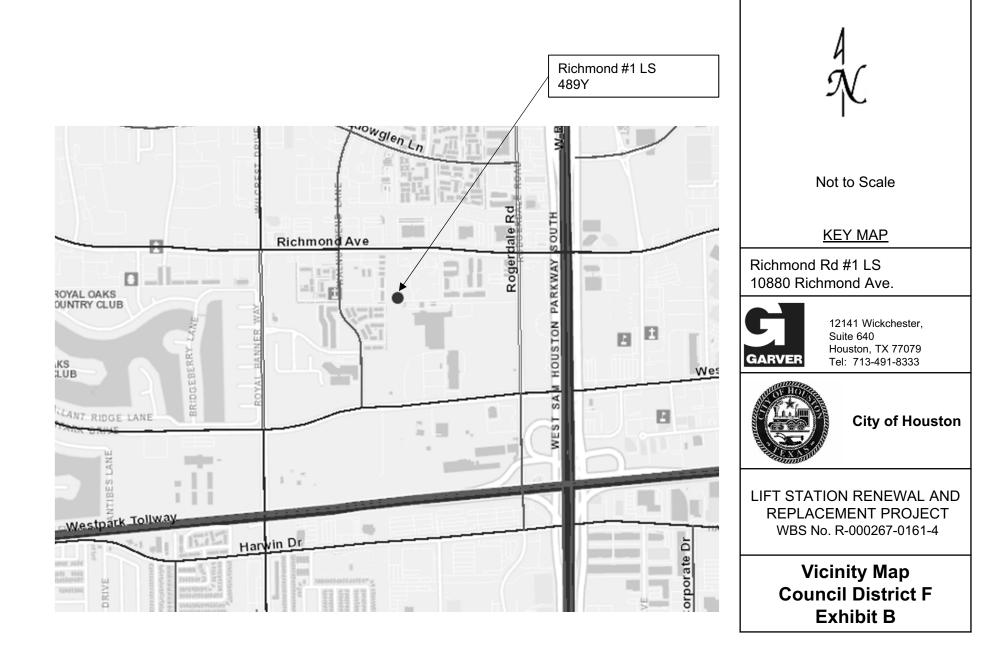


City of Houston

LIFT STATION RENEWAL AND REPLACEMENT PROJECT WBS No. R-000267-0161-4

> Vicinity Map Council District A Exhibit B







Meeting Date: 8/12/2025
District C, District D, District E, District G, District H, District I
Item Creation Date: 5/1/2025

HPW - 20WWO1180 Accept Work / Horseshoe Construction, Inc.

Agenda Item#: 12.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$726,987.56 and acceptance of work on contract with HORSESHOE CONSTRUCTION, INC for New Front Easement Reconnections - 42.05% under the original contract amount - DISTRICTS C - KAMIN; D - EVANS-SHABAZZ; E - FLICKINGER; G - HUFFMAN; H - CASTILLO and I - MARTINEZ

Background:

SUBJECT: Accept Work for New Front Easement Reconnections.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final contract amount of \$726,987.56 or 42.05% under the original contract amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Substitute Service Line Program (SSLP). For the health, safety and welfare of the citizens of Houston, this project was required to provide wastewater service line relocations (substitute services) to wastewater mains within the public right-of-way. The service line relocations from the back lot main to the front lot main were needed due to the aged, worn or defective mains that were subjected to excessive leaks or sudden failure, main lines located such that access for repairs or maintenance was prevented or hindered, and old main lines which lacked sufficient capacity to provide adequate service meeting general City standards.

DESCRIPTION/SCOPE: This project consisted of the relocation of sewer services for approximately 150 properties throughout the City. The relocation included the abandonment of the sewer service to the back lot main and the installation of a new sewer service to the front lot main. The project was awarded to Horseshoe Construction, Inc. with 730 calendar days allowed for construction and an original contract amount of \$1,254,529.54.

LOCATION: The projects are located in Council Districts C, D, E, G, H, and I.

CONTRACT COMPLETION AND COST: The contractor, Horseshoe Construction, Inc., has completed the work under the subject contract. The project was completed within the original contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$726,987.56, a decrease of \$527,541.98 or 42.05% under the original contract amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 17.00% MBE and 7.00% WBE. The M/WBE goals approved for this project were 70.00% MBE and 8.00% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 92.53% MBE and 0.00% WBE. The MWBE performance on this project was rated Unsatisfactory for the following reasons: the MBE was achieved, however, the performing MBE certified subcontractor was not paid by the Prime and stopped work to begin litigation for non-payment. The Prime refused to complete any work on the project past 60% completion, which resulted in a standstill of the project until the contract ended. For the reasons listed above, the MWSBE performance does not meet the good faith efforts requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No. R-002015-0028-4 File No. WW5159-08

Prior Council Action:

Ordinance No. 2021-0481, dated 06-09-2021

Amount and Source of Funding:

No additional funding required.

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Original appropriation of \$1,394,982.00 from Fund No. 8500 – Water and Sewer System Consolidated Construction Fund.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Dr. Joseph G. Majdalani, P.E., Senior Assistant Director	HPW Houston Water	832.395.8530

ATTACHMENTS:

Description

Signed Coversheet Location List

Туре

Signed Cover sheet Backup Material



Meeting Date:
District C, District D, District E, District G, District H, District I
Item Creation Date: 5/1/2025

HPW – 20WWO1180 Accept Work / Horseshoe Construction, Inc.

Agenda Item#:

Background:

SUBJECT: Accept Work for New Front Easement Reconnections.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final contract amount of \$726,987.56 or 42.05% under the original contract amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Substitute Service Line Program (SSLP). For the health, safety and welfare of the citizens of Houston, this project was required to provide wastewater service line relocations (substitute services) to wastewater mains within the public right-of-way. The service line relocations from the back lot main to the front lot main were needed due to the aged, worn or defective mains that were subjected to excessive leaks or sudden failure, main lines located such that access for repairs or maintenance was prevented or hindered, and old main lines which lacked sufficient capacity to provide adequate service meeting general City standards.

DESCRIPTION/SCOPE: This project consisted of the relocation of sewer services for approximately 150 properties throughout the City. The relocation included the abandonment of the sewer service to the back lot main and the installation of a new sewer service to the front lot main. The project was awarded to Horseshoe Construction, Inc. with 730 calendar days allowed for construction and an original contract amount of \$1,254,529.54.

LOCATION: The projects are located in Council Districts C, D, E, G, H, and I.

CONTRACT COMPLETION AND COST: The contractor, Horseshoe Construction, Inc., has completed the work under the subject contract. The project was completed within the original contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$726,987.56, a decrease of \$527,541.98 or 42.05% under the original contract amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 17.00% MBE and 7.00% WBE. The M/WBE goals approved for this project were 70.00% MBE and 8.00% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 92.53% MBE and 0.00% WBE. The MWBE performance on this project was rated Unsatisfactory for the following reasons: the MBE was achieved, however, the performing MBE certified subcontractor was not paid by the Prime and stopped work to begin litigation for non-payment. The Prime refused to complete any work on the project past 60% completion, which resulted in a standstill of the project until the contract ended. For the reasons listed above, the MWSBE performance does not meet the good faith efforts requirements mandated by the City's MWSBE Program.

DocuSigned by:

7/28/2025

Rantan V. Watth, JD

Director, Houston Public Works

WBS No. R-002015-0028-4 File No. WW5159-08

Prior Council Action:

Ordinance No. 2021-0481, dated 06-09-2021

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$1,394,982.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Dr. Joseph G. Majdalani, P.E., Senior Assistant Director	HPW Houston Water	832.395.8530

ATTACHMENTS:

Description	Type
Council Districts Map	Backup Material
Location List	Backup Material
Location Maps	Backup Material
OBO Documents	Backup Material
Prior Council Action	Backup Material
Ownership Information Form & Tax Report	Backup Material
Change Order No. 1	Backup Material
Final Estimate	Backup Material

WW5159-08		New Front Easement Reconnections		
WBS No. R-002015-0028-4	Horseshoe Construction, Inc.			
WORK ORDER	KEY MAP	SUBDIVISION	BASIN	Council Dist.
1	493X	LAZYBROOK/TIMBERGROVE, 77004	AS081	D
2	452Y	LAZYBROOK/TIMBERGROVE, 77008	II144	С
3	492R	NEARTOWN - MONTROSE, 77019	II144	С
4	493V	PAINE, 77003	SBP26	ı
5	495W	MAGNOLIA PARK, 77012	IB008	I
6	493H	GREATER HEIGHTS, 77009	II116	Н
7	493D	HARDY LEE, 77026	IIP22	Н
8	534P	SOUTH PARK, 77033	SB107	D
9	494P	GREATER HEIGHTS, 77009	II115	Н
10	576A	EDGEBROOK, 77034	WCP03	Е
11	574G	MINNETEX, 77048	CH024	D
12	494W	GREATER EASTWOOD, 77023	CH024	ı
13	452Y	GREATER HEIGHTS, 77008	II114	С
14	494S	GREATER EASTWOOD, 77023	SB141	ı
15	493Y	GREATER THIRD WARD, 77004	SB161	D
16	492Q	AFTON OAKS / RIVER OAKS AREA, 77019	AS060	G
17	494A	GREATER FIFTH WARD, 77026	11245	н
18	493Z	GREATER THIRD WARD, 77004	SB123	D
19	494T	SECOND WARD, 77004	II010	н
20	493A	GREATER HEIGHTS, 77007	II117	С



Meeting Date: 8/12/2025 District I Item Creation Date: 4/17/2025

HPW – 20FAC2570 Accept Work / LEM Construction Company, Inc.

Agenda Item#: 13.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$10,798,349.29 and acceptance of work on contract with **LEM CONSTRUCTION COMPANY**, **INC** for Sims Bayou South Wastewater Treatment Plant (WWTP) Improvements - 1.80% under the original contract amount and under the 5% contingency amount - **DISTRICT I - MARTINEZ**

Background:

SUBJECT: Accept Work for Sims Bayou South Wastewater Treatment Plant (WWTP) Improvements.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$10,798,349.29 or 1.80% under the original Contract Amount, accept the Work, and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the City's ongoing program to improve inefficient components of the existing wastewater treatment plant facilities.

<u>DESCRIPTION/SCOPE:</u> This project consisted of the demolition of the existing blowers and the installation of new single stage centrifugal blowers, associated process mechanical equipment and piping, electrical, instrumentation, instrument air system, the replacement of the existing process flow control valves and actuators, and other miscellaneous improvements and controls at the Sims Bayou South Wastewater Treatment Plant. CDM Smith Inc. designed the project with 760 calendar days allowed for construction. The project was awarded to LEM Construction Company, Inc., with an original Contract Amount of \$10,996,660.00

LOCATION: The project was located at 3100 Galveston Road, Houston, Texas 77017.

CONTRACT COMPLETION AND COST: The Contractor, LEM Construction Company, Inc., has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 310 days approved by Change Order Nos 4,5, and 6. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos 1,2,3,5, and 7, is \$10,798,349.29, a decrease of \$198,310.71 or 1.80% under the original Contract Amount and under the 5% contingency amount.

The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 11.00% MBE and 7.00% WBE. The M/W/SBE goals approved for this project were 11.94% MBE, 5.50% WBE, and 2.35% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 16.15% MBE, 3.36% WBE, and 4.46% SBE. The MWSBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: the Prime exceeded the MBE and SBE goals, and good faith efforts were made to meet the WBE goal and utilize all goal credit contractors to the extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No. R-000265-0125-4

Prior Council Action:

Ordinance No. 2020-0984, dated 11-18-2020

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$12,171,326.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832-395-2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832-395-2282
Markos Mengesha, Assistant Director	HPW-Facilities Delivery Line	832-395-2365

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet

Maps Backup Material



Meeting Date:
District I
Item Creation Date: 4/17/2025

HPW - 20FAC2570 Accept Work / LEM Construction Company, Inc.

Agenda Item#:

Background:

SUBJECT: Accept Work for Sims Bayou South Wastewater Treatment Plant (WWTP) Improvements.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$10,798,349.29 or 1.80% under the original Contract Amount, accept the Work, and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the City's ongoing program to improve inefficient components of the existing wastewater treatment plant facilities.

<u>DESCRIPTION/SCOPE:</u> This project consisted of the demolition of the existing blowers and the installation of new single stage centrifugal blowers, associated process mechanical equipment and piping, electrical, instrumentation, instrument air system, the replacement of the existing process flow control valves and actuators, and other miscellaneous improvements and controls at the Sims Bayou South Wastewater Treatment Plant, CDM Smith Inc. designed the project with 760 calendar days allowed for construction. The project was awarded to LEM Construction Company, Inc., with an original Contract Amount of \$10,996,660.00

LOCATION: The project was located at 3100 Galveston Road, Houston, Texas 77017.

CONTRACT COMPLETION AND COST: The Contractor, LEM Construction Company, Inc., has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 310 days approved by Change Order Nos 4,5, and 6. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos 1,2,3,5, and 7, is \$10,798,349.29, a decrease of \$198,310.71 or 1.80% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 11.00% MBE and 7.00% WBE. The M/W/SBE goals approved for this project were 11.94% MBE, 5.50% WBE, and 2.35% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 16.15% MBE, 3.36% WBE, and 4.46% SBE. The MWSBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: the Prime exceeded the MBE and SBE goals, and good faith efforts were made to meet the WBE goal and utilize all goal credit contractors to the extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

— DocuSigned by:

6,480. 6 7/29/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. R-000265-0125-4

Prior Council Action:

Ordinance No. 2020-0984, dated 11-18-2020

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$12,171,326.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction

Contact Information:

NameService LineContact No.Roberto Medina, Assistant DirectorDO-HPW Council Liaison Office832-395-2456Maria Perez, HPW Agenda CoordinatorDO-HPW Council Liaison Office832-395-2282Markos Mengesha, Assistant DirectorHPW-Facilities Delivery Line832-395-2365

ATTACHMENTS:

Description

Maps

OBO Documents

Prior Council Action

Ownership Information Form & Tax Report

Change Orders

Final Estimate

Type

Backup Material

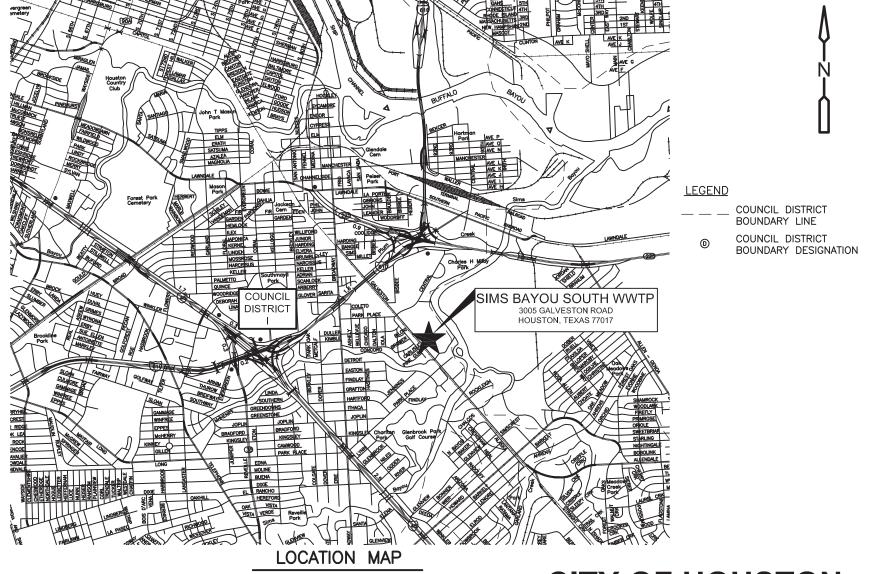
Backup Material

Backup Material

Backup Material

Backup Material

Backup Material



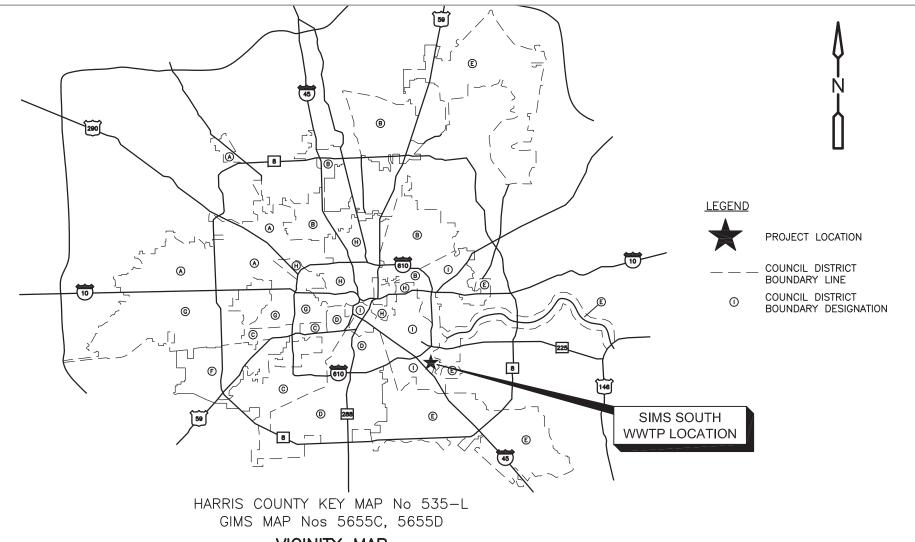
NOT TO SCALE

CITY OF HOUSTON

11490 Westheimer Road, Suite 700 Houston, TX 77077 Tel: (713) 423-7300 TBPE Firm Registration No. F-3043 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING AND CONSTRUCTION DIVISION SIMS BAYOU SOUTH

WASTEWATER TREATMENT PLANT
IMPROVEMENTS

WBS No.: R-000265-0125-3



VICINITY MAP

NOT TO SCALE



11490 Westheimer Road, Suite 700 Houston, TX 77077 Tel: (713) 423-7300 TBPE Firm Registration No. F-3043



CITY OF HOUSTON

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING AND CONSTRUCTION DIVISION SIMS BAYOU SOUTH

WASTEWATER TREATMENT PLANT IMPROVEMENTS

WBS No.: R-000265-0125-3



Meeting Date: 8/12/2025
District A, District B, District C, District D, District F, District G, District H, District I, District J, District K
Item Creation Date: 5/30/2025

HPW – 20WWO1129 Accept Work / Lopez Utilities Contractor, LLC

Agenda Item#: 14.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$4,905,516.91 and acceptance of work on contract with LOPEZ UTILITIES CONTRACTOR, LLC for Neighborhood Sewer Rehabilitation Program - 3.36% over the original contract amount and under the 5% contingency amount - DISTRICTS A - PECK; B - JACKSON; C - KAMIN; D - EVANS-SHABAZZ; F - THOMAS; G - HUFFMAN; H - CASTILLO; I - MARTINEZ; J - POLLARD and K - CASTEX-TATUM

Background:

SUBJECT: Accept Work for Wastewater Collection System Rehabilitation and Renewal.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final contract amount of \$4,905,516.91 or 3.36% over the original contract amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Neighborhood Sewer Rehabilitation program and was required to renew/replace various deteriorated neighborhood collection systems throughout the City. The project involved wastewater collection system rehabilitation by pipe replacement, pipe bursting and cured-in-place pipe methods. The purpose was to reduce sanitary sewer overflows, which was accomplished by renewal/rehabilitation of deteriorated collection systems.

The work performed under this contract award was necessary to maintain compliance with Houston's proposed wastewater consent decree with EPA and TCEQ.

DESCRIPTION/SCOPE: This project consisted of wastewater collection system rehabilitation by pipe replacement, pipe bursting and cured-in-place pipe methods. The project was awarded to Lopez Utilities Contractor, LLC with 730 calendar days allowed for construction and an original contract amount of \$4,745,900.27.

LOCATION: The projects are located in Council Districts A, B, C, D, F, G, H, I, J, and K.

CONTRACT COMPLETION AND COST: The contractor, Lopez Utilities Contractor, LLC, has

completed the work under the subject contract. The project was completed within the original contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$4,905,516.91, an increase of \$159,616.64 or 3.36% over the original contract amount and under the 5% contingency amount. The increased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 19.44% MBE and 9.17% WBE. The M/WBE goals approved for this project were 20.20% MBE and 9.17% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 18.08% MBE and 0.59% WBE. The contractor's MWSBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: The Prime made good faith efforts to meet awarded goals and utilize goal credit firms to the extent possible for this work order contract. For the reasons listed, the Contractor's performance meets the intent and spirit of the city's MWSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No. R-000266-0300-4 File No. 4259-04

Prior Council Action:

Ordinance No. 2020-0577, dated 06-24-2020

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$5,053,195.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund. This project was eligible for low interest funding through a State Revolving Fund (SRF) Equivalency loan.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Dr. Joseph G. Majdalani, P.E., Senior Assistant Director	HPW Houston Water	832.395.8530

<u>ATTACHMENTS:</u>

DescriptionSigned Coversh

Signed Coversheet Location List

Type

Signed Cover sheet Backup Material



Meeting Date:
District A, District B, District C, District D, District F, District G, District H, District I, District J, District K

Item Creation Date: 5/30/2025

HPW - 20WWO1129 Accept Work / Lopez Utilities Contractor, LLC

Agenda Item#:

Background:

SUBJECT: Accept Work for Wastewater Collection System Rehabilitation and Renewal.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final contract amount of \$4,905,516.91 or 3.36% over the original contract amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Neighborhood Sewer Rehabilitation program and was required to renew/replace various deteriorated neighborhood collection systems throughout the City. The project involved wastewater collection system rehabilitation by pipe replacement, pipe bursting and cured-in-place pipe methods. The purpose was to reduce sanitary sewer overflows, which was accomplished by renewal/rehabilitation of deteriorated collection systems.

The work performed under this contract award was necessary to maintain compliance with Houston's proposed wastewater consent decree with EPA and TCEQ.

<u>DESCRIPTION/SCOPE</u>: This project consisted of wastewater collection system rehabilitation by pipe replacement, pipe bursting and cured-in-place pipe methods. The project was awarded to Lopez Utilities Contractor, LLC with 730 calendar days allowed for construction and an original contract amount of \$4,745,900.27.

LOCATION: The projects are located in Council Districts A, B, C, D, F, G, H, I, J, and K.

CONTRACT COMPLETION AND COST: The contractor, Lopez Utilities Contractor, LLC, has completed the work under the subject contract. The project was completed within the original contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$4,905,516.91, an increase of \$159,616.64 or 3.36% over the original contract amount and under the 5% contingency amount. The increased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 19.44% MBE and 9.17% WBE. The M/WBE goals approved for this project were 20.20% MBE and 9.17% WBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 18.08% MBE and 0.59% WBE. The contractor's MWSBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: The Prime made good faith efforts to meet awarded goals and utilize goal credit firms to the extent possible for this work order contract. For the reasons listed, the Contractor's performance meets the intent and spirit of the city's MWSBE Program.

DocuSigned by:

7/18/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. R-000266-0300-4

File No. 4259-04

Prior Council Action:

Ordinance No. 2020-0577, dated 06-24-2020

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$5,053,195.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund. This project was eligible for low interest funding through a State Revolving Fund (SRF) Equivalency loan.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Dr. Joseph G. Majdalani, P.E., Senior Assistant Director	HPW Houston Water	832.395.8530

ATTACHMENTS:

Description	Type
Council Districts Map	Backup Material
Location List	Backup Material
Location Maps	Backup Material
OBO Documents	Backup Material
Prior Council Action	Backup Material
Ownership Information Form & Tax Report	Backup Material
Final Estimate	Backup Material

4259-04	Waste	water Collection System Rehabilitation and Renew	/al	
WBS No. R-000266-0300-4	Lopez Utilities Contractor, LLC			
WORK ORDER	KEY MAP	SUBDIVISION	BASIN	Council Dist.
1	489P,T	VILLAGE WEST, 77077	TK209	F, G
2	455Ý	FIDELITY PLACE, 77013	NEP08	Í
3	534C, G	RIVERVIEW, 77023	SBP19	I
4	529R	WESTWOOD SOUTH PATIO HOMES, 77036	KB303	J
5	451U	EUREKA ACRES, 77092	IA036	Α
6	535K	PARK PLACE ACRE VILLA, 77017	SBP02	ı
7	455H	LAKE FOREST, 77078	FB019	В
8	531N	MAPLEWOOD, 77096	SW041	С
9	529Q	GREATER FONDREN SOUTHWEST, 77072	MN270	J
11	532R, 533N	ASTRODOME OAKS, 77054	AS025	D,K
12	492R	WINDSOR PLACE, 77019	AS091	С
13	490R, 491N	NORTHSIDE PHASE II, 77057	SW034	G
15	5356a, 5357c	HYDE PARK MAIN, 77019	AS091	С
16	575K	SKYSCRAPER SHADOWS, 77075	SB056	I
17	493T	WESTMORELAND, 77002	II175	D
18	493T	HOLMAN PLACE, 77004	AS081	D
19	532D	WROXTON COURT, 77005	AS041	С
20	529Q, U	GLENSHANNON, 77099	90266	J
21	529T, X	PARKGLEN WEST, 77099	PG333	F
24	490J	LAKEVIEW, 77024	WD113	G
25	455G	LAKE FOREST, 77078	FBPO7	В
26	494N	WESTMORELAND, 77003	II184	Н



Meeting Date: 8/12/2025 District B, District H Item Creation Date: 5/7/2025

HPW - 20INF2548 Accept Work / Nerie Construction, LLC

Agenda Item#: 15.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$8,376,625.73 and acceptance of work on contract with **NERIE CONSTRUCTION**, **LLC** for DR15 SWAT 12A Bonita Gardens Drainage and Paving Improvements - 4.60% under the original contract amount and under the 5% contingency amount - **DISTRICTS B - JACKSON and H - CASTILLO**

Background:

SUBJECT: Accept Work for DR15 SWAT 12A Bonita Gardens Drainage and Paving Improvements.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$8,376,625.73 or 4.60% under the original Contract Amount, accept the Work and authorize final payment.

<u>PROJECT NOTICE/JUSTIFICATION:</u> This program was intended to reduce the risk of future flood losses, including loss of mobility, consistent with disaster relief, long term recovery, restoration of infrastructure, housing and economic revitalization priorities established through City Council and Housing and Urban Development (HUD)-approved Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plans.

<u>DESCRIPTION/SCOPE:</u> This project consisted of roadside ditch improvements to serve Bonita Gardens area and pavement rehabilitation with asphalt overlay and mill on some streets using HUD CDBG-DR funds allocated to the City. R.G. Miller Engineers, Inc. designed the project with 480 calendar days allowed for construction. The project was awarded to Nerie Construction, LLC with an original Contract Amount of \$8,780,617.50.

LOCATION: The project area was generally bound by Laura Koppe Road on the north, Union Pacific Rail Road on the south, Lockwood Drive on the east and U.S. 59 on the west.

<u>CONTRACT COMPLETION AND COST</u>: The Contractor, Nerie Construction, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 467 days approved by Change Order Nos. 1, 5, and 7. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 2-4, and 6, is \$8,376,625.73, a decrease of \$403,991.77 or 4.60% under the original Contract Amount and under the 5% contingency amount. The decreased cost is

a result of the difference between planned and measured quantities.

<u>M/WSBE PARTICIPATION:</u> The M/WBE participation goal for this project was 18.00%. According to Office of Housing and Community Development, the participation was 3.43%. Contractor's M/WBE performance evaluation was rated Satisfactory for the following reasons: The Prime used the MBE/WBE firms originally listed for goal credit, however due to time restraints and challenges faced during the pandemic regarding price increases, the Prime could not fully utilize the MBE/WBE firms. Good faith efforts were made and a Satisfactory rating is given on the contract.

Randall V. Macchi, JD

Director, Houston Public Works

Michael C Nichels Director

Michael C. Nichols, Director Housing and Community Development Department

WBS No. M-420HUD-012A-4

Prior Council Action:

Ordinance No. 2021-0898, dated 10-20-2021

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$9,499,648.38

\$280,000.00 - Dedicated Drainage and Street Renewal Capital Fund - Drainage Charge - Fund No. 4042

\$9,219,648.38 - Federal Government - Grant Funded - Fund No. 5000

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda	DO-HPW Council Liaison Office	832.395.2282
Coordinator		
Tanu Hiremath, P.E., CFM, ENV SP	HPW, Infrastructure Delivery	832-395-2291
Assistant Director	Line	

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: District B, District H Item Creation Date: 5/7/2025

HPW - 201NF2548 Accept Work / Nerie Construction, LLC

Agenda Item#:

Background:

SUBJECT: Accept Work for DR15 SWAT 12A Bonita Gardens Drainage and Paving Improvements.

<u>RECOMMENDATION</u>: (SUMMARY) Pass a motion to approve the final Contract Amount of \$8,376,625.73 or 4.60% under the original Contract Amount, accept the Work and authorize final payment.

<u>PROJECT NOTICE/JUSTIFICATION:</u> This program was intended to reduce the risk of future flood losses, including loss of mobility, consistent with disaster relief, long term recovery, restoration of infrastructure, housing and economic revitalization priorities established through City Council and Housing and Urban Development (HUD)-approved Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plans.

<u>DESCRIPTION/SCOPE</u>: This project consisted of roadside ditch improvements to serve Bonita Gardens area and pavement rehabilitation with asphalt overlay and mill on some streets using HUD CDBG-DR funds allocated to the City. R.G. Miller Engineers, Inc. designed the project with 480 calendar days allowed for construction. The project was awarded to Nerie Construction, LLC with an original Contract Amount of \$8,780,617.50.

LOCATION: The project area was generally bound by Laura Koppe Road on the north, Union Pacific Rail Road on the south, Lockwood Drive on the east and U.S. 59 on the west.

<u>CONTRACT COMPLETION AND COST</u>: The Contractor, Nerie Construction, LLC, has completed the work under the subject Contract. The project was completed beyond the established completion date with an additional 467 days approved by Change Order Nos. 1, 5, and 7. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 2-4, and 6, is \$8,376,625.73, a decrease of \$403,991.77 or 4.60% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The M/WBE participation goal for this project was 18.00%. According to Office of Housing and Community Development, the participation was 3.43%. Contractor's M/WBE performance evaluation was rated Satisfactory for the following reasons: The Prime used the MBE/WBE firms originally listed for goal credit, however due to time restraints and challenges faced during the pandemic regarding price increases, the Prime could not fully utilize the MBE/WBE firms. Good faith efforts were made and a Satisfactory rating is given on the contract.

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7/18/2025

Randall V. Macchi, JD

Director, Houston Public Works

DocuSigned by:

Michael Mchols 7/28/2025

Michael C. Nichols, Director

Housing and Community Development Department

WBS No. M-420HUD-012A-4

Prior Council Action:

Ordinance No. 2021-0898, dated 10-20-2021

Amount and Source of Funding:

No additional funding required.

Total (original) appropriation of \$9,499,648.38

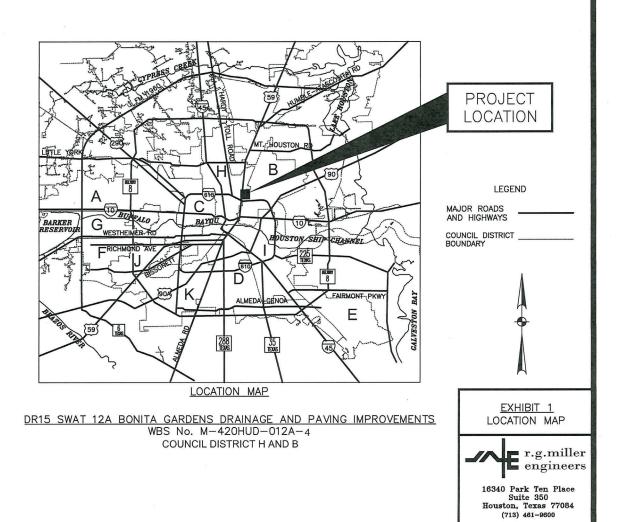
\$280,000.00 - Dedicated Drainage and Street Renewal Capital Fund - Drainage Charge - Fund No. 4042 \$9,219,648.38 - Federal Government - Grant Funded - Fund No. 5000

Contact Information:

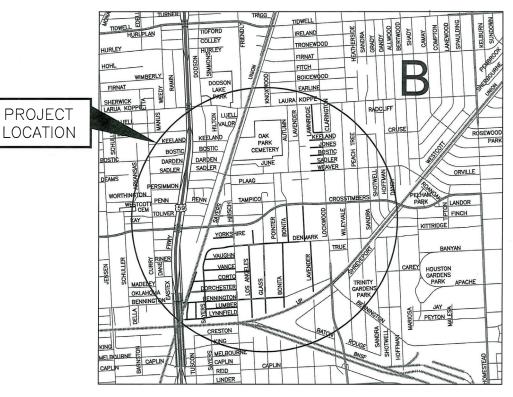
Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda	DO-HPW Council Liaison Office	832.395.2282
Coordinator		
Tanu Hiremath, P.E., CFM, ENV SP	HPW, Infrastructure Delivery Line	832-395-2291
Assistant Director		

ATTACHMENTS:

Description	Type
Maps	Backup Material
OBO Documents	Backup Material
Prior Council Action	Backup Material
Ownership Information Form & Tax Report	Backup Material
Change Orders	Backup Material
Final Estimate	Backup Material



TEXAS FIRM REGISTRATION NO. F-487 DATE: 11/17/2020



VICINITY MAP

DR15 SWAT 12A BONITA GARDENS DRAINAGE AND PAVING IMPROVEMENTS

WBS No. M-420HUD-012A-4

COUNCIL DISTRICT B

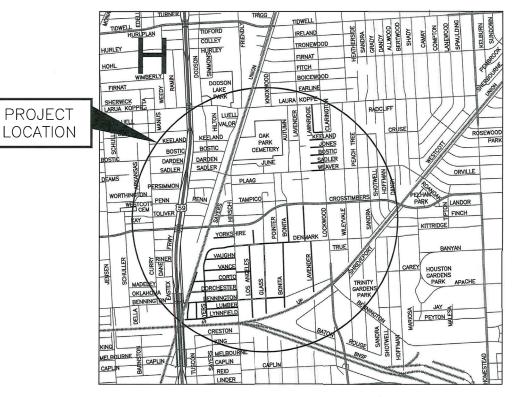
EXHIBIT

VICINITY MAP



16340 Park Ten Place Suite 350 Houston, Texas 77084 (713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487 DATE: 1/11/2021 **PROJECT**



VICINITY MAP

DR15 SWAT 12A BONITA GARDENS DRAINAGE AND PAVING IMPROVEMENTS WBS No. M-420HUD-012A-4 COUNCIL DISTRICT H

EXHIBIT

VICINITY MAP



16340 Park Ten Place Suite 350 Houston, Texas 77084 (713) 461-9600

TEXAS FIRM REGISTRATION NO. F-487 DATE: 1/11/2021



Meeting Date: 8/12/2025 District G, District I Item Creation Date: 5/29/2025

HPW – 20SWO184 Accept Work / Persons Services Corp.

Agenda Item#: 16.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$216,566.45 and acceptance of work on contract with **PERSONS SERVICES CORP** for FY2020 Drainage Rehab (SWAT) Work Orders #3 - 94.59% under the original contract amount and under the 5% contingency amount - **DISTRICTS G - HUFFMAN and I - MARTINEZ**

Background:

SUBJECT: Accept Work for FY2020 Drainage Rehab (SWAT) Work Orders #3.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$216,566.45 or 94.59% under the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Storm Water Action Team program and provided work authorizations on a location by location basis, as needed, to preserve, repair, rehabilitate or reconstruct the storm water drainage asset to such a condition that it may be effectively used for its designated functional purpose.

DESCRIPTION/SCOPE: This Citywide Program provided construction services to resolve localized storm water drainage problems. The project scope was established by each work authorization. The project was awarded to Persons Services Corp. with 730 calendar days allowed for construction and an original Contract Amount of \$4,000,000.00.

LOCATION: The projects are located in Council Districts G and I.

CONTRACT COMPLETION AND COST: The Contractor, Persons Services Corp., has not completed the work under the subject Contract. The underutilization of the contract was primarily due to the limited issuance of work orders during the COVID-19 pandemic, followed by a significant escalation in costs. As a result, the contract was no longer feasible for the contractor to continue. Therefore, the City and the contractor mutually agreed not to proceed with any future work under this contract. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$216,566.45, a decrease of \$3,783,433.55 or 94.59% under the original Contract Amount and under the 5% contingency amount.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 7.00% MBE and 2.00% WBE. The M/W/SBE goals approved for this project were 15.51% MBE, 2.10%

WBE and 0.52% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 18.87% MBE, 9.37% WBE and 0.00% SBE. The MWSBE performance on this project was rated Satisfactory Due to Good Faith Efforts for the following reasons: At the time of their decision to remove themselves from the project, the Prime was exceeding the MBE and WBE goals while goal credits subcontractors were utilized to the extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. M-430006-0008-4

Prior Council Action:

Ordinance No. 2020-0483, dated 06-03-2020

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$4,490,000.00 from Fund No. 4042 - Dedicated Drainage and Street Renewal Capital Fund - Drainage Charge.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Michael Wahl, Deputy Director	HPW- Construction Delivery Line	713-881-3052

ATTACHMENTS:

Description

Signed Coversheet Maps

Type

Signed Cover sheet Backup Material



Meeting Date: District G, District I Item Creation Date: 5/29/2025

HPW - 20SWO184 Accept Work / Persons Services Corp.

Agenda Item#:

Background:

SUBJECT: Accept Work for FY2020 Drainage Rehab (SWAT) Work Orders #3.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$216,566.45 or 94.59% under the original Contract Amount, accept the Work and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the Storm Water Action Team program and provided work authorizations on a location by location basis, as needed, to preserve, repair, rehabilitate or reconstruct the storm water drainage asset to such a condition that it may be effectively used for its designated functional purpose.

<u>DESCRIPTION/SCOPE</u>: This Citywide Program provided construction services to resolve localized storm water drainage problems. The project scope was established by each work authorization. The project was awarded to Persons Services Corp. with 730 calendar days allowed for construction and an original Contract Amount of \$4,000,000.00.

LOCATION: The projects are located in Council Districts G and I.

CONTRACT COMPLETION AND COST: The Contractor, Persons Services Corp., has not completed the work under the subject Contract. The underutilization of the contract was primarily due to the limited issuance of work orders during the COVID-19 pandemic, followed by a significant escalation in costs. As a result, the contract was no longer feasible for the contractor to continue. Therefore, the City and the contractor mutually agreed not to proceed with any future work under this contract. The final cost of the project, including overrun and underrun of estimated unit price quantities is \$216,566.45, a decrease of \$3,783,433.55 or 94.59% under the original Contract Amount and under the 5% contingency amount.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 7.00% MBE and 2.00% WBE. The M/W/SBE goals approved for this project were 15.51% MBE, 2.10% WBE and 0.52% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 18.87% MBE, 9.37% WBE and 0.00% SBE. The MWSBE performance on this project was rated Satisfactory Due to Good Faith Efforts for the following reasons: At the time of their decision to remove themselves from the project, the Prime was exceeding the MBE and WBE goals while goal credits subcontractors were utilized to the extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

DocuSigned by:

8/4/2025

Randall V. Macchi, JD Director, Houston Public Works

WBS No. M-430006-0008-4

Prior Council Action:

Ordinance No. 2020-0483, dated 06-03-2020

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$4,490,000.00 from Fund No. 4042 - Dedicated Drainage and Street Renewal Capital Fund - Drainage Charge.

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Michael Wahl, Deputy Director	HPW- Construction Delivery Line	713-881-3052

ATTACHMENTS:

Description

Maps

OBO Documents

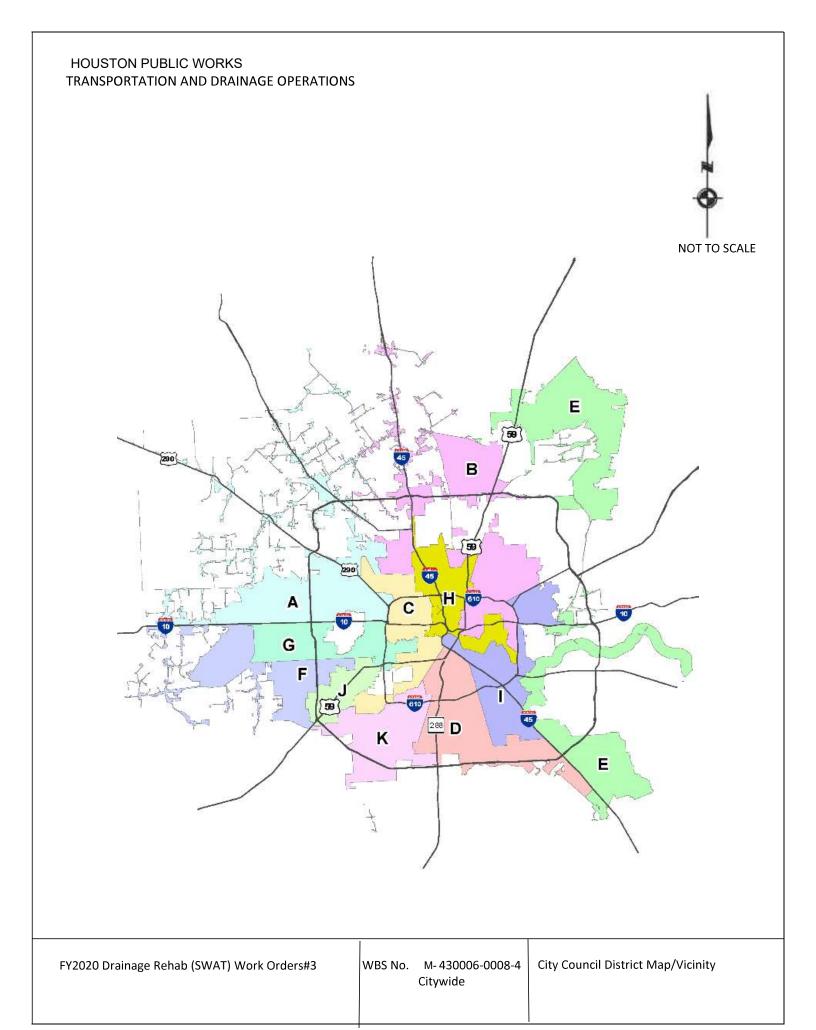
Prior Council Action

Ownership Information Form & Tax Report

Final Estimate

Type

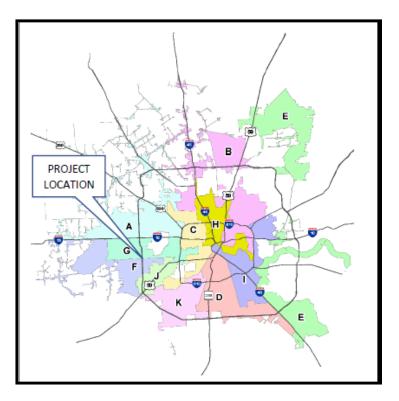
Backup Material Backup Material Backup Material Backup Material Backup Material



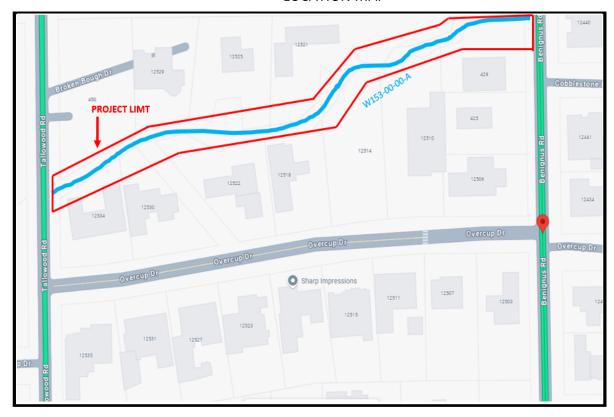
Work Authorization #1

Off-road Ditch W153-00-00-A(From Tallowood Road to Benignus Road)

Council District - G

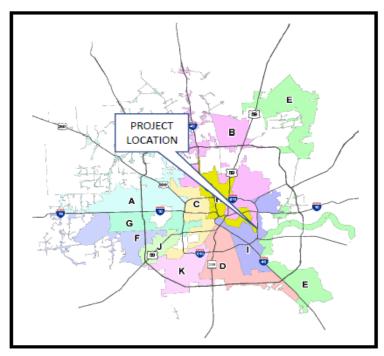


LOCATION MAP

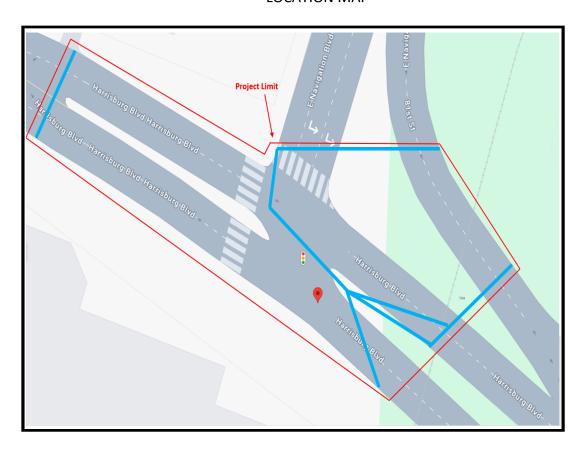


Work Authorization #2
Harrisburg Blvd (From Harrisburg Boulevard to East Navigation Boulevard)

Council District – I



LOCATION MAP





Meeting Date: 8/12/2025 District F Item Creation Date: 5/2/2025

HPW – 20FAC2581 Accept Work / Reytec Construction Resources, Inc.

Agenda Item#: 17.

Summary:

RECOMMENDATION from Director Houston Public Works for approval of final contract amount of \$15,318,726.78 and acceptance of work on contract with **REYTEC CONSTRUCTION RESOURCES, INC** for Alief Village and Belle Park #2 Lift Station Diversions - 4.01% under the original contract amount and under the 5% contingency amount - **DISTRICT F - THOMAS**

Background:

SUBJECT: Accept Work for Alief Village and Belle Park #2 Lift Station Diversions.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$15,318,726.78 or 4.01% under the original Contract Amount, accept the Work, and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the City's Capital Improvement Plan (CIP) for wastewater collections and was required to meet the City's lift station renewal and replacement program. The Alief Village and Belle Park #2 Lift Stations were identified as undersized and in poor condition and recommended for diversion and abandonment.

The work performed under this contract award was necessary to maintain compliance with Houston's wastewater consent decree with the EPA and TCEQ.

<u>DESCRIPTION/SCOPE:</u> This project consisted of the Lift Station Diversion for Alief Village and Belle Park #2 which includes the demolition and abandonment of Lift Stations, the construction of 10-inch, 12-inch, 15-inch, 18-inch, and 24-inch gravity sanitary sewer by open-cut and micro-tunnel construction and removing and replacing approximately 5,400 square yards of concrete pavement. IDS Engineering Group designed the project with 600 calendar days allowed for construction. The project was awarded to the Reytec Construction Resources, Inc, with an original Contract Amount of \$15,959,372.00.

LOCATION:

Project Name	Location	Council District
Alief Village Lift Station	4237 Amir Street, Houston, TX 77072	F
Belle Park #2 Lift Station	8003 Belle Park Drive, Houston, TX 77072	F

CONTRACT COMPLETION AND COST: The Contractor, Reytec Construction Resources, Inc., has completed the work under the subject Contract. The project was completed within the original Contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1 through 7, is \$15,318,726.78, a decrease of \$640,645.22 or 4.01% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 13.00% MBE and 7.00% WBE. The M/W/SBE goals approved for this project were 9.00% MBE, 7.00% WBE, and 4.00% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 8.74% MBE, 5.85% WBE, and 1.05% SBE. The MWBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: Good faith efforts were made to meet the MBE, WBE, and SBE goals and utilize all goal credit subcontractors to the fullest extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD Director, Houston Public Works

WBS No. R-000267-0126-4

Prior Council Action:

Ordinance No. 2022-0923, dated 11-30-2022

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$18,532,000.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council	832.395.2282
Markos Mengesha, Assistant Director	HPW-Facilities Delivery Line	832.395.2365

ATTACHMENTS:

Description

Signed Coversheet Maps

Type

Signed Cover sheet Backup Material



Meeting Date:
District F
Item Creation Date: 5/2/2025

HPW – 20FAC2581 Accept Work / Reytec Construction Resources, Inc.

Agenda Item#:

Background:

SUBJECT: Accept Work for Alief Village and Belle Park #2 Lift Station Diversions.

RECOMMENDATION: (SUMMARY) Pass a motion to approve the final Contract Amount of \$15,318,726.78 or 4.01% under the original Contract Amount, accept the Work, and authorize final payment.

PROJECT NOTICE/JUSTIFICATION: This project was part of the City's Capital Improvement Plan (CIP) for wastewater collections and was required to meet the City's lift station renewal and replacement program. The Alief Village and Belle Park #2 Lift Stations were identified as undersized and in poor condition and recommended for diversion and abandonment.

The work performed under this contract award was necessary to maintain compliance with Houston's wastewater consent decree with the EPA and TCEQ.

DESCRIPTION/SCOPE: This project consisted of the Lift Station Diversion for Alief Village and Belle Park #2 which includes the demolition and abandonment of Lift Stations, the construction of 10-inch, 12-inch, 15-inch, 18-inch, and 24-inch gravity sanitary sewer by open-cut and micro-tunnel construction and removing and replacing approximately 5,400 square yards of concrete pavement. IDS Engineering Group designed the project with 600 calendar days allowed for construction. The project was awarded to the Reytec Construction Resources, Inc, with an original Contract Amount of \$15,959,372.00.

LOCATION:

Project Name	Location	Council District
Alief Village Lift Station	4237 Amir Street, Houston, TX 77072	F
Belle Park #2 Lift Station	8003 Belle Park Drive, Houston, TX 77072	F

CONTRACT COMPLETION AND COST: The Contractor, Reytec Construction Resources, Inc., has completed the work under the subject Contract. The project was completed within the original Contract time. The final cost of the project, including overrun and underrun of estimated unit price quantities and previously approved Change Order Nos. 1 through 7, is \$15,318,726.78, a decrease of \$640,645.22 or 4.01% under the original Contract Amount and under the 5% contingency amount. The decreased cost is a result of the difference between planned and measured quantities.

M/WSBE PARTICIPATION: The advertised M/WBE contract goals for this project were 13.00% MBE and 7.00% WBE. The M/W/SBE goals approved for this project were 9.00% MBE, 7.00% WBE, and 4.00% SBE. According to the Office of Business Opportunity, the actual participation achieved on this project was 8.74% MBE, 5.85% WBE, and 1.05% SBE. The MWBE performance on this project was rated Satisfactory due to Good Faith Efforts for the following reasons: Good faith efforts were made to meet the

MBE, WBE, and SBE goals and utilize all goal credit subcontractors to the fullest extent possible. For the reasons listed, the MWSBE performance meets the good faith efforts requirements mandated by the City's MWSBE Program.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. R-000267-0126-4

Prior Council Action:

Ordinance No. 2022-0923, dated 11-30-2022

Amount and Source of Funding:

No additional funding required.

Original appropriation of \$18,532,000.00 from Fund No. 8500 - Water and Sewer System Consolidated Construction Fund

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council	832.395.2282
Markos Mengesha, Assistant Director	HPW-Facilities Delivery Line	832.395.2365

ATTACHMENTS:

Description	Type
Maps	Backup Material
OBO Documents	Backup Material
Prior Council Action	Backup Material
Ownership Information Form & Tax Report	Backup Material
Change Order Nos. 1 to 7	Backup Material
Final Estimate	Backup Material

Plotted: 7/29/2022 at 10:40:07 AM by pbond * IDS Engineering Group \\houvgisdb1\\Projects\0000\0057-075-01_159_237_Diversion\Ex2_Alief_BellePark2_VicinityMap_8.5x11p.mxd

Plotted: 7/29/2022 at 10:40:36 AM by pbond ♦ IDS Engineering Group \\Novogisdb1\\Projects\0000\00057-075-01_159_237_Diversion\Ext_Alief_BellePark2_LocationMap_8.5x11.mxd



Meeting Date: 8/12/2025 District E Item Creation Date:

LGL - Parcel LY21-013; City of Houston v. St. Maron Properties, LLC, et al.; Cause No. 1251414; Booker Landfill-West Donovan Drainage Project; WBS/CIP No. M-MAO100-0004-2.

Agenda Item#: 18.

Summary:

RECOMMENDATION from City Attorney, to deposit the amount of the Award of Special Commissioners into the Registry of the Court to pay all Costs of Court in connection with eminent domain proceeding styled City of Houston v. St. Maron Properties, LLC, Cause No. 1251414 for BOOKER LANDFILL-WEST DONOVAN DRAINAGE PROJECT, Parcel LY21-013 - DISTRICT E - FLICKINGER

Background:

The Booker Landfill-West Donovan Drainage Project intends to improve drainage and reduce the risk of structural flooding by providing for the design and construction of berm and swale drainage improvements and drainage ditches throughout the parcels for the project.

This eminent domain proceeding involves the acquisition of a drainage easement containing a total of 20,099 square feet of land. The property is located on Neiman Road in the City of Houston. The property is owned by St. Maron Properties, LLC. Prior to sending the matter to the Legal Department, the City attempted to negotiate a purchase of the property, but those efforts were unsuccessful. The matter was then referred to the Legal Department to initiate eminent domain proceedings to acquire the needed property. The Legal Department filed the eminent domain petition and a Special Commissioners' hearing was held.

 City's Testimony for the Special Commissioners:
 \$144,713.00

 Landowner's Testimony for the Special Commissioners:
 \$180,891.00

 Award of the Special Commissioners' Hearing.
 \$162,802.00

<u>Court & Misc. Costs:</u> Special Commissioners' fees; \$1,500.00 (\$500.00 x 3); Process Service; \$305.00; Court Filings; \$250.00; **Estimated Total Court & Misc. Costs:** \$2,055.00.

Arturo G. Michel, City Attorney

Randall V. Macchi, JD Director, Houston Public Works

Prior Council Action:

Ordinance No. 2023-175, passed 3/8/2023; Ordinance No. 2024-869, passed 11/14/2024.

Amount and Source of Funding:

\$162,802.00; Funds previously appropriated under Ordinance No. 2023-175 out of the Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax.

Contact Information:

Steven Beard832-393-6295 Suzanne Chauvin......832-393-6219

ATTACHMENTS:

Description Type

Signed Cover sheet Signed Cover sheet



Meeting Date: District B Item Creation Date:

LGL - Parcel LY21-013; City of Houston v. St. Maron Properties, LLC, et al.; Cause No. 1251414; Booker Landfill-West Donovan Drainage Project; WBS/CIP No. M-MAO100-0004-2.

Agenda Item #:

Summary:

Authorize the City Attorney, by Motion, to deposit the amount of the Award of the Special Commissioners of \$162,802.00 into the registry of the court and pay all costs. Funding will be provided by a previously approved blanket appropriation ordinance.

Background:

The Booker Landfill-West Donovan Drainage Project intends to improve drainage and reduce the risk of structural flooding by providing for the design and construction of berm and swale drainage improvements and drainage ditches throughout the parcels for the project.

This eminent domain proceeding involves the acquisition of a drainage easement containing a total of 20,099 square feet of land. The property is located on Neiman Road in the City of Houston. The property is owned by St. Maron Properties, LLC. Prior to sending the matter to the Legal Department, the City attempted to negotiate a purchase of the property, but those efforts were unsuccessful. The matter was then referred to the Legal Department to initiate eminent domain proceedings to acquire the needed property. The Legal Department filed the eminent domain petition and a Special Commissioners' hearing was held.

City's Testimony for the Special Commissioners:\$144,713.00

Landowner's Testimony for the Special Commissioners: \$180,891.00

Award of the Special Commissioners' Hearing\$162,802.00

Court & Misc. Costs: Special Commissioners' fees; \$1,500.00 (\$500.00 x 3); Process Service; \$305.00; Court Filings; \$250.00; Estimated Total Court & Misc. Costs: \$2,055.00.

-DocuSigned by:

Arturo G. Michel, City Attorney

Two & Michel

DocuSigned by:

Physiku 7/28/2025

Randall V. Macchi, JD

Director, Houston Public Works

Prior Council Action:

Ordinance No. 2023-175, passed 3/8/2023; Ordinance No. 2024-869, passed 11/14/2024.

Amount and Source of Funding:

\$162,802.00; Funds previously appropriated under Ordinance No. 2023-175 out of the Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax.

Contact Information:



Meeting Date: 8/12/2025 District I Item Creation Date: 7/8/2025

HPW20CW10348/Non-acceptance of 60 foot-wide Bowers Street/Parcel SY24-092

Agenda Item#: 19.

Summary:

RECOMMENDATION from Director Houston Public Works, reviewed and approved by the Joint Referral Committee, on request from Luis D. Valencia, of Benchmark Engineering Corporation, declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8, Parcel SY24-092 - **DISTRICT I - MARTINEZ**

Background:

SUBJECT: Request for a motion declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. Parcel SY24-092

RECOMMENDATION: It is recommended City Council approve a motion declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. Parcel SY24-092

SPECIFIC EXPLANATION: Luis D. Valencia, of Benchmark Engineering Corporation, 2401 Fountain View #500, Houston, TX 77057, on behalf of Phillip W. Boyko, of ARNBE, Property Mgmt, Ltd., requested the non-acceptance of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. The applicant plans to incorporate the subject street into its surrounding property, with no plans for any future changes. The street has never been used for utility purposes, and the City has identified no future need for it. The Joint Referral Committee reviewed and approved the request.

It is recommended City Council approve a motion declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8.

FISCAL NOTE: There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Randall V. Macchi, JD Director, Houston Public Works

Contact Information:

Roberto Medina,	DO-HPW Council	832-395-2456
Assistant Director	Liaison Office	
Maria Perez,	DO-HPW Council	832-395-2282
Agenda Coordinator	Liaison Office	
Addie L. Jackson, Esq.	Construction –	832-395-3164
Assistant Director	Real Estate Services	

ATTACHMENTS:

Description

Signed Coversheet Council District I Map Aerial Map Type

Signed Cover sheet Backup Material Backup Material



Meeting Date: District I Item Creation Date: 7/8/2025

HPW20CW10348/Non-acceptance of 60 foot-wide Bowers Street/Parcel SY24-092

Agenda Item#:

Background:

<u>SUBJECT:</u> Request for a motion declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. Parcel SY24-092

RECOMMENDATION: It is recommended City Council approve a motion declining the acceptance of, rejecting, and refusing the dedication of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. Parcel SY24-092

SPECIFIC EXPLANATION: Luis D. Valencia, of Benchmark Engineering Corporation, 2401 Fountain View #500, Houston, TX 77057, on behalf of Phillip W. Boyko, of ARNBE, Property Mgmt, Ltd., requested the non-acceptance of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. The applicant plans to incorporate the subject street into its surrounding property, with no plans for any future changes. The street has never been used for utility purposes, and the City has identified no future need for it. The Joint Referral Committee reviewed and approved the request.

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FISCAL NOTE: There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

—DocuSigned by:

May 128/2025

Randall V. Macchi, JD Director, Houston Public Works

Contact Information:

Oditade illiolillationi.		
Roberto Medina,	DO-HPW Council	832-395-2456
Assistant Director	Liaison Office	
Maria Perez,	DO-HPW Council	832-395-2282
Agenda Coordinator	Liaison Office	
Addie L. Jackson, Esq.	Construction –	832-395-3164
Assistant Director	Real Estate Services	

ATTACHMENTS:

Description Type

Aerial Map Backup Material
Council District I Map Backup Material

Council District I

COHGIS Database Source: January 2024 Reference: pj26286





Non-acceptance of 60 foot-wide Bowers Street, from Clinton Drive east to its terminus, within Block 124 of the Brunsville Addition, situated in the John Brown Survey, Abstract No. 8. Parcel SY24-092

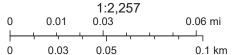


Nearest COH Addresses

Parcel Address Labels

• FULL

Parcels



Maxar, Microsoft, Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri,



Meeting Date: 8/12/2025 District J Item Creation Date: 7/17/2025

HPW20CW9979/Non-acceptance of Tasco Street and Ellis Street in Town of Jeanetta Addition and Champion Audio Reserve/Parcels SY21-031A and SY21-031B

Agenda Item#: 20.

Summary:

RECOMMENDATION from Director Houston Public Works, reviewed and approved by the Joint Referral Committee, on request from Richard Pena, of RSP Designs, LLC, declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395, Parcels SY21-031A and SY21-031B - **DISTRICT J - POLLARD**

Background:

<u>SUBJECT:</u> Request for a motion declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. **Parcels SY21-031A and SY21-031B**

RECOMMENDATION: It is recommended City Council approve a motion declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. **Parcels SY21-031A and SY21-031B**

SPECIFIC EXPLANATION: Richard Pena of RSP Designs, LLC, on behalf of Lawrence Lee, Managing Member, of Fondren 5650, LLC, requested the non-acceptance of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. Fondren 5650, LLC intends to incorporate its portion of Tasco Street and Ellis Street into its existing properties. Fondren 5650 LLC plans to replat the properties into one reserve and develop warehouses for retail and wholesale tenants. The other abutting property owner, JWR Industries, Inc. (d/b/a Bakers Safe and Locks), intends to incorporate its portion of Tasco Street into its neighboring property for additional parking. Tasco Street and Ellis Street have never been paved or used for utility purposes and the City has identified no future need for Tasco Street and Ellis Street. The Joint Referral Committee reviewed and approved the request as a non-acceptance.

FISCAL NOTE: There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Randall V. Macchi , JD Director, Houston Public Works

Contact Information:

Name	Service Line	
Roberto Medina,	DO-HPW	832.395.2456
Assistant	Council Liaison	
Director	Office	
Maria Perez,	DO-	832.395.2282
HPW Agenda	HPW Council	
Coordinator	Liaison Office	
Addie L.	Real	832.395.3164
Jackson, Esq.,	Estate Services	
Assistant Director		

ATTACHMENTS:

Description

Signed Coversheet Council District J Map Aerial Map Type

Signed Cover sheet Backup Material Backup Material



Meeting Date: District J Item Creation Date: 7/17/2025

HPW20CW9979/Non-acceptance of Tasco Street and Ellis Street in Town of Jeanetta Addition and Champion Audio Reserve/Parcels SY21-031A and SY21-031B

Agenda Item#:

Background:

<u>SUBJECT:</u> Request for a motion declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. **Parcels SY21-031A and SY21-031B**

RECOMMENDATION: It is recommended City Council approve a motion declining the acceptance of, rejecting, and refusing the dedication of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. **Parcels SY21-031A and SY21-031B**

SPECIFIC EXPLANATION: Richard Pena of RSP Designs, LLC, on behalf of Lawrence Lee, Managing Member, of Fondren 5650, LLC, requested the non-acceptance of 50 foot-wide Tasco Street, from Drew Street east to Fondren Road, and Ellis Street, from Tasco Street north to its terminus, out of Lot 2 in Town of Jeanetta Addition and Champion Audio Reserve, within the H.T.R.R. Company Survey, Abstract 395. Fondren 5650, LLC intends to incorporate its portion of Tasco Street and Ellis Street into its existing properties. Fondren 5650 LLC plans to replat the properties into one reserve and develop warehouses for retail and wholesale tenants. The other abutting property owner, JWR Industries, Inc. (d/b/a Bakers Safe and Locks), intends to incorporate its portion of Tasco Street into its neighboring property for additional parking. Tasco Street and Ellis Street have never been paved or used for utility purposes and the City has identified no future need for Tasco Street and Ellis Street. The Joint Referral Committee reviewed and approved the request as a non-acceptance.

FISCAL NOTE: There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

DocuSigned by:

7/28/2025 —BE463EF0DF454EB...

Randall V. Macchi , JD

Director, Houston Public Works

Contact Information:

Name	Service Line	
Roberto Medina,	DO-HPW	832.395.2456
Assistant	Council Liaison	
Director	Office	
Maria Perez,	DO-	832.395.2282
HPW Agenda Coordinator	HPW Council	
Coordinator	Liaison Office	
Addie L.	Real	832.395.3164
Jackson, Esq.,	Estate Services	
Assistant Director		

ATTACHMENTS:

Description

Aerial Map Council District J Map Type

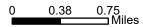
Backup Material Backup Material

City of Houston

Council District J Edward Pollard



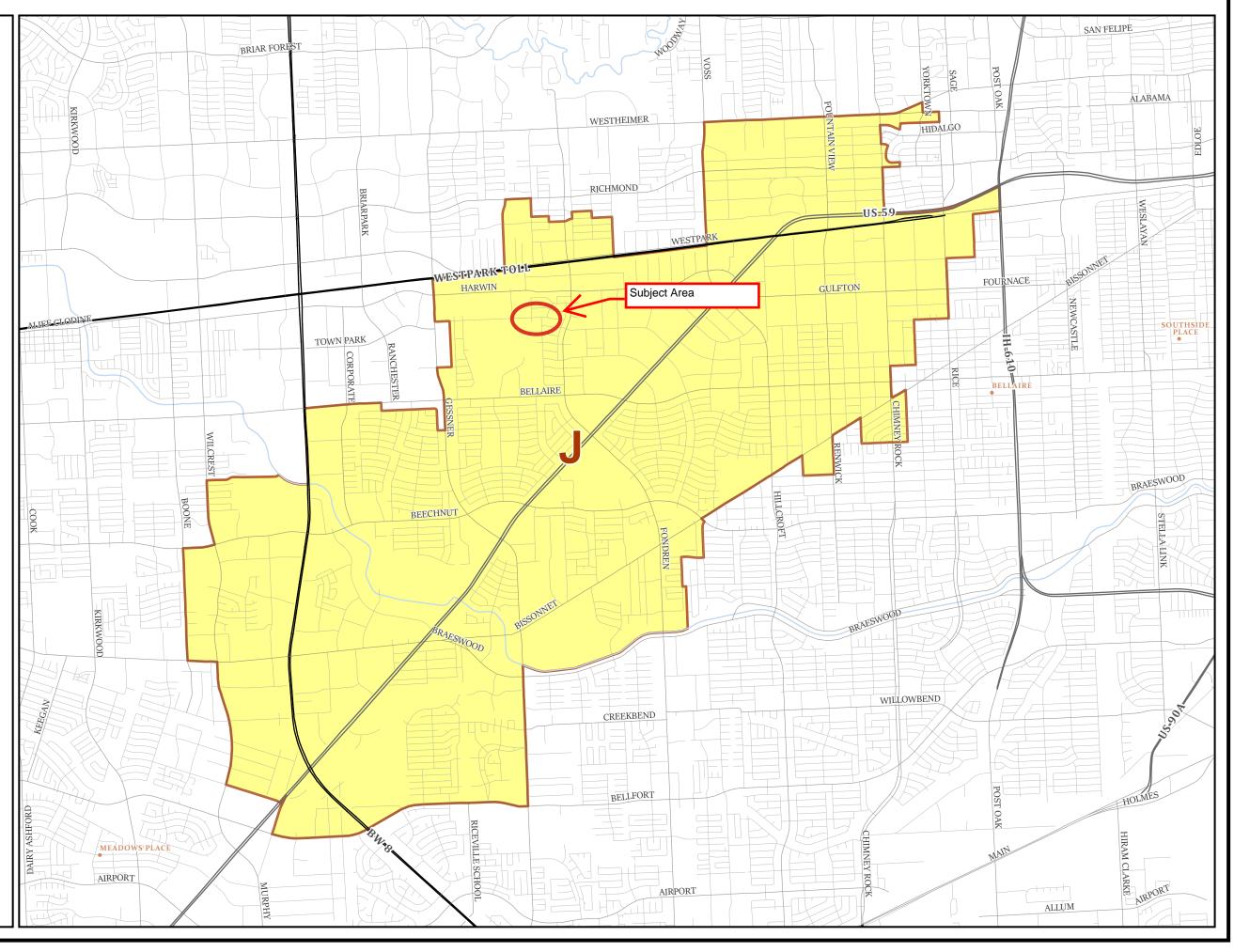
Source: COHGIS Database Date: January 2020 Reference: PJ20952 J

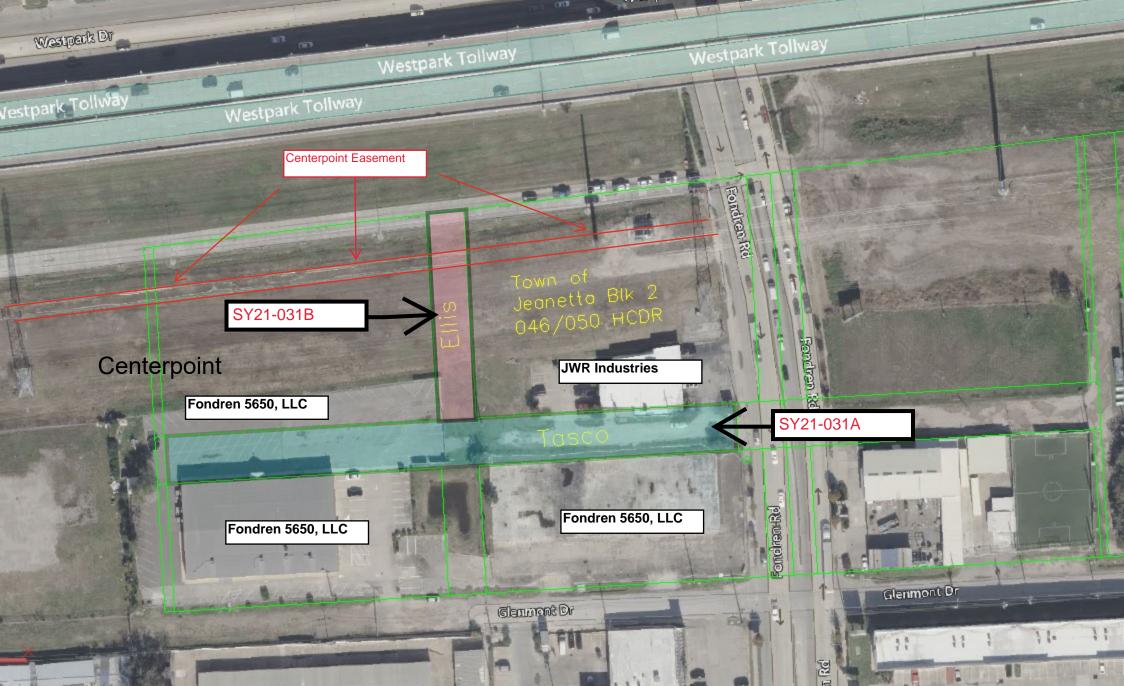






This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.







Meeting Date: 8/12/2025 ALL

Item Creation Date: 6/16/2025

ITB-2025-0036 – Pet Food Supplies (SanTena USA LLC)
– Motion

Agenda Item#: 21.

Summary:

SANTENA USA LLC for Supply of Dry and Wet Pet Food for Animals for the Administration and Regulatory Affairs Department - \$789,753.96 - 3 Years with 2 one-year options - BARC Special Revenue Fund

Background:

Formal Bids Received May 8, 2025, for ITB-2025-0036 – Approve an award to SanTena USA LLC in an amount not to exceed \$789,753.96 for the supply of dry and wet pet food for animals for the Administration and Regulatory Affairs Department.

Specific Explanation:

The Director of the Administration and Regulatory Affairs Department and the Chief Procurement Officer recommend that City Council approve an award to **SanTena USA LLC** on its low bid in an amount not to exceed \$789,753.96 for the supply of dry and wet pet food for animals located at the BARC animal shelter. It is further requested that authorization be given to make purchase(s), as needed, for a three (3) year period, with two (2) one-year options.

This award will provide pet food for animals housed at the BARC animal shelter, including adult dogs, puppies, cats, kittens, and animals with special dietary requirements. The goal is to ensure proper nutrition, consistent feeding schedules, and the overall health and well-being of the animals in the City's care.

This project was advertised in accordance with the requirements of the State of Texas bid laws and seven (7) bids were received as outlined below.

Company Name	Amount
Midwest Veterinary Supply	\$171,360.96 – Incomplete Bid
2. SanTena USA LLC	\$789,753.96
3. Royal Canin US	\$1,143,856.60
4. Zumo Industries, DBA Zumo Corp.	\$1,574,033.16
5. Eribon, Inc.	\$2,178,486.64
6. Truly Safe	\$4,416,100.00
7. Patterson Veterinary Supply, Inc.	\$30,760,167.20

MWBE Participation:

Zero-percentage goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item will be included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield Chief Procurement Officer **Department Approval Authority**

Estimated Spending Authority:			
Department	FY2026	Out Years	Total
Administration & Regulatory	\$143,449.60	\$646,304.36	\$789,753.96
Affairs			

Amount and Source of Funding:

\$789,753.96

BARC Special Revenue

Fund No.: (2427)

Contact Information:

Name	Dept/Division	Phone No.:
Patricia Guerrero, Procurement Specialist	Finance/SPD	(832) 393-6697
Lena Farris, Division Manager	Finance/SPD	(832) 393-8729
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 6/16/2025

ITB-2025-0036 - Pet Food Supplies (SanTena USA LLC) - Motion

Agenda Item#: 18.

Background:

Formal Bids Received May 8, 2025, for ITB-2025-0036 – Approve an award to SanTena USA LLC in an amount not to exceed \$789,753.96 for the supply of dry and wet pet food for animals for the Administration and Regulatory Affairs Department.

Specific Explanation:

The Director of the Administration and Regulatory Affairs Department and the Chief Procurement Officer recommend that City Council approve an award to **SanTena USA LLC** on its low bid in an amount not to exceed **\$789,753.96** for the supply of dry and wet pet food for animals located at the BARC animal shelter. It is further requested that authorization be given to make purchase(s), as needed, for a **three (3) year period, with two (2) one-year options.**

This award will provide pet food for animals housed at the BARC animal shelter, including adult dogs, puppies, cats, kittens, and animals with special dietary requirements. The goal is to ensure proper nutrition, consistent feeding schedules, and the overall health and well-being of the animals in the City's care.

This project was advertised in accordance with the requirements of the State of Texas bid laws and seven (7) bids were received as outlined below.

Company Name	Amount
Midwest Veterinary Supply	\$171,360.96 – Incomplete Bid
2. SanTena USA LLC	\$789,753.96
3. Royal Canin US	\$1,143,856.60
4. Zumo Industries, DBA Zumo Corp.	\$1,574,033.16
5. Eribon, Inc.	\$2,178,486.64
6. Truly Safe	\$4,416,100.00
7. Patterson Veterinary Supply, Inc.	\$30,760,167.20

MWBE Participation:

Zero-percentage goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item will be included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.



Estimated Spending Authority:			
Department	FY2026	Out Years	Total
Administration & Regulatory Affairs	\$143,449.60	\$646,304.36	\$789,753.96

Amount and Source of Funding:

\$789,753.96 BARC Special Revenue Fund No.: (2427)

Contact Information:

Name	Dept/Division	Phone No.:
Patricia Guerrero, Procurement Specialist	Finance/SPD	(832) 393-6697
Lena Farris, Division Manager	Finance/SPD	(832) 393-8729
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material
Award Recommendation - ARA	Backup Material
OBO Waiver	Backup Material
Ownership Form - SanTena USA	Backup Material
Conflict of Interest Questionnaire - SanTena USA	Backup Material
Clear Tax Report - SanTena USA	Backup Material
1295 Form - SanTena USA	Backup Material
Common Carrier Letter - SanTena USA	Backup Material
Funding verification for ARA	Financial Information
ARA Funding	Financial Information
Signed coversheet	Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/16/2025

SR1598267800 – American Association of Airport Executives (AAAE) Membership and Training - MOTION

Agenda Item#: 22.

Summary:

AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES for Membership and Training for the Houston Airport System - \$1,035,000.00 - 5 Years - Enterprise Fund

Background:

Sole Source P44-SR1598267800 – Approve the sole source purchase from American Association of Airport Executives (AAAE) in an amount not to exceed \$1,035,000.00 for membership and training for a period of five (5) years for the Houston Airport System (HAS).

Specific Explanation:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve the sole source purchase for a five-year period to American Association of Airport Executives (AAAE) in an amount not to exceed \$1,035,000.00 for membership and training for the Houston Airport System (HAS).

The American Association of Airport Executives (AAAE), founded in 1928 and headquartered in Alexandria, Virginia, is a not-for-profit association and the largest professional organization for airport executives in the world, representing airport management personnel at public-use airports worldwide. AAAE's primary goal is to assist airport personnel in fulfilling their responsibilities to the airports and communities they serve. AAAE provides member services to help airports address the operational challenges encountered during daily business, including professional accreditation programs and training, representation before Congress and federal regulators, and a vital industry communications link augmented by multiple annual industry meetings. AAAE is one of the most qualified and experienced airport skills and aviation compliance training providers in the country, having trained and certified airport management professionals with proficiency evaluations since 1954.

Membership will support airport personnel by providing specialized training, certifications, and regulatory proficiency evaluations aligned with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) standards.

The Houston Airport System (HAS) has had a relationship with AAAE for decades, and AAAE offers HAS staff the following benefits, including:

- Access to a nationwide network of airport professionals.
- Participation in certification programs such as the Certified Member (C.M.) and Accredited Airport Executive (A.A.E.).
- Specialized training through the Airport Certified Employee (ACE) program, covering operational areas like airfield operations, security, and safety management.
- Attendance at industry conferences, seminars, and on-demand training for continuous learning and regulatory updates.
- Real-time tracking of employee development via a Professional Development Dashboard.
- Representation on federal legislative and regulatory issues, with access to exclusive policy alerts and federal affairs briefings.

AAAE enhances HAS's operational excellence, employee growth, and industry leadership by leveraging its proven resources and expertise. AAAE distinguishes itself through its strong alignment with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations. AAAE's affiliations and certifications are uniquely tailored to these federal standards, offering an invaluable network of industry-specific information, professional relationships, and specialized certifications and training programs not available through any other organization.

This recommendation is made pursuant to subsection 252.022(a)(7)(A) "procurement of items that are available from only one source, including items that are available from only one source is exempt from the competitive requirements for purchases.

MWBE Participation:

MWBE participation zero-percentage goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Department Approval Authority
Officer
Finance/Strategic Procurement Division

Amount and Source of Funding:

Estimated Spending Authority			
Department	FY2026	Out Years	Total
Houston Airport System	\$207,000.00	\$828,000.00	\$1,035,000.00

Amount of Funding \$1,035,000.00

HAS Revenue Fund Fund No. 8001

Contact Information:

Name: Dept./Division Phone Number

Barbara Fisher, Division Manager	Finance/SPD	832.393.8722
Yesenia Chuca, Deputy Assistant Director	Finance/SPD	832.393.8727
Jedediah Greenfield, Chief Procurement	Finance/SPD	832.393.9126
Officer		

Туре

ATTACHMENTS:

Description

Signed coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date: 7/16/2025

SR1598267800 – American Association of Airport Executives (AAAE) Membership and Training - MOTION

Agenda Item#:

Background:

Sole Source P44-SR1598267800 – Approve the sole source purchase from American Association of Airport Executives (AAAE) in an amount not to exceed \$1,035,000.00 for membership and training for a period of five (5) years for the Houston Airport System (HAS).

Specific Explanation:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve the sole source purchase for a five-year period to American Association of Airport Executives (AAAE) in an amount not to exceed \$1,035,000.00 for membership and training for the Houston Airport System (HAS).

The American Association of Airport Executives (AAAE), founded in 1928 and headquartered in Alexandria, Virginia, is a not-for-profit association and the largest professional organization for airport executives in the world, representing airport management personnel at public-use airports worldwide. AAAE's primary goal is to assist airport personnel in fulfilling their responsibilities to the airports and communities they serve. AAAE provides member services to help airports address the operational challenges encountered during daily business, including professional accreditation programs and training, representation before Congress and federal regulators, and a vital industry communications link augmented by multiple annual industry meetings. AAAE is one of the most qualified and experienced airport skills and aviation compliance training providers in the country, having trained and certified airport management professionals with proficiency evaluations since 1954.

Membership will support airport personnel by providing specialized training, certifications, and regulatory proficiency evaluations aligned with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) standards.

The Houston Airport System (HAS) has had a relationship with AAAE for decades, and AAAE offers HAS staff the following benefits, including:

- Access to a nationwide network of airport professionals.
- Participation in certification programs such as the Certified Member (C.M.) and Accredited Airport Executive (A.A.E.).
- Specialized training through the Airport Certified Employee (ACE) program, covering operational areas like airfield operations, security, and safety management.
- · Attendance at industry conferences, seminars, and on-demand training for continuous learning and regulatory updates.
- Real-time tracking of employee development via a Professional Development Dashboard.
- Representation on federal legislative and regulatory issues, with access to exclusive policy alerts and federal affairs briefings.

AAAE enhances HAS's operational excellence, employee growth, and industry leadership by leveraging its proven resources and

expertise. AAAE distinguishes itself through its strong alignment with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations. AAAE's affiliations and certifications are uniquely tailored to these federal standards, offering an invaluable network of industry-specific information, professional relationships, and specialized certifications and training programs not available through any other organization.

This recommendation is made pursuant to subsection 252.022(a)(7)(A) "procurement of items that are available from only one source, including items that are available from only one source is exempt from the competitive requirements for purchases.

MWBE Participation:

MWBE participation zero-percentage goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah	Greenfield,	Chief	Procurement	Department Approval Authority	
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Amount and Source of Funding:

February 1 October 1 Control Control						
Estimated Spending Authority						
Department FY2026 Out Years Total						
Houston Airport \$207,000.00 \$828,000.00 \$1,035,000.00						
System						

Amount of Funding \$1,035,000.00

HAS Revenue Fund Fund No. 8001

Contact Information:

Name:	Dept./Division	Phone Number
Barbara Fisher, Division Manager	Finance/SPD	832.393.8722
Yesenia Chuca, Deputy Assistant Director	Finance/SPD	832.393.8727
Jedediah Greenfield, Chief Procurement	Finance/SPD	832.393.9126
Officer		

ATTACHMENTS:

Description	Туре
Sole Source Justification	Other
Certification of Funds	Financial Information
OBO Goal Waiver	Other
Vendor Quote	Other
Ownership Form	Other
Certificate of Insurance	Other
Conflict of Interest	Other
Drug Policy Forms	Other
1295 Certificate	Other
TX SOS	Other
Tax Delinquent Report	Other



Meeting Date: 8/12/2025 ALL Item Creation Date: 8/1/2025

SR1667613842 - Side Loaders - MOTION (Chastang Enterprises - Houston, LLC and Holt Trucking Centers of Texas, LLC

Agenda Item#: 23.

Summary:

CHASTANG ENTERPRISES - HOUSTON, LLC, \$9,347,580.00 and HOLT TRUCKING CENTERS OF TEXAS, LLC, \$4,246,500.00, for Purchase of Twenty-one (21) Autocar Side Loaders and Ten (10) Battle Side Loaders through the Cooperative Purchasing Agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Management Department - Equipment Acquisition Consolidated Fund

Background:

SR1667613842 – Approve the purchase of twenty-one (21) Autocar Side Loaders with Chastang Enterprises – Houston, LLC dba Chastang Ford in the total amount of \$9,347,580.00 and ten (10) Battle Side Loaders with Holt Trucking Centers of Texas, LLC in the total amount of \$4,246,500.00 through the cooperative purchasing agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Department.

Specific Explanation:

The Director of the Fleet Management Department and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-one (21) Autocar Side Loaders with **Chastang Enterprises** – **Houston, LLC dba Chastang Ford** in the total amount of **\$9,347,580.00** and ten (10) Battle Side Loaders with **Holt Trucking Centers of Texas, LLC** in the total amount of **\$4,246,500.00** through the cooperative purchasing agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Department.

The Fleet Management Department has vetted and approved the purchase of these Side Loaders. These internal combustion engines will be used for trash and recycling curbside pickup, replacing existing vehicles that have reached their life expectancy and will be sent to auction for disposal.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

M/WBE Subcontracting:

M/WBE Zero Percentage Goal Document approved by the Office of Business Opportunity.

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 a Cooperative Purchasing Agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Jedediah Greenfield Chief Procurement Officer

Estimated Spending Authority:			
Department FY2026 Out Years Total			
Fleet Management Department	\$13,594,080.00	\$0.00	\$13,594,080.00

Prior Council Action:

Ordinance 2025-0655, passed on July 30 2025

Amount and Source of Funding: \$13,594,080.00 – Equipment Acquisition Consolidation Fund (1800)

<u>Contact Information:</u> Jedediah Greenfield, Chief Procurement Officer – (832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 8/1/2025

SR1667613842 - Side Loaders - MOTION (Chastang Enterprises - Houston, LLC and Holt Trucking Centers of Texas, LLC

Agenda Item#: 29.

Background:

SR1667613842 – Approve the purchase of twenty-one (21) Autocar Side Loaders with Chastang Enterprises – Houston, LLC dba Chastang Ford in the total amount of \$9,347,580.00 and ten (10) Battle Side Loaders with Holt Trucking Centers of Texas, LLC in the total amount of \$4,246,500.00 through the cooperative purchasing agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Department.

Specific Explanation:

The Director of the Fleet Management Department and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-one (21) Autocar Side Loaders with **Chastang Enterprises – Houston, LLC dba Chastang Ford** in the total amount of \$9,347,580.00 and ten (10) Battle Side Loaders with **Holt Trucking Centers of Texas, LLC** in the total amount of \$4,246,500.00 through the cooperative purchasing agreement with the Texas Local Government Purchasing Cooperative (BuyBoard) for the Fleet Management Department on behalf of the Solid Waste Department.

The Fleet Management Department has vetted and approved the purchase of these Side Loaders. These internal combustion engines will be used for trash and recycling curbside pickup, replacing existing vehicles that have reached their life expectancy and will be sent to auction for disposal.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

M/WBE Subcontracting:

M/WBE Zero Percentage Goal Document approved by the Office of Business Opportunity.

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 a Cooperative Purchasing Agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.



Jedediah Greenfield Chief Procurement Officer

Estimated Spending Authority:

Department FY2026 Out Years Total

Fleet Management Department \$13,594,080.00 \$0.00 \$13,594,080.00

Prior Council Action:

Ordinance 2025-0655, passed on July 30 2025

Amount and Source of Funding:

\$13,594,080.00 - Equipment Acquisition Consolidation Fund (1800)

Contact Information:

Jedediah Greenfield, Chief Procurement Officer – (832) 393-9126

ATTACHMENTS:

Description

Ownership Form Ownership Form Certification of Funds Certification of Funds

Tax Report Tax Report

Cooperative Contract

Quotes

Туре

Backup Material Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 8/1/2025

SR1655105789 – Ford Police Interceptor Vehicles (Silsbee

Agenda Item#: 24.

Ford) - MOTION

Summary:

SILSBEE FORD, The Interlocal Purchasing System supplier, for Purchase of Ford Police Interceptor Vehicles for the Fleet Management Department on behalf of the Houston Airport System - \$1,505,267.43 - Police Consolidated Construction Fund

Background:

SR1655105789 - Approve the purchase of Ford Police Interceptor vehicles through The Interlocal Purchasing System ("TIPS") from the supplier Silsbee Ford in the total amount of \$1,505,267.43, for the Fleet Management Department on behalf of the Houston Police Department.

Specific Explanation:

The Director of the Fleet Management Department and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-three (23) Ford Police Interceptor 2025 Utility vehicles through The Interlocal Purchasing System ("TIPS") from the supplier **Silsbee** Ford in the total amount of **\$1,505,267.43**, for the Fleet Management Department on behalf of the Houston Police Department.

The Fleet Management Department has vetted and approved the purchase of these Police Interceptor vehicles. These internal combustion engine vehicles will be used for patrol duties, replacing existing units that have reached the end of their service life and will be sent to auction for disposal.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services".

MWBE Subcontracting:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

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 an Interlocal or Cooperative Purchasing

agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Jedediah Greenfield Department Approval Authority

Chief Procurement Officer

Estimated Spending Authority

<u>Department</u>	FY2026	Out Years	<u>Total</u>
Houston Police Department	\$1,505,267.43	\$0	\$1,505,267.43

Amount and Source of Funding:

\$1,505,267.43 – Police Consolidated Construction Fund (4504)

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308- 1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393- 9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393- 8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393- 9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date: 8/1/2025

SR1655105789 - Ford Police Interceptor Vehicles (Silsbee Ford) - MOTION

Agenda Item#:

Background:

SR1655105789 - Approve the purchase of Ford Police Interceptor vehicles through The Interlocal Purchasing System ("TIPS") from the supplier Silsbee Ford in the total amount of \$1,505,267.43, for the Fleet Management Department on behalf of the Houston Police Department.

Specific Explanation:

The Director of the Fleet Management Department and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-three (23) Ford Police Interceptor 2025 Utility vehicles through The Interlocal Purchasing System ("TIPS") from the supplier **Silsbee Ford** in the total amount of **\$1,505,267.43**, for the Fleet Management Department on behalf of the Houston Police Department.

The Fleet Management Department has vetted and approved the purchase of these Police Interceptor vehicles. These internal combustion engine vehicles will be used for patrol duties, replacing existing units that have reached the end of their service life and will be sent to auction for disposal.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services".

MWBE Subcontracting:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

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 an Interlocal or Cooperative Purchasing agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

DocuSigned by:

Department Approval Authority

Estimated Spending Authority

Chief Procurement Officer

<u>Department</u>	FY2026	Out Years	<u>Total</u>
Houston Police Department	\$1,505,267.43	\$0	\$1,505,267.43

Amount and Source of Funding:

\$1,505,267.43 – Police Consolidated Construction Fund (4504)

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308-1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393-9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Certification of Funds
Conflict of Interest Form
Cooperative Purchase Approval
MWBE Goal Waiver Approved
Ownership Form
Quote
Cleared Tax Report

Financial Information
Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date:

SR1638601139.1 - Appropriation for HPD Microsoft O365 Tenant Conversion - ORDINANCE

Agenda Item#: 25.

Summary:

ORDINANCE appropriating \$800,000.00 out of Contributed Capital Project Fund for Planned Tenant Migration Consolidated Services Projects for Houston Information Technology Services on behalf of the Houston Police Department

Background:

SR1638601139.1 - Approve an Ordinance appropriating \$800,000.00 from the Contributed Capital Project Fund (4515) for the planned Tenant Migration Consolidation Services project for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD).

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve an ordinance to appropriate \$800,000.00 from the Contributed Capital Project Fund (4515) for the planned Tenant Migration Services project for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD).

The project description with allocation amount is as follows:

PROJECT PROJECT NO. AMOUNT HPD Tenant X-100076* \$800,000.00

Conversion

This appropriation will allow for the HPD Tenant Conversion project to consolidate the Houston Police Department's separate cloud-based office productivity environment into a single, unified, Citywide tenant. This strategic migration will create a more seamless and integrated experience for employees by simplifying system management, improving operational efficiency, and strengthening security through modernized endpoint management, domain unification, and optimized integration with third-party software services. In addition to enhancing functionality, this consolidation is expected to generate long- term cost efficiencies by streamlining software licensing. This effort represents a critical step toward building a more cohesive, secure, and cost-effective technology environment that supports the City's long- term operational and strategic goals. HITS will leverage cooperative contract(s) for the purchase of professional services and software and will come to Council, as needed, for the procurement.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Jedediah Greenfield Chief Procurement Officer Finance/ Strategic Procurement Division Services Lisa Kent Chief Information Officer Houston Information Technology

Prior Council Action:

N/A

Amount and Source of Funding:

\$800,000.00 - Contributed Capital Project Fund (4515)

Contact Information:

Name	Dept/Division	Phone No.:
Jane Wu, Deputy Director	HITS/ DBM	(832) 393-0013
Derek Kent, Division Manager	Finance/SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance /SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement	Finance/SPD	(832) 393-9126
Officer		

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date:

SR1638601139.1 - Appropriation for HPD Microsoft O365 Tenant Conversion - ORDINANCE

Agenda Item#:

Summary:

Background:

SR1638601139.1 - Approve an Ordinance appropriating \$800,000.00 from the Contributed Capital Project Fund (4515) for the planned Tenant Migration Consolidation Services project for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD).

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve an ordinance to appropriate \$800,000.00 from the Contributed Capital Project Fund (4515) for the planned Tenant Migration Services project for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD).

The project description with allocation amount is as follows:

 PROJECT
 PROJECT NO.
 AMOUNT

 HPD Tenant
 X-100076*
 \$800,000.00

Conversion

This appropriation will allow for the HPD Tenant Conversion project to consolidate the Houston Police Department's separate cloud-based office productivity environment into a single, unified, Citywide tenant. This strategic migration will create a more seamless and integrated experience for employees by simplifying system management, improving operational efficiency, and strengthening security through modernized endpoint management, domain unification, and optimized integration with third-party software services. In addition to enhancing functionality, this consolidation is expected to generate long- term cost efficiencies by streamlining software licensing. This effort represents a critical step toward building a more cohesive, secure, and cost-effective technology environment that supports the City's long- term operational and strategic goals. HITS will leverage cooperative contract(s) for the purchase of professional services and software and will come to Council, as needed, for the procurement.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Jedediah Greenfield
Chief Procurement Officer

Finance/ Strategic Procurement Division

DocuSigned by:

Linke to

Lisa Kent

Chief Information Officer

Houston Information Technology Services

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DocuSigned by:

−ds W

Prior Council Action:

N/A

Amount and Source of Funding:

\$800,000.00 - Contributed Capital Project Fund (4515)

Contact Information:

Name	Dept/Division	Phone No.:
Jane Wu, Deputy Director	HITS/ DBM	(832) 393-0013
Derek Kent, Division Manager	Finance/SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance /SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement	Finance/SPD	(832) 393-9126

Officer	
ATTACHMENTS:	

Type

Financial Information

Docusign Envelope ID: 71A5F54B-D6A1-4BC9-B369-B5884CC9B183

Description

Certification of Funds



Meeting Date: 8/12/2025

Item Creation Date:

SR1638601139.2 - HPD Microsoft O365 Tenant Conversion (Quisitive, LLC) - MOTION

Agenda Item#: 26.

Summary:

APPROVE spending authority in an amount not to exceed \$760,000.00 for Purchase of Tenant Migration Consolidation Services through the Texas Department of Information Resources (DIR) for Houston Information Technology Services on behalf of the Houston Police Department, from **QUISITIVE, LLC** - 1 Year - Contributed Capital Project Fund

This item should only be considered after passage of Item 25 above

Background:

SR1638601139.2 - Approve spending authority in an amount not to exceed \$760,000.00 for the purchase of Tenant Migration Consolidation Services from Quisitive, LLC through the Texas Department of Information Resources (DIR) cooperative purchasing program for Houston Information Technology Service (HITS) on behalf of Houston Police Department for a one (1) year period.

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$760,000.00 for the purchase of Tenant Migration Consolidation Services from Quisitive, LLC through the Texas Department of Information Resources (DIR) cooperative purchasing program for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD). The requested spending authority is expected to sustain the department for one (1) year.

The City is undertaking an initiative to consolidate HPD's separate cloud-based office productivity environment into a single, unified, Citywide tenant. This strategic migration will create a more seamless and integrated experience for employees by simplifying system management, improving operational efficiency, and strengthening security through modernized endpoint management, domain unification, and optimized integration with third-party software services. In addition to enhancing functionality, this consolidation is expected to generate long-term cost efficiencies by streamlining software licensing. This effort represents a critical step toward building a more cohesive, secure, and cost-effective technology environment that supports the City's long-term operational and strategic goals.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative

purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

M/WBE Subcontracting:

M/WBE Zero Percentage Goal Document approved by the Office of Business Opportunity.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Jedediah Greenfield, Chief Procurement OfficerLisa Kent, Chief Information Officer Finance/ Strategic Procurement Division Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$760,000.00 - Contributed Capital Project Fund (4515)

Contact Information:

Jane Wu, Deputy Director	HITS/DBM	(832) 393-0013
Derek Kent, Division Manager	Finance/SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025

Item Creation Date:

SR1638601139.2 - HPD Microsoft O365 Tenant Conversion (Quisitive, LLC) - MOTION

Agenda Item#: 23.

Background:

SR1638601139.2 - Approve spending authority in an amount not to exceed \$760,000.00 for the purchase of Tenant Migration Consolidation Services from Quisitive, LLC through the Texas Department of Information Resources (DIR) cooperative purchasing program for Houston Information Technology Service (HITS) on behalf of Houston Police Department for a one (1) year period.

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$760,000.00 for the purchase of Tenant Migration Consolidation Services from Quisitive, LLC through the Texas Department of Information Resources (DIR) cooperative purchasing program for Houston Information Technology Services (HITS) on behalf of Houston Police Department (HPD). The requested spending authority is expected to sustain the department for one (1) year.

The City is undertaking an initiative to consolidate HPD's separate cloud-based office productivity environment into a single, unified, Citywide tenant. This strategic migration will create a more seamless and integrated experience for employees by simplifying system management, improving operational efficiency, and strengthening security through modernized endpoint management, domain unification, and optimized integration with third-party software services. In addition to enhancing functionality, this consolidation is expected to generate long-term cost efficiencies by streamlining software licensing. This effort represents a critical step toward building a more cohesive, secure, and cost-effective technology environment that supports the City's long-term operational and strategic goals.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

DocuSigned by:

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M/WBE Subcontracting:

M/WBE Zero Percentage Goal Document approved by the Office of Business Opportunity.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

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Jedediah Greenfield, Chief Procurement Officer Lisa Kent, Chief Information Officer Finance/ Strategic Procurement Division Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

DocuSigned by:

\$760,000.00 - Contributed Capital Project Fund (4515)

Contact Information:

Jane Wu, Deputy Director	HITS/DBM	(832) 393-0013
Derek Kent, Division Manager	Finance/SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description
Certification of Funds
Ourseship Information Form

Type

Financial Information

Doolan Motorial

Docusign Envelope ID: 1B089F00-F4F4-4706-B4A5-B7DD8D4E4825

OWNERSHIP INFORMATION FORM OBO Waiver Sole Source Justification Cleared Tax

Backup Material Backup Material Backup Material Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

SR1593160858 – ICP-MS (Fisher Scientific Company LLC)
– MOTION

Agenda Item#: 27.

Summary:

APPROVE spending authority in an amount not to exceed \$181,972.00 for Purchase of an ICP-MS Spectrometer System, Supplies, Accessories, Installation and Training Services through the Omnia Purchasing Cooperative Contract for the Houston Health Department, from **FISHER SCIENTIFIC COMPANY LLC** - Equipment Acquisition Consolidated Fund

Background:

SR1593160858 - Approve spending authority in an amount not to exceed \$181,972.00 for the purchase of an ICP-MS spectrometer system, supplies, accessories, installation, and training services from Fisher Scientific Company LLC, through the Omnia purchasing cooperative contract for the Houston Health Department.

Specific Explanation:

The Director of the Houston Health Department and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$181,972.00 for the purchase of an ICP-MS spectrometer system, supplies, accessories, installation, and training services from Fisher Scientific Company LLC, through the Omnia cooperative contract for the Houston Health Department.

This one-time purchase of the new ICP-MS system will replace the existing ICP-OES instrument, which is over 20 years old and tests heavy metals in water and soil samples. Its primary use will be to test environmental lead as part of the city's lead abatement program for public health, and its more advanced technology would be able to meet the EPA's new regulatory limits that already went into effect in December 2024. This solution will store 100% of the department's data in Azure object storage while maintaining a small on-prem cache for frequently used data and application data.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or

services.

M/WBE Participation:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

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 an Interlocal/Cooperative Purchasing Agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Jedediah Greenfield
Chief Procurement Officer
Finance/Strategic Procurement Division

Estimated Spending Authority			
DEPARTMENT	FY2026	OUT YEARS	TOTAL
Houston Health Department	\$181,972.00	\$0	\$181,972.00

Prior Council Action:

Appropriation Ordinance #2024-347 approved by City Council May 22, 2024.

Amount and Source of Funding:

\$ 181,972.00 – Equipment Acquisition Consolidated Fund (1800) - **Previously appropriated by Ord. #2024-347**

Contact Information:

Name	Dept/Division	Phone No.:
Kody Allred, Senior Staff Analyst	Finance/SPD	(832) 393-8730
Yesenia Chuca, Deputy Assistant Director	Finance/SPD	(832) 393-8727
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

SR1593160858 - ICP-MS (Fisher Scientific Company LLC) - MOTION

Agenda Item#: 30.

Background:

SR1593160858 - Approve spending authority in an amount not to exceed \$181,972.00 for the purchase of an ICP-MS spectrometer system, supplies, accessories, installation, and training services from Fisher Scientific Company LLC, through the Omnia purchasing cooperative contract for the Houston Health Department.

Specific Explanation:

The Director of the Houston Health Department and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$181,972.00 for the purchase of an ICP-MS spectrometer system, supplies, accessories, installation, and training services from Fisher Scientific Company LLC, through the Omnia cooperative contract for the Houston Health Department.

This one-time purchase of the new ICP-MS system will replace the existing ICP-OES instrument, which is over 20 years old and tests heavy metals in water and soil samples. Its primary use will be to test environmental lead as part of the city's lead abatement program for public health, and its more advanced technology would be able to meet the EPA's new regulatory limits that already went into effect in December 2024. This solution will store 100% of the department's data in Azure object storage while maintaining a small on-prem cache for frequently used data and application data.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

M/WBE Participation:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

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 an Interlocal/Cooperative Purchasing Agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

DocuSigned by:

Jedediah Greenfield

Chief Procurement Officer

Stephen Williams

Department Director

DocuSigned by:

Estimated Spending Authority			
DEPARTMENT	FY2026	OUT YEARS	TOTAL
Houston Health Department	\$181,972,00	\$0	\$181.972.00

Prior Council Action:

Appropriation Ordinance #2024-347 approved by City Council May 22, 2024.

Amount and Source of Funding:

Finance/Strategic Procurement Division

\$ 181,972.00 - Equipment Acquisition Consolidated Fund (1800) - Previously appropriated by Ord. #2024-347

Contact Information:

Name	Dept/Division	Phone No.:
Kody Allred, Senior Staff Analyst	Finance/SPD	(832) 393-8730
Yesenia Chuca, Deputy Assistant Director	Finance/SPD	(832) 393-8727
Candice Gambrell, Assistant Director	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description	Туре
Certification of Funds	Financial Information
Certificate of Insurance	Backup Material
Conflict of Interest	Backup Material
Cooperative Justification Form	Backup Material
Drug Forms	Backup Material
MWBE Goal Waiver	Backup Material
Ownership Information Form	Backup Material
Quote	Backup Material
Tax Report	Backup Material
Appropriated ordinance	Backup Material



Meeting Date: 8/12/2025 ALL

Item Creation Date: 7/24/2025

SR1594719186 – Surveillance Equipment (GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group) – MOTION

Agenda Item#: 28.

Summary:

APPROVE spending authority in an amount not to exceed \$184,695.00 for Purchase of Surveillance Equipment, including Software and Support Services for the Houston Police Department, from GPS VEHICLE TRACKING SOLUTIONS LLC/dba INTEGRITY SURVEILLANCE GROUP - 5 Years - General, Grant and Other Funds

Background:

SR1594719186 – Health and Safety - Approve spending authority in an amount not to exceed \$184,695.00 for the purchase of surveillance equipment, including software and support services for a five (5) year term from GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group for the Houston Police Department.

Specific Explanation:

The Chief of the Houston Police Department (HPD) and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$184,695.00 for the purchase of surveillance equipment, including software and support services for a five (5) year term from GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group, for HPD.

This procurement includes the acquisition of surveillance equipment, along with the associated software and support services. HPD will use these devices to support investigative operations.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a)(2) of the Texas Local Government Code, which provides that "a procurement necessary to preserve or protect the public health or safety of the municipality's residents" is exempt from the competitive requirements for purchases.

MWBE Subcontracting:

M/WBE Zero Percentage goal documents approved by the Office of Business Opportunity.

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 a Health and Safety purchase order for this

purchase.

Fiscal Note:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

No Fiscal Note is required on grant items.

Jedediah Greenfield Chief Procurement Officer **Department Approval Authority**

Estimated Spending Authority

<u>Department</u>	<u>FY2026</u>	Out Years	<u>Total</u>
Houston Police Department	\$7,650.00	\$177,045.00	\$184,695.00

Amount and Source of Funding:

\$ 30,200.00 - State - Grant Funded (5010)

\$ 18,295.00 - Police Special Services (2201)

\$136,200.00 - General Fund (1000)

\$184,695.00 - Total

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308- 1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393- 9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393- 8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393- 9126

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL

Item Creation Date: 7/24/2025

SR1594719186 – Surveillance Equipment (GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group) – MOTION

Agenda Item#: 4.

Background:

SR1594719186 – Health and Safety - Approve spending authority in an amount not to exceed \$184,695.00 for the purchase of surveillance equipment, including software and support services for a five (5) year term from GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group for the Houston Police Department.

Specific Explanation:

The Chief of the Houston Police Department (HPD) and the Chief Procurement Officer recommend that City Council approve spending authority in an amount not to exceed \$184,695.00 for the purchase of surveillance equipment, including software and support services for a five (5) year term from GPS Vehicle Tracking Solutions LLC/DBA Integrity Surveillance Group, for HPD.

This procurement includes the acquisition of surveillance equipment, along with the associated software and support services. HPD will use these devices to support investigative operations.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a)(2) of the Texas Local Government Code, which provides that "a procurement necessary to preserve or protect the public health or safety of the municipality's residents" is exempt from the competitive requirements for purchases.

MWBE Subcontracting:

M/WBE Zero Percentage goal documents approved by the Office of Business Opportunity.

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 a Health and Safety purchase order for this purchase.

Fiscal Note:

For:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

No Fiscal Note is required on grant items.

DocuSigned by:

Candice Gambrell

7/24/2025

Jedediah Greenfield Chief Procurement Officer **Department Approval Authority**

Estimated Spending Authority

<u>Department</u>	FY2026	Out Years	<u>Total</u>
Houston Police Department	\$7,650.00	\$177,045.00	\$184,695.00

Amount and Source of Funding:

\$ 30,200.00 - State - Grant Funded (5010) \$ 18,295.00 - Police Special Services (2201) \$136,200.00 - General Fund (1000)

\$184,695.00 - Total

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308-1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393-9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description

Health and Safety Justification Certification of Funds MWBE Goal Waiver

Quote

Ownership Form Clered Tax Report

Conflict of Interest Questionnaire

Type

Backup Material Financial Information Backup Material Backup Material Backup Material Backup Material Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 8/1/2025

S32325.A1 - Ammunition and Accessories (TXAT LLC) - MOTION

Agenda Item#: 29.

Summary:

AMEND MOTION NO. 2023-31, 1/11/23, TO INCREASE spending authority for Purchase of Ammunition and Accessories for the Houston Police Department, awarded to **TXAT LLC** - \$192,778.00 - General Fund

Background:

S32325.A1-Amend Council Motion No. 2023-0031, passed on January 11, 2023, to increase the spending authority to \$963,890.00 for the purchase of ammunition and accessories from TXAT LLC for the Houston Police Department.

Specific Explanation:

The Chief of the Houston Police Department and the Chief Procurement Officer recommend that City Council amend Council Motion No. 2023-0031, passed on January 11, 2023, to increase the spending authority to \$963,890.00 for the purchase of ammunition and accessories from TXAT LLC for the Houston Police Department (HPD).

This award was approved by City Council on January 11, 2023, by Motion No. 2023-0031, for a sixteen-month period with two one-year renewal options to TXAT LLC in an amount not to exceed \$771,112.00. Expenditures as of July 8, 2025, totaled \$727,236.00. All other terms and conditions shall remain as previously approved by City Council.

This award consists of various types of ammunition and accessories to be used by HPD for self-protection, as well as for the training and qualification of police officers and cadets. The additional spending authority will enable HPD to continue purchasing ammunition and accessories through the end of the current term, which expires on May 17, 2026.

MWBE Participation:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield	
Chief Procurement Officer	

Department Approval Authority

Estimated Spending Authority:

Department	FY26	Out-Years	Total Amount
Houston Police Department	\$192,778.00	\$0.00	\$192,778.00

Prior Council Action:

Motion No. 2023-0031, approved January 11, 2023

Amount and Source of Funding:

\$192,778.00 - General Fund (1000)

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308- 1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393- 9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393- 8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393- 9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 8/1/2025

S32325.A1 - Ammunition and Accessories (TXAT LLC) - MOTION

Agenda Item#: 26.

Background:

S32325.A1-Amend Council Motion No. 2023-0031, passed on January 11, 2023, to increase the spending authority to \$963,890.00 for the purchase of ammunition and accessories from TXAT LLC for the Houston Police Department.

Specific Explanation:

The Chief of the Houston Police Department and the Chief Procurement Officer recommend that City Council amend Council Motion No. 2023-0031, passed on January 11, 2023, to increase the spending authority to \$963,890.00 for the purchase of ammunition and accessories from TXAT LLC for the Houston Police Department (HPD).

This award was approved by City Council on January 11, 2023, by Motion No. 2023-0031, for a sixteen-month period with two one-year renewal options to TXAT LLC in an amount not to exceed \$771,112.00. Expenditures as of July 8, 2025, totaled \$727,236.00. All other terms and conditions shall remain as previously approved by City Council.

This award consists of various types of ammunition and accessories to be used by HPD for self-protection, as well as for the training and qualification of police officers and cadets. The additional spending authority will enable HPD to continue purchasing ammunition and accessories through the end of the current term, which expires on May 17, 2026.

MWBE Participation:

M/WBE Zero Percentage Goal document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield

Chief Procurement Officer

Department Approval Authority

Estimated Spending Authority:

Department	FY26	Out-Years	Total Amount
Houston Police Department	\$192,778.00	\$0.00	\$192,778.00

Prior Council Action:

Motion No. 2023-0031, approved January 11, 2023

Amount and Source of Funding:

\$192,778.00 - General Fund (1000)

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308-1728
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393-9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

DescriptionOwnership Information Form

Certification of Funds
Motion 2023-0031
MWBE Goal Waiver

Type

Backup Material
Financial Information
Backup Material
Backup Material

Cleared Tax Report

Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

E32989.A2 - Maintenance and Repair of Belt Filter Presses (Alfa Laval, Inc.) - MOTION

Agenda Item#: 30.

Summary:

AMEND MOTION NO. 2023-691, 10/18/23, TO INCREASE spending authority for Emergency Purchase of Maintenance and Repair of Belt Filter Presses for Houston Public Works, awarded to **ALFA LAVAL, INC** - \$500,000.00 - Enterprise Fund

Background:

Emergency Purchase Order - E32989.A2 – Amend Council Motion No. 2023-0691, passed on October 18, 2023, to increase the spending authority to \$1,440,000.00 to Alfa Laval, Inc., for the maintenance and repair of belt filter presses for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that City Council amend **Council Motion No. 2023-0691**, passed on October 18, 2023, to increase the spending authority to \$1,440,000.00 to **Alfa Laval, Inc.**, for maintenance and repair of belt filter presses for Houston Public Works (HPW).

The Chief Procurement Officer issued an emergency purchase order (EPO) to Alfa Laval on July 27, 2023. This EPO was approved by City Council on October 18, 2023, by Motion No. 2023-0691 in the amount not to exceed \$640,000.00. On September 6, 2024, the Chief Procurement Officer amended the original EPO to increase the spending authority to \$940,000.00; approved by City Council on March 26, 2025, by Motion No. 2025-0201. On May 16, 2025, the Chief Procurement Officer amended the original EPO to increase the spending authority to \$1,440,000.00 to allow for emergency repairs to continue while the new contract is being finalized.

The additional funds are required for the continuation of the maintenance and repair to the belt filter presses. These presses are used to remove water from liquid wastewater residuals and produce a non-liquid material referred to as "cake." Dewatering wastewater solids reduces the volume of residuals, improve operation, and reduces costs for subsequent storage, processing, transfer, end use, or disposal among other benefits. It is essential to maintain compliance with the Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency's (EPA) Water quality mandates necessary to preserve and protect the public's health and safety.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) of the Texas Local Government Code for exempted procurements, "which provides a procurement necessary

to preserve or protect the public health or safety of the municipality's residents."

Secretary of State Filing Date:	City Registration Date:
June 2, 2000	June 23, 2006

MWBE Participation:

This procurement is exempt from the MWBE subcontracting participation goal because the department is utilizing an emergency purchase order for this purchase.

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 an emergency purchase order for this purchase.

Fiscal Note:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Officer Randall V. Macchi, Director

Finance/Strategic Procurement Division

Randall V. Macchi, Director Houston Public Works

Estimated Spending /	Authority:		
Department	FY2026	Out Years	Total
Houston Public Works	\$500,000.00	\$0.00	\$500,000.00

Prior Council Action:

Council Motion No. 2023-0691, passed on October 18, 2023 Council Motion No. 2025-0201, passed on March 26, 2025

Amount and Source of Funding:

\$500,000.00

Water & Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager
Brian Blum, Assistant Director
Candice Gambrell, Assistant Director
Jedediah Greenfield, Chief Procurement Officer
HPW/SPD (832) 395-2833
HPW/PFW (832) 395-2717
Finance/SPD (832) 393-9129
Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

E32989.A2 - Maintenance and Repair of Belt Filter Presses (Alfa Laval, Inc.) - MOTION

Agenda Item#: 27.

Background:

Emergency Purchase Order - E32989.A2 – Amend Council Motion No. 2023-0691, passed on October 18, 2023, to increase the spending authority to \$1,440,000.00 to Alfa Laval, Inc., for the maintenance and repair of belt filter presses for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that City Council amend **Council Motion No. 2023-0691**, passed on October 18, 2023, to increase the spending authority to \$1,440,000.00 to **Alfa Laval, Inc.**, for maintenance and repair of belt filter presses for Houston Public Works (HPW).

The Chief Procurement Officer issued an emergency purchase order (EPO) to Alfa Laval on July 27, 2023. This EPO was approved by City Council on October 18, 2023, by Motion No. 2023-0691 in the amount not to exceed \$640,000.00. On September 6, 2024, the Chief Procurement Officer amended the original EPO to increase the spending authority to \$940,000.00; approved by City Council on March 26, 2025, by Motion No. 2025-0201. On May 16, 2025, the Chief Procurement Officer amended the original EPO to increase the spending authority to \$1,440,000.00 to allow for emergency repairs to continue while the new contract is being finalized.

The additional funds are required for the continuation of the maintenance and repair to the belt filter presses. These presses are used to remove water from liquid wastewater residuals and produce a non-liquid material referred to as "cake." Dewatering wastewater solids reduces the volume of residuals, improve operation, and reduces costs for subsequent storage, processing, transfer, end use, or disposal among other benefits. It is essential to maintain compliance with the Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency's (EPA) Water quality mandates necessary to preserve and protect the public's health and safety.

This recommendation is made pursuant to Chapter 252, Section 252.022 (a) (2) of the Texas Local Government Code for exempted procurements, "which provides a procurement necessary to preserve or protect the public health or safety of the municipality's residents."

Secretary of State Filing Date:	City Registration Date:
June 2, 2000	June 23, 2006

MWBE Participation:

This procurement is exempt from the MWBE subcontracting participation goal because the department is utilizing an emergency purchase order for this purchase.

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 an emergency purchase order for this purchase.

Fiscal Note:

Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

DocuSigned by:

Randall V. Macchi, Director Houston Public Works 33

Estimated Spending Authority:					
Department	FY2026	Out Years	Total		
Houston Public Works	\$500,000.00		\$500,000.00		

Prior Council Action:

Council Motion No. 2023-0691, passed on October 18, 2023 Council Motion No. 2025-0201, passed on March 26, 2025

Amount and Source of Funding:

\$500,000.00

Water & Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager

Brian Blum, Assistant Director

Candice Gambrell, Assistant Director

Jedediah Greenfield, Chief Procurement Officer

HPW/SPD

(832) 395-2833

HPW/FFW

(832) 395-2717

Finance/SPD

(832) 393-9129

Finance/SPD

(832) 393-9129

Finance/SPD

(832) 393-9126

ATTACHMENTS:

Description	Туре
Approved EPO Justification	Backup Material
Original RCA	Backup Material
CM 2023-0691	Backup Material
E32989.A1 RCA Coversheet	Backup Material
CM 2025-0201	Backup Material
Ownership Information Form	Backup Material
Tax Report	Backup Material
Conflict of Interest Form	Backup Material
Invoices	Backup Material
Certification of Funds	Financial Information



Meeting Date: 8/12/2025 ALL

Item Creation Date: 7/24/2025

S31219.A2 - Level Measurement Devices (VEGA Americas, Inc.) - MOTION

Agenda Item#: 31.

Summary:

AMEND MOTION NO. 2022-267, 5/25/22, TO INCREASE spending authority for Purchase of Level Measurement Devices for Houston Public Works, awarded to **VEGA AMERICAS, INC** - \$600,000.00 - Enterprise Fund

Background:

P23-S31219.A2 – Amend Council Motion 2022-0267, passed on May 25, 2022, to increase the spending authority to \$1,004,812.50 for the purchase of level measurement devices awarded to VEGA Americas, Inc., for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that City Council amend Council Motion 2022-0267, passed on May 25, 2022, to increase the spending authority to \$1,004,812.50 for the purchase of level measurement devices awarded to **VEGA Americas**, Inc., for Houston Public Works (HPW).

This award began May 25, 2022, for a 36-month term with two (2) one-year options to renew, in the amount not to exceed \$323,850.00. An amending motion was approved by Council Motion No. 2024-0396 on May 22, 2024, to increase spending authority to \$404,812.50. Expenditures to date total \$392,366.54.

This award is for the purchase of radar sensor level measurement devices for use at various wastewater treatment plants and lift stations. Measuring devices are crucial in preventing waste material spills and providing overfill protection by measuring the liquid levels in various storage containers and tanks.

The original award amount was \$323,850.00 and allowed HPW to install 220 level measurement devices at various lift and pump stations with a liquid detection measurement range of up to 49 feet in depth. With the first amending motion, HPW was able to install devices exceeding 70 feet in depth at 26 lift stations. The additional spending authority will allow HPW to expand the monitoring program to 34 additional lift stations and install devices at the East Water Purification Plant to improve overflow monitoring capabilities.

MWBE Participation:

This project was awarded with a 0% M/WBE participation goal.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Randall V. Macchi, Director Houston Public Works

Estimated Spending Authority

Department	FY2026	Out Years	Total
Houston Public Works	\$150,000.00	\$450,000.00	\$600,000.00

Prior Council Action:

Council Motion No. 2022-0267 – Approved by City Council on May 25, 2022. Council Motion No. 2024-0396 - Approved by City Council on May 22, 2024

Amount and Source of Funding:

\$600,000.00

Water & Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager Brian Blum, Assistant Director Candice M. Gambrell, JD, Assistant Director Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 395-2833 HPW/PFW (832) 395-2717 Finance/SPD (832) 393-9127 Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/24/2025

S31219.A2 - Level Measurement Devices (VEGA Americas, Inc.) - MOTION

Agenda Item#: 19.

Background:

P23-S31219.A2 – Amend Council Motion 2022-0267, passed on May 25, 2022, to increase the spending authority to \$1,004,812.50 for the purchase of level measurement devices awarded to VEGA Americas, Inc., for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that City Council amend Council Motion 2022-0267, passed on May 25, 2022, to increase the spending authority to \$1,004,812.50 for the purchase of level measurement devices awarded to **VEGAAmericas**, Inc., for Houston Public Works (HPW).

This award began May 25, 2022, for a 36-month term with two (2) one-year options to renew, in the amount not to exceed \$323,850.00. An amending motion was approved by Council Motion No. 2024-0396 on May 22, 2024, to increase spending authority to \$404,812.50. Expenditures to date total \$392,366.54.

This award is for the purchase of radar sensor level measurement devices for use at various wastewater treatment plants and lift stations. Measuring devices are crucial in preventing waste material spills and providing overfill protection by measuring the liquid levels in various storage containers and tanks.

The original award amount was \$323,850.00 and allowed HPW to install 220 level measurement devices at various lift and pump stations with a liquid detection measurement range of up to 49 feet in depth. With the first amending motion, HPW was able to install devices exceeding 70 feet in depth at 26 lift stations. The additional spending authority will allow HPW to expand the monitoring program to 34 additional lift stations and install devices at the East Water Purification Plant to improve overflow monitoring capabilities.

MWBE Participation:

This project was awarded with a 0% M/WBE participation goal.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

DocuSigned by:

cola de la

Randall V. Macchi, Director Houston Public Works

— DocuSigned by:

Estimated Spending Authority

Department	FY2026	Out Years	Total
Houston Public Works	\$150,000.00	\$450,000.00	\$600,000.00

Prior Council Action:

Council Motion No. 2022-0267 – Approved by City Council on May 25, 2022. Council Motion No. 2024-0396 - Approved by City Council on May 22, 2024

Amount and Source of Funding:

\$600,000.00

Water & Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager Brian Blum, Assistant Director Candice M. Gambrell, JD, Assistant Director Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 395-2833 HPW/PFW (832) 395-2717 Finance/SPD (832) 393-9127 Finance/SPD (832) 393-9126

ATTACHMENTS:

Description
Original RCA
CM 2022-0267
S31219.A1 - RCA
CM 2024-0396
MWBE Goal Waiver

Health and Safety Justification Ownership Information Form

Tax Report

Conflict of Interest Form Certification of Funds Signed Coversheet Funding Verification

Type

Backup Material
Financial Information
Signed Cover sheet
Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/29/2025

N31203.A2 - Submersible Trash Pumps (Xylem Dewatering Solutions, Inc.) - MOTION

Agenda Item#: 32.

Summary:

AMEND MOTION NO. 2022-275, 6/1/22, TO INCREASE spending authority for Purchase of Submersible Trash Pumps from the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for Houston Public Works, awarded to **XYLEM DEWATERING SOLUTIONS, INC** - \$192,787.56 - Enterprise Fund

Background:

N31203.A2 – Amend Council Motion 2022-0275, passed June 1, 2022, to increase the spending authority to \$674,756.46 for the purchase of submersible trash pumps from Xylem Dewatering Solutions, Inc., from the Houston-Galveston Area Council (HGAC) cooperative purchasing program for Houston Public Works.

Specific Explanation:

The Chief Procurement Officer and the Director of Houston Public Works (HPW) recommend that City Council Amend Council Motion 2022-0275, passed June 1, 2022, to increase the spending authority to \$674,756.46 for the purchase of submersible trash pumps from Xylem Dewatering Solutions, Inc., from the Houston-Galveston Area Council (HGAC) cooperative purchasing program for Houston Public Works.

This award was approved by Council Motion No. 2022-0275 on June 1, 2022, with an approved spending authority of \$344,263.50 for the purchase of 2-inch submersible trash pumps. It was amended by Council Motion No. 2024-0465 on June 12, 2024, to increase the spending authority to \$481,968.90.

Houston Public Works has purchased a total of 734 submersible trash pumps. The estimated life span of each pump is 1 to 2 years, because they operate in extremely corrosive and abrasive environments, causing the impellers, casing, and other critical components to erode, resulting in the need to replace them regularly. It is not economically feasible to repair the trash pumps. The additional funds will allow HPW to purchase an additional 180 pumps.

The new pumps will come with a one-year warranty. The existing pumps will be dismantled, and all salvageable components will be inventoried to repair comparable pumps. The non-working parts will be transferred to the Property Management Office for disposal. The vendor shall have 120 calendar days to deliver after receipt of the purchase order.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services."

MWBE Participation:

Zero percentage goal-document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Randall V. Macchi, Director Houston Public Works

Estimated Spending Authority

Department	FY2026	Out Years Total	
Houston Public Works	\$192,787.56	\$0.00	\$192,787.56

Prior Council Action:

Council Motion No. 2022-0275, Approved by City Council on June 1, 2022 Council Motion No. 2024-0465, Approved by City Council on June 12, 2024

Amount and Source of Funding:

\$192,787.56

Water and Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager

Brian Blum, Assistant Director

Candice M. Gambrell, JD, Assistant Director

Jedediah Greenfield, Chief Procurement Officer

Finance/SPD (832) 395-2833

HPW/PFW (832) 395-2717

Finance/SPD (832) 393-9127

Finance/SPD (832) 393-9127

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date: 7/29/2025

N31203.A2 - Submersible Trash Pumps (Xylem Dewatering Solutions, Inc.) - MOTION

Agenda Item#:

Background:

N31203.A2 – Amend Council Motion 2022-0275, passed June 1, 2022, to increase the spending authority to \$674,756.46 for the purchase of submersible trash pumps from Xylem Dewatering Solutions, Inc., from the Houston-Galveston Area Council (HGAC) cooperative purchasing program for Houston Public Works.

Specific Explanation:

The Chief Procurement Officer and the Director of Houston Public Works (HPW) recommend that City Council Amend **Council Motion 2022-0275**, passed June 1, 2022, to increase the spending authority to \$674,756.46 for the purchase of submersible trash pumps from **Xylem Dewatering Solutions**, **Inc.**, from the Houston-Galveston Area Council (HGAC) cooperative purchasing program for Houston Public Works.

This award was approved by Council Motion No. 2022-0275 on June 1, 2022, with an approved spending authority of \$344,263.50 for the purchase of 2-inch submersible trash pumps. It was amended by Council Motion No. 2024-0465 on June 12, 2024, to increase the spending authority to \$481,968.90.

Houston Public Works has purchased a total of 734 submersible trash pumps. The estimated life span of each pump is 1 to 2 years, because they operate in extremely corrosive and abrasive environments, causing the impellers, casing, and other critical components to erode, resulting in the need to replace them regularly. It is not economically feasible to repair the trash pumps. The additional funds will allow HPW to purchase an additional 180 pumps.

The new pumps will come with a one-year warranty. The existing pumps will be dismantled, and all salvageable components will be inventoried to repair comparable pumps. The non-working parts will be transferred to the Property Management Office for disposal. The vendor shall have 120 calendar days to deliver after receipt of the purchase order.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services."

MWBE Participation:

Zero percentage goal-document approved by the Office of Business Opportunity.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

DocuSigned by:

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

DocuSigned by:

Randall V. Macchi, Director Houston Public Works 33

Estimated Spending Authority

Department	FY2026	Out Years	Total
Houston Public Works	\$192,787.56	\$0.00	\$192,787.56

Prior Council Action:

Council Motion No. 2022-0275, Approved by City Council on June 1, 2022 Council Motion No. 2024-0465, Approved by City Council on June 12, 2024

Amount and Source of Funding:

\$192,787.56

Water and Sewer System Operating Fund

Fund No.: 8300

Contact Information:

Erika Lawton, Division Manager

Brian Blum, Assistant Director

Candice M. Gambrell, JD, Assistant Director

Jedediah Greenfield, Chief Procurement Officer

Finance
Finance
Finance
Finance
Finance
Finance
Finance
Finance

ATTACHMENTS:

Description

Original RCA CM 2022-0275 N31203.A1 - RCA CM 2024-0465

Ownership Information Form

Tax Report

Conflict of Interest Form Certification of Funds

Finance/SPD (832) 395-2833 HPW/PFW (832) 395-2717 Finance/SPD (832) 393-9127 Finance/SPD (832) 393-9126

Type

Backup Material
Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 5/30/2025

HCD25-64 SEARCH Homeless Services, First Amendment

Agenda Item#: 33.

Summary:

ORDINANCE approving and authorizing first amendment to Subrecipient Agreement between City of Houston and **SEARCH HOMELESS SERVICES** to provide additional Emergency Solutions Grants Funds and Community Development Block Grant Funds for continued operation of Rapid Unsheltered Survivor Housing Program to provide Rapid Rehousing Case Management Services and Rental Assistance to households experiencing homelessness in Houston - 1 Year - \$247,861.72 - Grant Fund

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a First Amendment to the Subrecipient Agreement between the City of Houston (City) and SEARCH Homeless Services (SEARCH) to provide an additional \$247,861.72 in Emergency Solutions Grant – Rapid Unsheltered Survivor Housing, Second Allocation (ESG-RUSH-2), Emergency Solutions Grant (ESG), and Community Development Block Grant (CDBG) funds for the continued operation of a rapid re-housing case management and rental assistance program for an additional to eight (8) households. Through this program, a total of forty-eight (48) households will be served.

ESG-RUSH-2 funding is a special ESG grant administered by the U.S. Department of Housing and Urban Development (HUD) for areas that are identified as eligible for Federal Emergency Management Agency (FEMA) Individual Assistance when a "major disaster" is declared under the Stafford Act to address the needs of individuals and families who are experiencing homelessness or are at-risk of homelessness in a declared disaster area and have needs unmet by existing federal disaster relief programs. HUD awarded the City ESG-RUSH-2 funding in response to FEMA DR-4781-TX Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding and FEMA DR-4798-TX Texas Hurricane Beryl.

SEARCH will quickly move people impacted by the recent disasters who are experiencing homelessness in the Downtown Houston area into permanent housing by providing rental assistance and housing-stability case management services.

CATEGORY	CDBG	ESG	ESG-RUSH-	TOTAL	PERCENT
			2		
Program	\$0.00	\$34,005.57	\$178,856.15	\$212,861.72	85.88%

Total	. ,		\$178,856.15	+ ,	100.00%
Administration	\$35,000.00	\$0.00	\$0.00	\$35,000,00	14.12%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). SEARCH Homeless Services was one of the agencies that responded and was selected from the applicants that proposed rapid re-housing activities.

The initial agreement period from April 23, 2025 - April 30, 2026, will not change. There were no findings or concerns in the most recent compliance monitoring. SEARCH Homeless Services has received funding from the City of Houston since 1996.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committees meeting on June 16, 2025.

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No fiscal note is required for grant items.

Michael C. Nichols, Director

Prior Council Action:

4/16/2025 (O) 2025-302

Amount and Source of Funding:

\$247,861.72 Federal Government – Grant Fund – (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Cover Sheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 5/30/2025

HCD25-64 SEARCH Homeless Services, First Amendment

Agenda Item#: 17.

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a First Amendment to the Subrecipient Agreement between the City of Houston (City) and SEARCH Homeless Services (SEARCH) to provide an additional \$247,861.72 in Emergency Solutions Grant – Rapid Unsheltered Survivor Housing, Second Allocation (ESG-RUSH-2), Emergency Solutions Grant (ESG), and Community Development Block Grant (CDBG) funds for the continued operation of a rapid re-housing case management and rental assistance program for an additional to eight (8) households. Through this program, a total of forty-eight (48) households will be served.

ESG-RUSH-2 funding is a special ESG grant administered by the U.S. Department of Housing and Urban Development (HUD) for areas that are identified as eligible for Federal Emergency Management Agency (FEMA) Individual Assistance when a "major disaster" is declared under the Stafford Act to address the needs of individuals and families who are experiencing homelessness or are at-risk of homelessness in a declared disaster area and have needs unmet by existing federal disaster relief programs. HUD awarded the City ESG-RUSH-2 funding in response to FEMA DR-4781-TX Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding and FEMA DR-4798-TX Texas Hurricane Beryl.

SEARCH will quickly move people impacted by the recent disasters who are experiencing homelessness in the Downtown Houston area into permanent housing by providing rental assistance and housing-stability case management services.

CATEGORY	CDBG	ESG	ESG-RUSH-2	TOTAL	PERCENT
Program	\$0.00	\$34,005.57	\$178,856.15	\$212,861.72	85.88%
Administration	\$35,000.00	\$0.00	\$0.00	\$35,000.00	14.12%
Total	\$35,000.00	\$34,005.57	\$178,856.15	\$247,861.72	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). SEARCH Homeless Services was one of the agencies that responded and was selected from the applicants that proposed rapid re-housing activities.

The initial agreement period from April 23, 2025 - April 30, 2026, will not change. There were no findings or concerns in the most recent compliance monitoring. SEARCH Homeless Services has received funding from the City of Houston since 1996.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committees meeting on June 16, 2025.

Fiscal Note:

No fiscal note is required for grant items.

Michael Michols

Michaels 61.9 Michaels Director

Prior Council Action:

4/16/2025 (O) 2025-302

Amount and Source of Funding:

\$247,861.72 Federal Government – Grant Fund – (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description

Delinquent Tax Report Affidavit of Ownership Ordinance 2025-302 Type

Backup Material Backup Material Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 6/3/2025

HCD25-65 Family Endeavors OPH Agreement

Agenda Item#: 34.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **FAMILY ENDEAVORS**, **INC** in HOME Investment Partnerships Program – American Rescue Plan and End Street Homelessness Funds for program that will serve approximately 150 households

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Subrecipient Agreement between the City of Houston (City) and Family Endeavors, Inc. (Endeavors), providing up to \$7,495,014.05 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) and End Street Homelessness Funds for a program that will serve approximately 150 households. Services will include housing stability case management, housing navigation, other supportive services, utility deposits, and rental assistance payments for households placed in permanent housing units.

Endeavors' Other Permanent Housing (OPH) initiative will serve individuals who are currently living unsheltered and may have significant mental health, physical health, and substance-use related issues that affect their ability to remain stably housed. Referrals for households assisted by this program will come through The Way Home's Coordinated Entry System. Case managers will meet weekly with households, assist with finding housing units, moving each into housing, connecting households to available benefits and developing a housing stability plan to maintain housing once the program assistance ends.

CATEGORY	END STREET HOMELESSNESS FUNDS	HOME-ARP	TOTAL	PERCENT
Program	\$1,124,000.38	\$5,621,211.16	\$6,745,211.54	90.00%
Administration	\$749,802.51	\$0.00	\$749,802.51	10.00%
Total	\$1,873,802.89	\$5,621,211.16	\$7,495,014.05	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). Endeavors was one of the agencies that responded and was selected from the pool of applicants that proposed other permanent housing activities.

The initial Agreement period is from Date of Countersignature to July 31, 2027. Endeavors was previously awarded funding from the City of Houston in 2020. There were no findings or concerns in the most recent compliance monitoring review for other funded projects.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

No Fiscal Note is required on grant items.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committee on June 16, 2025.

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Michael Nichols, Director

Prior Council Action:

Amount and Source of Funding:

\$5,621,211.16 Federal Government – Grant Fund – (5000) \$1,873,802.89 End Street Homelessness Fund (2012)

Contact Information:

Roxanne Lawson, (832) 394-6307

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 6/3/2025

HCD25-65 Family Endeavors OPH Agreement

Agenda Item#: 12.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **FAMILY ENDEAVORS, INC** in HOME Investment Partnerships Program – American Rescue Plan and End Street Homelessness Funds for program that will serve approximately 150 households

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Subrecipient Agreement between the City of Houston (City) and Family Endeavors, Inc. (Endeavors), providing up to \$7,495,014.05 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) and End Street Homelessness Funds for a program that will serve approximately 150 households. Services will include housing stability case management, housing navigation, other supportive services, utility deposits, and rental assistance payments for households placed in permanent housing units.

Endeavors' Other Permanent Housing (OPH) initiative will serve individuals who are currently living unsheltered and may have significant mental health, physical health, and substance-use related issues that affect their ability to remain stably housed. Referrals for households assisted by this program will come through The Way Home's Coordinated Entry System. Case managers will meet weekly with households, assist with finding housing units, moving each into housing, connecting households to available benefits and developing a housing stability plan to maintain housing once the program assistance ends.

CATEGORY	END STREET HOMELESSNESS FUNDS	HOME-ARP	TOTAL	PERCENT
Program	\$1,124,000.38	\$5,621,211.16	\$6,745,211.54	90.00%
Administration	\$749,802.51	\$0.00	\$749,802.51	10.00%
Total	\$1,873,802.89	\$5,621,211.16	\$7,495,014.05	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). Endeavors was one of the agencies that responded and was selected from the pool of applicants that proposed other permanent housing activities.

The initial Agreement period is from Date of Countersignature to July 31, 2027. Endeavors was previously awarded funding from the City of Houston in 2020. There were no findings or concerns in the most recent compliance monitoring review for other funded projects.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

No Fiscal Note is required on grant items.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committee on June 16, 2025.

Michael Mchol Michael Nichols, Director

Prior Council Action:

Amount and Source of Funding:

\$5,621,211.16 Federal Government – Grant Fund – (5000) \$1,873,802.89 End Street Homelessness Fund (2012)

Contact Information:

Roxanne Lawson, (832) 394-6307

ATTACHMENTS:

Description

Ownership Form Public Notice 1 Public Notice 2 Fact Sheet DTR PNFDF SAP

Verification of Grant Funding-BA Funding Verification HCD Signed Ordinance CAPTION

Subrecipient Agreement

Type

Backup Material
Public Notice
Public Notice
Backup Material
Backup Material
Backup Material
Financial Information
Backup Material
Financial Information
Ordinance/Resolution/Motion

Other

Contract/Exhibit



Meeting Date: 8/12/2025 ALL Item Creation Date: 6/3/2025

HCD25-67 The Harris Center - Independent Living Agreement

Agenda Item#: 35.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and HARRIS CENTER FOR MENTAL HEALTH & IDD to provide End Street Homelessness Funds for program serving 120 individuals annually

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Subrecipient Agreement between the City of Houston (City) and The Harris Center for Mental Health & IDD (The Harris Center), providing up to \$2,647,392.77 in End Street Homelessness Funds for a program that will serve approximately 120 individuals annually. Services will include psychiatric care, individualized treatment plans, and access to treatment beds in a safe environment for homeless individuals transitioning from an inpatient hospital setting to a community-based setting.

The Harris Center's Independent Living Main Street Expansion will operate 32 beds under an intense rehabilitative program designed to step-down/transition individuals who were unhoused prior to, and are psychiatrically fragile, following an inpatient psychiatric hospital setting to a more appropriate community-based setting. Individuals receive comprehensive care focusing on psychosocial principles to teach emotional, cognitive, and social skills to support community living and independence. The program targets adults, with particular emphasis on those who are discharged from emergency or inpatient psychiatric facilities, and those released by local hospitals with a 24/7 program where participants can receive services for up to 180 days.

CATEGORY	END STREET HOMELESSNESS FUNDS	TOTAL	PERCENT
Program	\$2,406,720.70	\$2,406,720.70	90.00%
Administration	\$240,672.07	\$240,672.07	10.00%
Total	\$2,647,392.77	\$2,647,392.77	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). The Harris Center was one of the agencies that responded and was selected from the applicants that proposed a shelter expansion activity.

The initial agreement period is from the Date of Countersignature, to July 31, 2026. The Harris Center has received funding from the City of Houston since 2008. There were no findings or concerns in the most recent compliance monitoring for other funded projects.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committee on June 16, 2025.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Michael Nichols, Director

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Prior Council Action:

Amount and Source of Funding:

\$2,647,392.77 End Street Homelessness Fund (2012)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 6/3/2025

HCD25-67 The Harris Center - Independent Living Agreement

Agenda Item#: 14.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and HARRIS CENTER FOR MENTAL HEALTH & IDD to provide End Street Homelessness Funds for program serving 120 individuals annually

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Subrecipient Agreement between the City of Houston (City) and The Harris Center for Mental Health & IDD (The Harris Center), providing up to \$2,647,392.77 in End Street Homelessness Funds for a program that will serve approximately 120 individuals annually. Services will include psychiatric care, individualized treatment plans, and access to treatment beds in a safe environment for homeless individuals transitioning from an inpatient hospital setting to a community-based setting.

The Harris Center's Independent Living Main Street Expansion will operate 32 beds under an intense rehabilitative program designed to step-down/transition individuals who were unhoused prior to, and are psychiatrically fragile, following an inpatient psychiatric hospital setting to a more appropriate community-based setting. Individuals receive comprehensive care focusing on psychosocial principles to teach emotional, cognitive, and social skills to support community living and independence. The program targets adults, with particular emphasis on those who are discharged from emergency or inpatient psychiatric facilities, and those released by local hospitals with a 24/7 program where participants can receive services for up to 180 days.

CATEGORY	END STREET HOMELESSNESS FUNDS	TOTAL	PERCENT
Program	\$2,406,720.70	\$2,406,720.70	90.00%
Administration	\$240,672.07	\$240,672.07	10.00%
Total	\$2,647,392.77	\$2,647,392.77	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). The Harris Center was one of the agencies that responded and was selected from the applicants that proposed a shelter expansion activity.

The initial agreement period is from the Date of Countersignature, to July 31, 2026. The Harris Center has received funding from the City of Houston since 2008. There were no findings or concerns in the most recent compliance monitoring for other funded projects.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committee on June 16, 2025.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

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Prior Council Action:

Amount and Source of Funding:

\$2,647,392.77 End Street Homelessness Fund (2012)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description

Type

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Public Notice
Ownership Form

DTR Fact Sheet PNFDF SAP

Funding Verification HCD Signed Ordinance Subrecipient Agreement

CAPTION

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Public Notice
Backup Material
Backup Material
Backup Material
Backup Material
Financial Information
Financial Information

Ordinance/Resolution/Motion

Contract/Exhibit

Other



Meeting Date: 8/12/2025 District H Item Creation Date: 6/3/2025

HCD25-68 Houston Recovery Center - Subrecipient Agreement

Agenda Item#: 36.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **HOUSTON RECOVERY CENTER LGC**, to provide Initiative to End Street Homelessness Funds for program providing individuals experiencing homelessness with Emergency Shelter and Medical, Substance Use Disorder, Mental Health, and Other Services - Through July 31, 2026 - \$930,897.46 - End Street Homelessness Fund - **DISTRICT H - CASTILLO**

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Subrecipient Agreement between the City of Houston (City) and the Houston Recovery Center, providing up to \$930,897.46 in End Street Homelessness funds for a program that will serve approximately 525 individuals annually. Services will include 24/7 operations of 30-beds for homeless individuals at their current facility with a targeted stay of 15-days or less. Other supportive services include those to address substance-use and/or mental health needs, immediate medical concerns, peer support specialists and case management.

The Houston Recovery Center's program is in partnership with The Way Home and will utilize the Coordinated Entry System for housing assessments and placements. On-site staff will be available for 24/7 admissions to the facility. Operations include but are not limited to Recovery Support Specialists, Peer Support Specialists, supervisory staff, food, supplies, and security. Individuals requiring longer-term substance-use treatment can be enrolled in off-site recovery services for 30 to 60 days or transferred to another system provider.

CATEGORY	END STREET HOMELESSNESS FUNDS	TOTAL	PERCENT
Program	\$837,846.51	\$837,846.51	90.00%
Administration	\$93,050.95	\$93,050.95	10.00%
Total	\$930,897.46	\$930,897.46	100.00%

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City invited organizations to submit proposals under a Request for Expression of Interest (REI). The Houston Recovery Center was one of the agencies that responded and was selected from the applicants that proposed a shelter expansion activity.

The initial agreement period is from August 1, 2025, to July 31, 2026. The Houston Recovery Center has received funding from the City of Houston since its opening in 2013 through other City departments.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

This item was reviewed by the joint Quality of Life/Housing and Affordability Committees on June 16, 2025.

Michael Nichele Director

Michael Nichols, Director

Amount and Source of Funding:

\$930,897.46 End Street Homelessness Fund (2012)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 District D Item Creation Date: 7/24/2025

HCD25-89 Adaptive Reuse of Historic Wesley Chapel

Agenda Item#: 37.

Summary:

ORDINANCE approving and authorizing submission of required application materials to the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT for Community Project Funding/Congressionally Directed Spending Award and the execution of the associated Grant Agreement between HUD and the City of Houston and related Forms and Documents by the Mayor, or the Mayor's designee - DISTRICT D - EVANS-SHABAZZ

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing the submission of required application materials to the U.S. Department of Housing and Urban Development (HUD) for a Community Project Funding/Congressionally Directed Spending award (CPF) for \$4,116,279.00, under the HUD Economic Development Initiative; and the execution of associated grant agreements between HUD and the City of Houston and related forms and documents by the Mayor, or the Mayor's designee.

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the Act), the U.S. Congress made CPF awards available, and projects were identified in the annual appropriations legislation. The Housing and Community Development Department will manage the FY24 CPF grant award allocated to the city for the following project, as specified in the bill.

Adaptive Reuse of Historic Wesley Chapel for Economic Revitalization of Third Ward: \$4,116,279.00

Wesley Chapel A.M.E. Church, a historic church, is located at 2209 Emancipation Avenue, Houston, TX 77003. This project will fund the renovation of this historic church that includes infrastructure and energy efficiency improvements and interior modifications to provide a flexible performance and community meeting place, while preserving its historic exterior structure and character.

Adaptive Reuse of Historic Wesley Chapel						
	Community	Non-CPF	Total Project Cost			
	Project Funding	Funding	Total Project Cost			
Administration (HCDD)	\$500,000.00	\$0.00	\$500,000.00			
Acquisition (previously funded)	\$0.00	\$3,800,000.00	\$3,800,000.00			
Construction, Renovation, Rehabilitation	\$3,616,279.00	\$6,501,561.00	\$10,117,840.00			

On 9/8/2021 by Ordinance 2021-0755, the City acquired the property for \$3.8M in Homeless and Housing Bond Funds, no additional City funding sources are included in the Non-CPF Funding column. The \$6,501,561.00 in Non-CPF Construction, Renovation, and Rehabilitation funds is to be provided by the Gospel Music Haus and Museum Capital Campaign, which is private funding. The date HUD signs the grant agreement will be the start date for the grant period of performance and the budget period. Fiscal Year 2024 CPF grant awards must be spent by August 31, 2032.

This item is a procedural, administrative matter for the City to apply for and receive the funds awarded. After the grant agreement is executed any contracts or agreements related to this grant award will be presented to the City Council.

F	isca	I N	ote:

No	fiscal	note	is	rec	uired	for	arant	items.
					G O G		9.0	

Michael C. Nichols, Director

Prior Council Action:

9/8/2021 (O) 2021-0755

Amount and Source of Funding:

\$4,116,279.00 (to be received) – Federal Government – Grant Fund (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Cover Sheet Signed Cover sheet



Meeting Date: 8/12/2025 District D Item Creation Date: 7/24/2025

HCD25-89 Adaptive Reuse of Historic Wesley Chapel

Agenda Item#: 22.

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing the submission of required application materials to the U.S. Department of Housing and Urban Development (HUD) for a Community Project Funding/Congressionally Directed Spending award (CPF) for \$4,116,279.00, under the HUD Economic Development Initiative; and the execution of associated grant agreements between HUD and the City of Houston and related forms and documents by the Mayor, or the Mayor's designee.

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the Act), the U.S. Congress made CPF awards available, and projects were identified in the annual appropriations legislation. The Housing and Community Development Department will manage the FY24 CPF grant award allocated to the city for the following project, as specified in the bill.

Adaptive Reuse of Historic Wesley Chapel for Economic Revitalization of Third Ward: \$4,116,279.00

Wesley Chapel A.M.E. Church, a historic church, is located at 2209 Emancipation Avenue, Houston, TX 77003. This project will fund the renovation of this historic church that includes infrastructure and energy efficiency improvements and interior modifications to provide a flexible performance and community meeting place, while preserving its historic exterior structure and character.

Adaptive Reuse of Historic Wesley Chapel					
	Community	Non-CPF	Total Project Cost		
	Project Funding	Funding	Total FTOJECT COST		
Administration (HCDD)	\$500,000.00	\$0.00	\$500,000.00		
Acquisition (previously funded)	\$0.00	\$3,800,000.00	\$3,800,000.00		
Construction, Renovation, Rehabilitation	\$3,616,279.00	\$6,501,561.00	\$10,117,840.00		
Total	\$4,116,279.00	\$10,301,561.00	\$14,417,840.00		

On 9/8/2021 by Ordinance 2021-0755, the City acquired the property for \$3.8M in Homeless and Housing Bond Funds, no additional City funding sources are included in the Non-CPF Funding column. The \$6,501,561.00 in Non-CPF Construction, Renovation, and Rehabilitation funds is to be provided by the Gospel Music Haus and Museum Capital Campaign, which is private funding. The date HUD signs the grant agreement will be the start date for the grant period of performance and the budget period. Fiscal Year 2024 CPF grant awards must be spent by August 31, 2032.

This item is a procedural, administrative matter for the City to apply for and receive the funds awarded. After the grant agreement is executed any contracts or agreements related to this grant award will be presented to the City Council.

Fiscal Note:

No fiscal another is required for grant items.

Michael Mchols

Michael26A1Nich6ts; Director

Prior Council Action:

9/8/2021 (O) 2021-0755

Amount and Source of Funding:

\$4,116,279.00 (to be received) – Federal Government – Grant Fund (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Tyne Docusign Envelope ID: C7CA44B9-5242-4BAD-B6CC-BFAC43437E74

Ordinance 2021-0755

- 71- -

Backup Material



Meeting Date: 8/12/2025 ALL Item Creation Date: 6/13/2025

HHD – UH Frontlines+ Project

Agenda Item#: 38.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **UNIVERSITY OF HOUSTON** for FRONTLINES Project for the Houston Health Department; providing a maximum contract amount - Through September 29, 2028 with 2 one-year options - \$400,000.00 - Grant Fund

Background:

The Director of the Houston Health Department (HHD) recommends that City Council approve and authorize the Subrecipient Agreement between the City of Houston and **University of Houston** (UH) for a maximum contract amount of **\$400,000.00** with an initial term from the countersignature date of the City Controller through September 29, 2028 with two (2) one-year renewals, for the FRONTLINES+ (First Responder Opioid Overdose Naloxone Training and Linkage Into Needed Evidence-based Services Plus) Project.

Specific Explanation:

The FRONTLINES+ Project is a Substance Abuse and Mental Health Services Administration (SAMHSA) grant award led by HHD, which created a collaboration between HHD, Houston Fire Department (HFD), Houston Recovery Center (HRC), Baylor College of Medicine (BCM) and UH, to address the opioid crisis in our community by meeting the following objectives:

- Ensure all HFD response units will be equipped with high-dose naloxone opioid overdose kits;
- Train all HFD first responders and lay person first responders in recognition and pre-hospital
 management of a person with opioid overdose, including proper administration of naloxone
 using culturally sensitive and trauma informed methods;
- To provide real-time peer support response for overdose victims in emergency centers for overdose education, naloxone distribution, and linkages to ongoing care coordination with other overdose prevention programs in the community;
- Implement a synchronous and asynchronous comprehensive, culturally sensitive and trauma informed educational campaign on overdose education including fentanyl risks within the greater Houston community.

James H. Bray, PhD, of UH will serve as the Project Evaluator and provide the required SAMSHA evaluation services. Under this agreement, Dr. Bray's duties will include: assisting in the implementation of the project; completing and reporting evaluation findings and other documentation to HHD's project team; continuously monitoring the progress of the project and

provide regular reports; and contributing to the continuous improvement of the project by identifying lessons learned and best practices; and developing and utilizing an integrated database.

MWBE Participation:

Zero Goal Waiver Request approved by the Office of Business Opportunity.

Play or Pay Program:

The agreement does not require compliance with the City's Executive Order 1-7 regarding the Pay or Play program as this intergovernmental contract falls under exception to the program.

Grant Source:

The funding for this project is from the Substance Abuse and Mental Health Services Administration (SAMSHA).

Fiscal Note:

No fiscal note is required on grant items.

ESTIMATED SPEND AUTHORITY			
FUND SOURCE FY26 OUT YEARS TOTAL			
FUND 5000	\$ 100,000.00	\$300,000.00	\$ 400,000.00



Stephen L. Williams, M.Ed. M.P.A. Director – Houston Health Department

Prior Council Action:

N/A

Amount and Source of Funding:

\$400,000.00 Federal Government Fund 5000

Contact Information:

Reyes Ramirez Houston Health Department 713-907-5962 - cell 832-393-4860 - office

ATTACHMENTS:

DescriptionSigned Coversheet
Signed Cover sheet



Meeting Date: ALL Item Creation Date: 6/13/2025

HHD - UH Frontlines+ Project

Agenda Item#:

Background:

The Director of the Houston Health Department (HHD) recommends that City Council approve and authorize the Subrecipient Agreement between the City of Houston and **University of Houston** (UH) for a maximum contract amount of **\$400,000.00** with an initial term from the countersignature date of the City Controller through September 29, 2028 with two (2) one-year renewals, for the FRONTLINES+ (First Responder Opioid Overdose Naloxone Training and Linkage Into Needed Evidence-based Services Plus) Project.

Specific Explanation:

The FRONTLINES+ Project is a Substance Abuse and Mental Health Services Administration (SAMHSA) grant award led by HHD, which created a collaboration between HHD, Houston Fire Department (HFD), Houston Recovery Center (HRC), Baylor College of Medicine (BCM) and UH, to address the opioid crisis in our community by meeting the following objectives:

- Ensure all HFD response units will be equipped with high-dose naloxone opioid overdose kits;
- Train all HFD first responders and lay person first responders in recognition and pre-hospital management of a person with opioid
 overdose, including proper administration of naloxone using culturally sensitive and trauma informed methods;
- To provide real-time peer support response for overdose victims in emergency centers for overdose education, naloxone distribution, and linkages to ongoing care coordination with other overdose prevention programs in the community;
- Implement a synchronous and asynchronous comprehensive, culturally sensitive and trauma informed educational campaign on overdose education including fentanyl risks within the greater Houston community.

James H. Bray, PhD, of UH will serve as the Project Evaluator and provide the required SAMSHA evaluation services. Under this agreement, Dr. Bray's duties will include: assisting in the implementation of the project; completing and reporting evaluation findings and other documentation to HHD's project team; continuously monitoring the progress of the project and provide regular reports; and contributing to the continuous improvement of the project by identifying lessons learned and best practices; and developing and utilizing an integrated database.

MWBE Participation:

Zero Goal Waiver Request approved by the Office of Business Opportunity.

Play or Pay Program:

The agreement does not require compliance with the City's Executive Order 1-7 regarding the Pay or Play program as this intergovernmental contract falls under exception to the program.

Grant Source:

The funding for this project is from the Substance Abuse and Mental Health Services Administration (SAMSHA).

Fiscal Note:

No fiscal note is required on grant items.

ESTIMATED SPEND AUTHORITY			
FUND SOURCE FY26 OUT YEARS TOTAL			
FUND 5000	\$ 100,000.00	\$300,000.00	\$ 400,000.00



Stephen L. Williams, M.Ed. M.P.A. Director – Houston Health Department

Prior Council Action:

N/A

Amount and Source of Funding:

\$400,000.00 Federal Government Fund 5000

Contact Information:

Reyes Ramirez Houston Health Department 713-907-5962 - cell 832-393-4860 - office

ATTACHMENTS:

Form A

Description
Notice of Award
MWBE OBO Waiver
UH Insurance Statement
University of Houston Subrecipient Agreement
Certification of Funds

Type

Backup Material Backup Material Backup Material Contract/Exhibit Financial Information Financial Information



Meeting Date: 8/12/2025 District B Item Creation Date: 7/24/2025

HAS – Reimbursable Agreement with FAA for Limited Technical and Engineering Support, Design, and Construction Services for the South Airfield Vault Rehabilitation Project Impacting RVR at IAH

Agenda Item#: 39.

Summary:

ORDINANCE appropriating \$77,837.08 out of Airports Improvement Fund and approving and authorizing Reimbursable Agreement between City of Houston and **FEDERAL AVIATION ADMINISTRATION** for Rehabilitation Project at George Bush Intercontinental Airport/Houston (IAH) - **DISTRICT B - JACKSON**

Background:

RECOMMENDATION:

Adopt an ordinance approving and authorizing a Reimbursable Agreement between the City of Houston and the Federal Aviation Administration (FAA) to perform Limited Technical and Engineering Support, Design, and Construction Services for the South Airfield Vault Rehabilitation Project Impacting the FAA National Airspace System (NAS) Facilities, including Runway Visual Range (RVR), FAA Cabling, and Infrastructure at George Bush Intercontinental Airport/Houston (IAH) and appropriating \$77,837.08 out of the Airports Improvement Fund.

SPECIFIC EXPLANATION:

This Reimbursable Agreement provides funding for the Federal Aviation Administration (FAA) to perform Limited Technical and Engineering Support, Design, and Construction Services in support of the South Lighting Vault Renovation Project (Project No. 952) impacting the FAA National Airspace System (NAS) Facilities including Runway Visual Range (RVR) and FAA cabling and infrastructure at George Bush Intercontinental Airport/Houston (IAH). Project 952 includes the repair and rehabilitation of the existing building and electrical systems as it pertains to airfield lighting systems (e.g., approach lighting system, runway, taxiway, and special lighting).

Support services from the FAA are necessary as Project 952 impacts FAA National Airspace System (NAS) Facilities including Runway Visual Range (RVR) and FAA cabling and infrastructure.

The work to be performed through the execution of this Reimbursable Agreement will include: technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor-provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration

required to ensure the project meets FAA rules and regulations.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020, WB4050, WB4060 Engineering Support	\$46,168.80
Labor Subtotal	\$46,168.80
Labor Overhead	\$ <u>9,178.36</u>
Total Labor	\$55,347.16
Non-Labor	
WB4020, WB4050, WB4060 Engineering Travel	\$20,824.00
Non-Labor Subtotal	\$20,824.00
Non-Labor Overhead	\$1,665.92
Total Non-Labor	\$22,489.92
TOTAL ESTIMATED COST	\$77,837.08

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Director's Signature:

Jim Szczesniak Houston Airport System

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Amount and Source of Funding:

\$77,837.08 Airports Improvement Fund Fund 8011

Contact Information:

Todd Curry 281/233-1896 Scott Hill 281/233-1639

ATTACHMENTS:

Description Type



Meeting Date: District B Item Creation Date: 7/24/2025

HAS – Reimbursable Agreement with FAA for Limited Technical and Engineering Support, Design, and Construction Services for the South Airfield Vault Rehabilitation Project Impacting RVR at IAH

Agenda Item#:

Background:

RECOMMENDATION:

Adopt an ordinance approving and authorizing a Reimbursable Agreement between the City of Houston and the Federal Aviation Administration (FAA) to perform Limited Technical and Engineering Support, Design, and Construction Services for the South Airfield Vault Rehabilitation Project Impacting the FAA National Airspace System (NAS) Facilities, including Runway Visual Range (RVR), FAA Cabling, and Infrastructure at George Bush Intercontinental Airport/Houston (IAH) and appropriating \$77,837.08 out of the Airports Improvement Fund.

SPECIFIC EXPLANATION:

This Reimbursable Agreement provides funding for the Federal Aviation Administration (FAA) to perform Limited Technical and Engineering Support, Design, and Construction Services in support of the South Lighting Vault Renovation Project (Project No. 952) impacting the FAA National Airspace System (NAS) Facilities including Runway Visual Range (RVR) and FAA cabling and infrastructure at George Bush Intercontinental Airport/Houston (IAH). Project 952 includes the repair and rehabilitation of the existing building and electrical systems as it pertains to airfield lighting systems (e.g., approach lighting system, runway, taxiway, and special lighting).

Support services from the FAA are necessary as Project 952 impacts FAA National Airspace System (NAS) Facilities including Runway Visual Range (RVR) and FAA cabling and infrastructure.

The work to be performed through the execution of this Reimbursable Agreement will include: technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor-provided design packages, development of FAA design packages, construction/installation oversight, modification, removal, and restoration required to ensure the project meets FAA rules and regulations.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020, WB4050, WB4060 Engineering Support	\$46,168.80
Labor Subtotal	\$46,168.80
Labor Overhead	\$ <u>9,178.36</u>
Total Labor	\$55,347.16
Non-Labor	
WB4020, WB4050, WB4060 Engineering Travel	\$20,824.00
Non-Labor Subtotal	\$20,824.00
Non-Labor Overhead	\$1,665.92
Total Non-Labor	\$22,489.92
TOTAL ESTIMATED COST	\$77,837.08

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Director's Signature:

—08 *SBH* Signed by:

Jim Syymside

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Jim Szczesniak

Houston Airport System

Amount and Source of Funding:

\$77,837.08 Airports Improvement Fund Fund 8011

Contact Information:

Todd Curry 281/233-1896 Scott Hill 281/233-1639



Meeting Date: 8/12/2025 District I Item Creation Date: 7/25/2025

HAS – Reimbursable Agreement with FAA for Preliminary Design, Engineering, Review, and Construction/Installation Activities for the Taxiway M Rehabilitation Project Impacting FOTS and GS at HOU

Agenda Item#: 40.

Summary:

ORDINANCE appropriating \$119,589.19 out of Airports Improvement Fund and approving and authorizing Reimbursable Agreement between City of Houston and **FEDERAL AVIATION ADMINISTRATION** for Design, Engineering, Review, and Construction at William P. Hobby Airport (HOU) - **DISTRICT I - MARTINEZ**

Background:

RECOMMENDATION:

Adopt an ordinance approving and authorizing a Reimbursable Agreement between the City of Houston and the Federal Aviation Administration (FAA) to perform Preliminary Design, Engineering, Review, and Construction/Installation Activities for the Taxiway M Rehabilitation Project impacting Fiber Optic Transmission Systems (FOTS), HUB Glideslope (GS), and FAA cabling and infrastructure at William P. Hobby Airport (HOU), and appropriating \$119,589.19 from the Airports Improvement Fund.

SPECIFIC EXPLANATION:

This Reimbursable Agreement provides funding for the Federal Aviation Administration (FAA) to perform site visit, preliminary design, engineering, review, and construction/installation activities in support of the Rehabilitation of Taxiway M Project at HOU (Project No. 773). Project No. 773 includes the rehabilitation of the Taxiway M pavement, the addition of paved shoulders to the taxiway, replacement of lighting infrastructure, and installation of drainage infrastructure.

Support services from the FAA are necessary as Project 773 impacts FAA National Airspace System (NAS) facilities, including Fiber Optic Transmission Systems (FOTS), HUB Glideslope (GS), and FAA cabling and infrastructure.

The work to be performed through the execution of this Reimbursable Agreement will include: technical consultation, site visits, feasibility assessments, spectrum analysis, project planning, scope definition, development of cost estimate(s), and travel to ensure the project meets FAA rules and regulations.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010, WB4020 - Engineering Support	\$82,042.10
Labor Subtotal	\$82,042.10
Labor Overhead	\$16,309.97
Total Labor	\$98,352.07
Non-Labor	
WB4010, WB4020 - Engineering Travel	\$9,664.00
Drafting (outsourced)	\$10,000.00
Non-Labor Subtotal	\$19,664.00
Non-Labor Overhead	\$1,573.12
Total Non-Labor	\$21,237.12
TOTAL ESTIMATED COST	\$119,589.19

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Director's Signature:

Jim Szczesniak

Houston Airport System

Amount and Source of Funding:

\$119,589.19 Airports Improvement Fund Fund 8011

Contact Information:

Todd Curry 281/233-1896 Scott Hill 281/233-1639

ATTACHMENTS:

Description Type



Meeting Date:
District I
Item Creation Date: 7/25/2025

HAS – Reimbursable Agreement with FAA for Preliminary Design, Engineering, Review, and Construction/Installation Activities for the Taxiway M Rehabilitation Project Impacting FOTS and GS at HOU

Agenda Item#:

Background:

RECOMMENDATION:

Adopt an ordinance approving and authorizing a Reimbursable Agreement between the City of Houston and the Federal Aviation Administration (FAA) to perform Preliminary Design, Engineering, Review, and Construction/Installation Activities for the Taxiway M Rehabilitation Project impacting Fiber Optic Transmission Systems (FOTS), HUB Glideslope (GS), and FAA cabling and infrastructure at William P. Hobby Airport (HOU), and appropriating \$119,589.19 from the Airports Improvement Fund.

SPECIFIC EXPLANATION:

This Reimbursable Agreement provides funding for the Federal Aviation Administration (FAA) to perform site visit, preliminary design, engineering, review, and construction/installation activities in support of the Rehabilitation of Taxiway M Project at HOU (Project No. 773). Project No. 773 includes the rehabilitation of the Taxiway M pavement, the addition of paved shoulders to the taxiway, replacement of lighting infrastructure, and installation of drainage infrastructure.

Support services from the FAA are necessary as Project 773 impacts FAA National Airspace System (NAS) facilities, including Fiber Optic Transmission Systems (FOTS), HUB Glideslope (GS), and FAA cabling and infrastructure.

The work to be performed through the execution of this Reimbursable Agreement will include: technical consultation, site visits, feasibility assessments, spectrum analysis, project planning, scope definition, development of cost estimate(s), and travel to ensure the project meets FAA rules and regulations.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010, WB4020 - Engineering Support	\$82,042.10
Labor Subtotal	\$82,042.10
Labor Overhead	\$16,309.97
Total Labor	\$98,352.07
Non-Labor	
WB4010, WB4020 - Engineering Travel	\$9,664.00
Drafting (outsourced)	\$10,000.00
Non-Labor Subtotal	\$19,664.00
Non-Labor Overhead	\$1,573.12
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	Total Non-Labor	\$21,237.12
TOTA	L ESTIMATED COST	\$119,589.19

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Director's Signature:

-Signed by: Jim Szcznesiak SBH

Jim Sizezeshiak

Houston Airport System

Amount and Source of Funding:

\$119,589.19 Airports Improvement Fund Fund 8011

Contact Information: Todd Curry 281/233-Scott Hill 281/233 281/233-1896 281/233-1639



Meeting Date: 8/12/2025 ALL Item Creation Date:

HFD –Community Project Funding Grant FY2025

Agenda Item#: 41.

Summary:

ORDINANCE amending Ordinance No. 2024-611 to include Cash Match for Community Project Funding Grant for the Houston Fire Department

Background:

The Houston Fire Department (HFD) requests City Council to amend approved ordinance # 2024-611, passed on August 21, 2024. The Community Project Funding Grant has been awarded \$850,000.00, however; the prior coversheet did not include the cash match amount of \$123,547. The anticipated project period is to begin March 08, 2024 and end on September 30, 2032.

The approved grant agreement reflects B-24-CP-TX-2134 the applicants funding amount of \$123,547.00 before use.

For the 2024 Community Project Funding Grant (CPF), HFD proposes a Command-and-Control Center that will be able to customize incident management training to incorporate the City's departments, including private sector agencies, such as industrial plants and stadiums, to meet all training needs. The City of Houston and its surrounding communities have experienced and have the potential to experience incidents and disasters that will require its emergency response agencies to effectively meet the challenges of these incidents and mitigate the situation. Training is critical to develop and implement a comprehensive incident management program. This funding will assist the City of Houston to better prepare its emergency responders to protect its districts and communities. The training has an immediate, positive impact on the agencies that respond to large-scale incidents/events.

HFD was awarded Community Project Funding (CPF) Fiscal Year 2024 grant award through Congressman Al Green in the amount of \$850,000.00.

The Houston Fire Department also requests City Council to authorize the Fire Chief or his designee to act as the City's representative in the application process with the authority to apply for, accept, and expend the grant funds as awarded, and apply for, accept, and expend all subsequent awards, if any, to extend the budget period, and to authorize the Mayor to execute all related agreements with the approval as to form of the City Attorney in connection with the grant not to exceed five years.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project No Fiscal Note is required on grant items

Thomas Muñoz, Fire Chief Houston Fire Department

ESTIMATED SPENDING AUTHORITY

Department	FY26	Out-Years	Total Amount
Houston Fire Department	\$123,547.00	\$0.00	\$123,547.00
Totals	\$123,547.00	\$0.00	\$123,547.00

Prior Council Action:

Ordinance: 2024-611, passed on August 21, 2024

Amount and Source of Funding:

\$850,000.00 Federal Government (previously awarded) Fund 5000 \$123,547.00 Fund 2210 FTA Special Revenue \$973,547.00 Total

Contact Information:

Crystal Cobos Phone: 832-394-6740
Alfredo Martinez Phone: 832-394-6740
Brent Taylor Phone: 832-394-6709

ATTACHMENTS:

Description Type



Meeting Date: 7/22/2025 ALL Item Creation Date:

HFD -Community Project Funding Grant FY2025

Agenda Item#: 43.

Summary:

NOT A REAL CAPTION

ORDINANCE to amend approved ordinance # 2024-611, passed on August 21, 2024 to include the required cash match amount

Background:

The Houston Fire Department (HFD) requests City Council to amend approved ordinance # 2024-611, passed on August 21, 2024. The Community Project Funding Grant has been awarded \$850,000.00, however; the prior coversheet did not include the cash match amount of \$123,547. The anticipated project period is to begin March 08, 2024 and end on September 30, 2032.

The approved grant agreement reflects B-24-CP-TX-2134 the applicants funding amount of \$123,547.00 before use.

For the 2024 Community Project Funding Grant (CPF), HFD proposes a Command-and-Control Center that will be able to customize incident management training to incorporate the City's departments, including private sector agencies, such as industrial plants and stadiums, to meet all training needs. The City of Houston and its surrounding communities have experienced and have the potential to experience incidents and disasters that will require its emergency response agencies to effectively meet the challenges of these incidents and mitigate the situation. Training is critical to develop and implement a comprehensive incident management program. This funding will assist the City of Houston to better prepare its emergency responders to protect its districts and communities. The training has an immediate, positive impact on the agencies that respond to large-scale incidents/events.

HFD was awarded Community Project Funding (CPF) Fiscal Year 2024 grant award through Congressman Al Green in the amount of \$850,000.00.

The Houston Fire Department also requests City Council to authorize the Fire Chief or his designee to act as the City's representative in the application process with the authority to apply for, accept, and expend the grant funds as awarded, and apply for, accept, and expend all subsequent awards, if any, to extend the budget period, and to authorize the Mayor to execute all related agreements with the approval as to form of the City Attorney in connection with the grant not to exceed five years.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project No Fiscal Note is required on grant items

DocuSigned by:

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Thomas Muñoz, Fire Chief

Houston Fire Department

ESTIMATED SPENDING AUTHORITY

 Department
 FY26
 Out-Years
 Total Amount

 Houston Fire Department
 \$123,547.00
 \$0.00
 \$123,547.00

 Totals
 \$123,547.00
 \$0.00
 \$123,547.00

Prior Council Action:

Ordinance: 2024-611, passed on August 21, 2024

Amount and Source of Funding:

\$850,000.00 Federal Government (previously awarded) Fund 5000 \$123,547.00 Fund 2210 FTA Special Revenue \$973,547.00 Total

Contact Information:

Crystal Cobos Phone: 832-394-6740
Alfredo Martinez Phone: 832-394-6740

Brent Taylor Phone: 832-394-6709

ATTACHMENTS:

Description

HFD Signed Coversheet Previous Ordinance Grant Agreement Budget Funding Form Funding Verification-HFD

Type

Signed Cover sheet Backup Material Contract/Exhibit Financial Information Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS- FY Radio Tower Project Appropriation

Agenda Item#: 42.

Summary:

ORDINANCE appropriating \$2,990,000.00 out of Police Consolidated Construction Fund and \$303,000.00 out of Contributed Capital Project Fund for planned Radio Tower Project for the Houston Information Technology Services Department

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$2,990,000.00 from the Police Consolidated Construction Fund (4504) and \$303,000.00 from the Contributed Capital Project Fund (4515) for the planned Radio Tower Project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT PROJECT NO. AMOUNT
Radio Tower Project X-687032* \$3,293,000.00

This planned Radio Tower Project will provide for critical improvements to the City's public safety infrastructure that supports radio coverage for the first responders operating in the downtown and midtown areas of Houston. Originally constructed in 1950, the tower has served as a reliable communications asset through multiple generations of radio systems. During an inspection of the tower, there were structural concerns, and therefore based on the findings, a two-phased response plan was developed to ensure safety and service continuity. Phase I has been completed and therefore, this appropriation is for Phase II of the project to provide a full replacement of the tower. The new structure will provide the reliable infrastructure necessary to support the downtown locations for Houston's public safety radio services effectively. This proactive effort reflects the City's commitment to maintaining a secure and dependable infrastructure for public safety communications. HITS will leverage an existing contract with Motorola Solutions Inc. for the purchase of professional services and hardware.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

Ord 2024-983 passed December 11, 2024

Amount and Source of Funding:

\$303,000.00- Contributed Capital Project Fund (4515) \$2,990,000.00- Police Consolidated Construction Fund (4504)

Contact Information:

Jane Wu, Deputy Director	HITS/ DBM	(832) 393-0013
Candice Gambrell, Assistant Director	Finance /SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS-FY Radio Tower Project Appropriation

Agenda Item#: 31.

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$2,990,000.00 from the Police Consolidated Construction Fund (4504) and \$303,000.00 from the Contributed Capital Project Fund (4515) for the planned Radio Tower Project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

 PROJECT
 PROJECT NO.
 AMOUNT

 Radio Tower Project
 X-687032*
 \$3,293,000.00

This planned Radio Tower Project will provide for critical improvements to the City's public safety infrastructure that supports radio coverage for the first responders operating in the downtown and midtown areas of Houston. Originally constructed in 1950, the tower has served as a reliable communications asset through multiple generations of radio systems. During an inspection of the tower, there were structural concerns, and therefore based on the findings, a two-phased response plan was developed to ensure safety and service continuity. Phase I has been completed and therefore, this appropriation is for Phase II of the project to provide a full replacement of the tower. The new structure will provide the reliable infrastructure necessary to support the downtown locations for Houston's public safety radio services effectively. This proactive effort reflects the City's commitment to maintaining a secure and dependable infrastructure for public safety communications. HITS will leverage an existing contract with Motorola Solutions Inc. for the purchase of professional services and hardware.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

Ord 2024-983 passed December 11, 2024

Amount and Source of Funding:

\$303,000.00- Contributed Capital Project Fund (4515) \$2,990,000.00- Police Consolidated Construction Fund (4504)

Contact Information:

Jane Wu, Deputy DirectorHITS/ DBM(832) 393-0013Candice Gambrell, Assistant DirectorFinance /SPD(832) 393-9129Jedediah Greenfield, Chief Procurement OfficerFinance/SPD(832) 393-9126

ATTACHMENTS:

DescriptionTypeFMBB docFinancial InformationCOFFinancial InformationSAP Form AFinancial Information





Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS-FY26 Public Safety CAD Replacement

Agenda Item#: 43.

Summary:

ORDINANCE appropriating \$1,000,000.00 out of Equipment Acquisition Consolidated Fund for planned Public Safety Computer-Aided Dispatch Replacement for the Houston Information Technology Services Department

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$1,000,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Public Safety Computer-Aided Dispatch (CAD) Replacement for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
Public Safety CAD
Replacement

PROJECT NO. x-680060*

AMOUNT \$1,000,000.00

The planned Public Safety CAD Replacement project will allow for the modernization of a core first responder communication system. The CAD system enables 911 call takers to document all 911 emergency calls and relay vital information to first responders in real time. To ensure sustained performance and reliability, this project will strengthen integration with other public safety technologies, enabling faster response times and more effective coordination among emergency services during critical incidents. HITS will leverage cooperative contract(s) and/or existing contract(s) for the purchase of professional services and will come to Council, as needed, for the procurement.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information O?cer
Houston Information Technology Services

Prior Council Action:

Amount and Source of Funding:

\$1,000,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

Name	Dept/Division	Phone No.:
Jane Wu, Deputy Director	HITS/ DBM	(832) 393-0013
Yesenia Chuca, Division Manager	Finance/SPD	(832) 393-8727
Candice Gambrell, Assistant Director	Finance /SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement	Finance/SPD	(832) 393-9126
Officer		

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS-FY26 Public Safety CAD Replacement

Agenda Item#: 53.

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$1,000,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Public Safety Computer-Aided Dispatch (CAD) Replacement for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT Public Safety CAD Replacement PROJECT NO. x-680060*

AMOUNT \$1,000,000.00

The planned Public Safety CAD Replacement project will allow for the modernization of a core first responder communication system. The CAD system enables 911 call takers to document all 911 emergency calls and relay vital information to first responders in real time. To ensure sustained performance and reliability, this project will strengthen integration with other public safety technologies, enabling faster response times and more effective coordination among emergency services during critical incidents. HITS will leverage cooperative contract(s) and/or existing contract(s) for the purchase of professional services and will come to Council, as needed, for the procurement.

Fiscal Note:

_No significant Fiscal Operating impact is anticipated because of these projects.

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Lisa Kent, Chief Information O?cer Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$1,000,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

JU

Name	Dept/Division	Phone No.:
Jane Wu, Deputy Director	HITS/ DBM	(832) 393-0013
Yesenia Chuca, Division Manager Candice Gambrell, Assistant Director Jedediah Greenfield, Chief Procurement Officer	Finance/SPD Finance/SPD	(832) 393-8727 (832) 393-9129 (832) 393-9126

ATTACHMENTS:

DescriptionTypeCOFFinancial InformationForm AFinancial InformationFMBBFinancial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS- HPL Public Facing Computer Refresh

Agenda Item#: 44.

Summary:

ORDINANCE appropriating \$150,000.00 out of Equipment Acquisition Consolidated Fund for Public Facing Computer Refresh Project for the Houston Information Technology Services Department on behalf of the Houston Public Library

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$150,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Public Facing Computers Refresh project for Houston Information Technology Services on behalf of Houston Public Library. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
HPL Public Facing
Computers Refresh
Project

PROJECT NO. X-340014*

<u>AMOUNT</u> \$150,000.00

The planned Public Facing Computers Refresh project will enable the replacement and upgrade of legacy software and hardware ensuring public-access computers and equipment stay up to date, maintain performance, improve supportability, and reinforce the City's cyber security defense for public access devices. This project will allow for the continuation of the existing managed solution that protects public-facing computers while providing citizens with free access to reliable technology. This initiative will also enhance network performance across multiple City Library sites, ensuring reliability and uptime without interrupting user productivity. Additionally, advanced security features will be implemented to further strengthen the overall protection of the City's network. HITS and HPL will leverage cooperative contract(s) as well as existing enterprise contract(s) for the purchase of hardware, software, and professional services.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$150,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

Name	Dept/Division Phone No.:
Jane Wu, Deputy Director	HITS, DBM (832) 393-0013
Candice Gambrell, Assistant Director	Finance/SPD(832) 393-9129
Jedediah Greenfield, Chief Procuremer	ntFinance/SPD(832) 393-9126
Officer	

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/30/2025

HITS- HPL Public Facing Computer Refresh

Agenda Item#: 55.

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$150,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Public Facing Computers Refresh project for Houston Information Technology Services on behalf of Houston Public Library. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
HPL Public Facing
Computers Refresh
Project

PROJECT NO. X-340014*

<u>AMOUNT</u> \$150,000.00

The planned Public Facing Computers Refresh project will enable the replacement and upgrade of legacy software and hardware ensuring public-access computers and equipment stay up to date, maintain performance, improve supportability, and reinforce the City's cyber security defense for public access devices. This project will allow for the continuation of the existing managed solution that protects public-facing computers while providing citizens with free access to reliable technology. This initiative will also enhance network performance across multiple City Library sites, ensuring reliability and uptime without interrupting user productivity. Additionally, advanced security features will be implemented to further strengthen the overall protection of the City's network. HITS and HPL will leverage cooperative contract(s) as well as existing enterprise contract(s) for the purchase of hardware, software, and professional services.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

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Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$150,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

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	MN	
	Ju	

ATTACHMENTS:

Description FMBB doc SAP Form A COF

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Financial Information Financial Information Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

HITS-FY26 Next Generation Network

Agenda Item#: 45.

Summary:

ORDINANCE appropriating \$1,141,000.00 out of Equipment Acquisition Consolidated Fund for planned Next Generation Network Project for the Houston Information Technology Services Department

Background:

Specific Explanation:

_The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$1,141,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the second year of a two-year Next Generation Network Project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
Next Generation
Network

PROJECT NO. X-680104*

<u>AMOUNT</u> \$1,141,000.00

This planned Next Generation Network project, which is in the second year of a two-year project timeline, will enable the City to enhance and fortify its network infrastructure, resulting in more resilient and robust architecture. The City's network is the vital link that digitally connects all 23 City departments to the City's data centers, the internet, and cloud applications. This project will provide essential network equipment to ensure the continuity of operations, increased capacity, and enhanced security. Furthermore, this project will provide improved network performance across City sites, ensuring reliability and uptime without disrupting user productivity and incorporate advanced security features to further safeguard the City's network. By modernizing this critical backbone, this project will help maintain reliable City services, improve efficiency, and minimize disruptions. HITS will leverage the existing enterprise CISCO contracts for the purchase of hardware, licensing, support, maintenance, and professional services.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$1,141,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

Name: Department/Division Phone Number:
Jane Wu, Deputy Director HITS/DBM (832)393-0013
Candice Gambrell, Assistant Director Finance/SPD (832) 393-9129
Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

HITS-FY26 Next Generation Network

Agenda Item#: 63.

Background:

Specific Explanation:

_The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$1,141,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the second year of a two-year Next Generation Network Project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT Next Generation Network

PROJECT NO. X-680104*

AMOUNT \$1,141,000.00

This planned Next Generation Network project, which is in the second year of a two-year project timeline, will enable the City to enhance and fortify its network infrastructure, resulting in more resilient and robust architecture. The City's network is the vital link that digitally connects all 23 City departments to the City's data centers, the internet, and cloud applications. This project will provide essential network equipment to ensure the continuity of operations, increased capacity, and enhanced security. Furthermore, this project will provide improved network performance across City sites, ensuring reliability and uptime without disrupting user productivity and incorporate advanced security features to further safeguard the City's network. By modernizing this critical backbone, this project will help maintain reliable City services, improve efficiency, and minimize disruptions. HITS will leverage the existing enterprise CISCO contracts for the purchase of hardware, licensing, support, maintenance, and professional services.

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer **Houston Information Technology Services**

Prior Council Action:

N/A

Amount and Source of Funding:

\$1,141,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information: Name:

Jane Wu, Deputy Director

Department/Division Phone Number: HITS/DBM (832)393-0013 Candice Gambrell, Assistant Director Finance/SPD (832) 393-9129

Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type COF Financial Information

Form A Financial Information **FMBB** Financial Information PR 10343665 Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

HPD-FY26 CJIS Compliance Infrastructure

Agenda Item#: 46.

Summary:

ORDINANCE appropriating \$820,000.00 out of Police Consolidated Construction Fund for planned HPD Criminal Justice Information Services Compliance Infrastructure Replacement Project for Houston Information Technology Services on behalf of the Houston Police Department

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$820,000.00 from the Police Consolidated Construction Fund (4504) for the planned CJIS Compliance Infrastructure Replacement project for Houston Information Technology Services on behalf of Houston Police Department. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
HPD CJIS Compliance
Infrastructure

PROJECT NO. X-100062*

AMOUNT \$820,000.00

This planned CJIS Compliance Infrastructure Replacement project is essential for the City to remain compliant with CJIS policies, which mandate the annual replacement of hardware and software that have reached End-of-Life (EOL) or End-of-Support (EOS). HPD monitors these milestones each year and refreshes critical hardware and software systems accordingly. Delays in replacing outdated equipment can lead to security vulnerabilities, operational disruptions, and potential audit findings. By replacing EOL/EOS systems, it safeguards sensitive data, ensures uninterrupted service, and keeps the City aligned with CJIS compliance standards. Investing in modern hardware and software also mitigates audit risks and supports departmental growth by providing a scalable, high-performance infrastructure that meets current and future needs. Prioritizing this initiative enhances service reliability, boosts operational efficiency, and significantly reduces the risk of system failures or security breaches. HITS will leverage existing contract(s) for the purchase of maintenance services, hardware, and software.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

N/A

Amount and Source of Funding:

\$820,000.00 - Police Consolidated Construction Fund (4504)

Contact Information:

Name Dept/Division Phone No.:
Jane Wu, Deputy Director HITS/DBM (832) 393-0013
Candice Gambrell, Assistant Director Finance/SPD (832) 393-9129
Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832)393-9126

ATTACHMENTS:

Description Type



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/31/2025

HPD- FY26 CJIS Compliance Infrastructure

Agenda Item#: 64.

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$820,000.00 from the Police Consolidated Construction Fund (4504) for the planned CJIS Compliance Infrastructure Replacement project for Houston Information Technology Services on behalf of Houston Police Department. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

The project description with allocation amount is as follows:

PROJECT
HPD CJIS Compliance
Infrastructure

PROJECT NO. X-100062*

AMOUNT \$820,000.00

This planned CJIS Compliance Infrastructure Replacement project is essential for the City to remain compliant with CJIS policies, which mandate the annual replacement of hardware and software that have reached End-of-Life (EOL) or End-of-Support (EOS). HPD monitors these milestones each year and refreshes critical hardware and software systems accordingly. Delays in replacing outdated equipment can lead to security vulnerabilities, operational disruptions, and potential audit findings. By replacing EOL/EOS systems, it safeguards sensitive data, ensures uninterrupted service, and keeps the City aligned with CJIS compliance standards. Investing in modern hardware and software also mitigates audit risks and supports departmental growth by providing a scalable, high-performance infrastructure that meets current and future needs. Prioritizing this initiative enhances service reliability, boosts operational efficiency, and significantly reduces the risk of system failures or security breaches. HITS will leverage existing contract(s) for the purchase of maintenance services, hardware, and software.

Fiscal Note:

No significant Fiscal Operating impact is anticipated because of these projects.

Lisa Kent, Chief Information Officer

Houston Information Technology Services

Prior Council Action:

N/A

Name

Amount and Source of Funding:

\$820,000.00 - Police Consolidated Construction Fund (4504)

Contact Information:

_ps ∭ Dept/Division Phone No.:

Jane Wu, Deputy Director HITS/DBM (832) 393-0013

Candice Gambrell, Assistant Director Finance/SPD (832) 393-9129

Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832)393-9126

ATTACHMENTS:

Description Type

COF Financial Information
Form A Financial Information
FMBB Financial Information
PR 10343696 Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Bond Counsel Engagement Letter - Greenberg Traurig, LLP - Various Capital Project Financings

Agenda Item#: 47.

Summary:

ORDINANCE approving and authorizing agreement between City of Houston and **GREENBERG TRAURIG**, **LLP** for Bond Counsel Services for Various Departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Greenberg Traurig, LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$700,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue Bonds, in one or more series.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Bates Law Firm PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

<u>HIRE HOUSTON FIRST</u> :
This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.
3 · p · · · · · · · · · · · · · · · · ·
REQUIRED AUTHORIZATION:
Artimo C. Michael City Attamany
Arturo G. Michel, City Attorney
Amount and Source of Funding: Funding for this item is contingent on the issuance of the above-referenced bonds. Payment for services will not exceed \$700,000.00 paid from the proceeds of said bonds.
Contact Information: Eric Nguyen, 832-393-6412
ATTACHMENTS:

Type

Signed Cover sheet

DescriptionCoversheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Bond Counsel Engagement Letter - Greenberg Traurig, LLP - Various Capital Project Financings

Agenda Item#: 11.

Summary:

ORDINANCE approving and authorizing an agreement between the City of Houston and GREENBERG TRAURIG, LLP for bond counsel services for various departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Greenberg Traurig, LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$700,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue Bonds, in one or more series.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Bates Law Firm PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.

Docusign Envelope ID: F8424AFC-D67F-424A-9F6A-B50BB2EAF8F8

REQUIRED AUTHORIZATION:

Docusigned by:

OTALISTRAGOGAMAO

Arturo G. Michel, City Attorney

Amount and Source of Funding:

Funding for this item is contingent on the issuance of the above-referenced bonds. Payment for services will not exceed \$700,000.00 paid from the proceeds of said bonds.

Contact Information:

Eric Nguyen, 832-393-6412



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

LGL - Bond Counsel Engagement Letter - Greenberg Traurig LLP - CUS Refunding Bonds, Series 2025

Agenda Item#: 48.

Summary:

ORDINANCE approving and authorizing agreement between City of Houston and **GREENBERG TRAURIG**, **LLP** for Bond Counsel Services for Various Departments; providing a maximum contract amount

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Greenberg Traurig, LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$825,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue and Refunding Bonds, series 2025.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, Bratton & Associates, PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:	a Uira Uaustan First Ordinanaa Tha Lagal Danartmant
is utilizing a professional services procurer	s Hire Houston First Ordinance. The Legal Department nent.
REQUIRED AUTHORIZATION:	
Arturo G. Michel, City Attorney	
Amount and Source of Funding:	
Funding for this item is contingent on the	issuance of the above-referenced bonds. Payment for
services will not exceed \$825,000.00 paid	from the proceeds of said bonds.
Contact Information:	
Eric Nguyen, 832-393-6412	
ATTACHMENTS:	
Description	Туре
Coversheet	Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

LGL - Bond Counsel Engagement Letter - Greenberg Traurig LLP - CUS Refunding Bonds, Series 2025

Agenda Item#: 27.

Summary:

ORDINANCE approving and authorizing an agreement between the City of Houston and GREENBERG TRAURIG, LLP for bond counsel services for various departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Greenberg Traurig LLP ("Greenberg Traurig") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Greenberg Traurig is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Greenberg Traurig, LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$825,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue and Refunding Bonds, series 2025.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, Bratton & Associates, PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.

Docusign Envelope ID: F8424AFC-D67F-424A-9F6A-B50BB2EAF8F8

REQUIRED AUTHORIZATION:

Docusigned by:

Arturo G. Michel, City Attorney

Amount and Source of Funding:

Funding for this item is contingent on the issuance of the above-referenced bonds. Payment for services will not exceed \$825,000.00 paid from the proceeds of said bonds.

Contact Information:

Eric Nguyen, 832-393-6412



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Bond Counsel Engagement Letter - Bracewell LLP - GOCP G-2 Credit Agreement Substitution

Agenda Item#: 49.

Summary:

ORDINANCE approving and authorizing agreement between City of Houston and BRACEWELL LLP for Bond Counsel Services for Various Departments; providing a maximum contract amount Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Bracewell LLP ("Bracewell") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Bracewell is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Bracewell LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$250,000.00, for the purpose of representing the City in connection with the substitution of the facility supporting the General Obligation Commercial Paper Notes, Series G-2.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Law Office of Wendy Montoya Cloonan.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department

is utilizing a professional services procurement.	
REQUIRED AUTHORIZATION:	
Arturo G. Michel, City Attorney	
Amount and Source of Funding: \$250,000.00 – Genl Oblg Commercial Paper Se Funding for this item is contingent on the closing services will not exceed \$250,000.00.	eries G Bona Fide (Fund No. 3612). of the above-referenced transaction. Payment for
Contact Information: Eric Nguyen, 832-393-6412	
ATTACHMENTS: Description Coversheet	Type Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Bond Counsel Engagement Letter - Bracewell LLP - GOCP G-2 Credit Agreement Substitution

Agenda Item#: 12.

Summary:

ORDINANCE approving and authorizing an agreement between the City of Houston and BRACEWELL LLP for bond counsel services for various departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Bracewell LLP ("Bracewell") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Bracewell is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Bracewell LLP ("Firm") for legal services, including bond counsel services, in an amount not to exceed \$250,000.00, for the purpose of representing the City in connection with the substitution of the facility supporting the General Obligation Commercial Paper Notes, Series G-2.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Law Office of Wendy Montoya Cloonan.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.

REQUIRED AUTHORIZATION:

DocuSigned by:

January Middl

O724157949964440

Arturo G. Michel, City Attorney

Amount and Source of Funding:

\$250,000.00 - Genl Oblg Commercial Paper Series G Bona Fide (Fund No. 3612).

Funding for this item is contingent on the closing of the above-referenced transaction. Payment for services will not exceed \$250,000.00.

Contact Information:

Eric Nguyen, 832-393-6412



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Disclosure Counsel Engagement Letter - Norton Rose Fulbright US LLP - GOCP G-2 Credit Agreement

Substitution

Agenda Item#: 50.

Summary:

ORDINANCE approving and authorizing agreement between City of Houston and **NORTON ROSE FULBRIGHT US LLP** for Disclosure Counsel Services for Various Departments; providing a maximum contract amount

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed disclosure counsel, Norton Rose Fulbright US LLP ("Norton Rose Fulbright") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Norton Rose Fulbright is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Norton Rose Fulbright US LLP ("Firm") for legal services, including special disclosure counsel services, in an amount not to exceed \$200,000.00, for the purpose of representing the City in connection with the substitution of the facility supporting the General Obligation Commercial Paper Notes, Series G-2.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Chevalier Law Firm PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

This procurement is exempt from the City's Hire is utilizing a professional services procurement.	Houston First Ordinance. The Legal Department
REQUIRED AUTHORIZATION:	
Arturo G. Michel, City Attorney	_
Amount and Source of Funding:	
\$200,000.00 - Genl Oblg Commercial Paper Se	eries G Bona Fide (Fund no. 3612). of the above-referenced transaction. Payment for
Contact Information: Eric Nguyen, 832-393-6412	
ATTACHMENTS:	
Description Coversheet	Type Signed Cover sheet

HIRE HOUSTON FIRST:



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/21/2025

LGL - Disclosure Counsel Engagement Letter - Norton Rose Fulbright US LLP - GOCP G-2 Credit Agreement Substitution

Agenda Item#: 13.

Summary:

ORDINANCE approving and authorizing an agreement between the City of Houston and NORTON ROSE FULBRIGHT US LLP for special disclosure counsel services for various departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed bond counsel, Norton Rose Fulbright US LLP ("Norton Rose Fulbright") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City. The engagement of Norton Rose Fulbright is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with Norton Rose Fulbright US LLP ("Firm") for legal services, including special disclosure counsel services, in an amount not to exceed \$200,000.00, for the purpose of representing the City in connection with the substitution of the facility supporting the General Obligation Commercial Paper Notes, Series G-2.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-bond counsel, the Chevalier Law Firm PLLC.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.

Docusign Envelope ID: F8424AFC-D67F-424A-9F6A-B50BB2EAF8F8

REQUIRED AUTHORIZATION:

Ester & Michel Arturo G. Michel, City Attorney

Amount and Source of Funding:

\$200,000.00 - Genl Oblg Commercial Paper Series G Bona Fide (Fund no. 3612).
Funding for this item is contingent on the closing of the above-referenced transaction. Payment for services will not exceed \$200,000.00.

Contact Information:

Eric Nguyen, 832-393-6412



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

LGL - Disclosure Counsel Engagement Letter - McCall Parkhurst Horton LLP - CUS Refunding Bonds, Series 2025

Agenda Item#: 51.

Summary:

ORDINANCE approving and authorizing agreement between City of Houston and MCCALL PARKHURST & HORTON, LLP for Disclosure Counsel Services for Various Departments; providing a maximum contract amount

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed disclosure counsel, McCall Parkhurst & Horton LLP ("McCall") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as disclosure counsel for the City. McCall has previously represented the City in connection with the issuance of various bonds and other obligations. The engagement of McCall is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with McCall Parkhurst & Horton, LLP ("Firm") for legal services, including disclosure counsel services, in an amount not to exceed \$250,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue and Refunding Bonds, Series 2025.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-disclosure counsel, Baker Williams Matthiesen LLP.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible

HIRE HOUSTON FIRST: This procurement is exempt from the City's Hire is utilizing a professional services procurement.	Houston First Ordinance. The Legal Department
REQUIRED AUTHORIZATION:	
Arturo G. Michel, City Attorney	_
Amount and Source of Funding: Funding for this item is contingent on the suc Payment for services will not exceed \$250,000.0	cessful closing of the above-referenced bonds. 0 paid from the proceeds of said bonds.
Contact Information: Eric Nguyen, 832-393-6412	
ATTACHMENTS:	
Description	Туре
Coversheet	Signed Cover sheet

employees in compliance with City policy.



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/25/2025

LGL - Disclosure Counsel Engagement Letter - McCall Parkhurst Horton LLP - CUS Refunding Bonds, Series 2025

Agenda Item#: 31.

Summary:

ORDINANCE approving and authorizing an agreement between the City of Houston and McCall Parkhurst & Horton, LLP for disclosure counsel services for various departments; providing a maximum contract amount.

Pursuant to Texas Government Code Section 2254.1036, the following written notice is given to the public: The City desires to sell bonds for public purposes as authorized by State law and as further set forth in the ordinance to finance current expenses. The proposed disclosure counsel, McCall Parkhurst & Horton LLP ("McCall") is a full-service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as disclosure counsel for the City. McCall has previously represented the City in connection with the issuance of various bonds and other obligations. The engagement of McCall is in the best interest of the City, since the legal services requested require specialized experience in municipal finance, federal tax, and state securities law and therefore cannot be adequately performed by the attorneys and supporting personnel of the City. Furthermore, such legal services cannot be reasonably obtained from attorneys in private practice for the payment of hourly fees without contingency because the City will not be obligated to pay any legal fees unless the transaction successfully closes.

Background:

The City Attorney recommends City Council approve an ordinance approving and authorizing a professional services agreement with McCall Parkhurst & Horton, LLP ("Firm") for legal services, including disclosure counsel services, in an amount not to exceed \$250,000.00, for the purpose of representing the City in connection with the issuance of Combined Utility System First Lien Revenue and Refunding Bonds, Series 2025.

MWBE Information:

This contract is issued with a 24% MWBE participation goal. The Firm will utilize the services of co-disclosure counsel, Baker Williams Matthiesen LLP.

PAY OR PLAY:

The contract requires compliance with the City's Pay or Play Ordinance regarding health benefits for employees of City contractors. In this case, the Firm provides health benefits for eligible employees in compliance with City policy.

HIRE HOUSTON FIRST:

This procurement is exempt from the City's Hire Houston First Ordinance. The Legal Department is utilizing a professional services procurement.

REQUIRED AUTHORIZATION:

Arturo G. Michel, City Attorney

Amount and Source of Funding:

Funding for this item is contingent on the successful closing of the above-referenced bonds. Payment for services will not exceed \$250,000.00 paid from the proceeds of said bonds.

Contact Information:

Eric Nguyen, 832-393-6412

ATTACHMENTS:

Description Type Ordinance Ordinance/Resolution/Motion **Engagement Letter** Contract/Exhibit Ownership Information Backup Material POP 1 form Backup Material POP 2 form Backup Material POP 7 form Backup Material Letter of Intent Backup Material



Meeting Date: 8/12/2025

Item Creation Date:

Doc1204277570 – Franchise Program Compliance Audit Services (Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc.) - ORDINANCE

Agenda Item#: 52.

Summary:

ORDINANCE approving and awarding contracts between City of Houston and (1) **AVENU INSIGHTS AND ANALYTICS, LLC**, (2) **BDO USA, P.C.**, and (3) **FOX, SMOLEN AND ASSOCIATES, INC** for Professional Franchise Compliance Audit Services for the Administration and Regulatory Affairs Department; providing a maximum contract amount - 3 Years with 2 one-year options - \$600,000.00 - General Fund

Background:

Request for Proposals (RFP) received on September 19, 2024, for Doc1204277570 - Approve an ordinance awarding contracts to Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc. in the maximum contract amount of \$600,000.00 to provide professional franchise compliance audit services for a three (3) year contract with two (2) one-year renewal options for the Administration and Regulatory Affairs Department.

Specific Explanation:

The Director of the Administration and Regulatory Affairs Department (ARA) and the Chief Procurement Officer recommend that City Council approve an ordinance awarding a three (3) year contract term, with two (2) one-year renewal options, for a total of five (5) years to Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc. in the total maximum contract amount of \$600,000.00 to provide franchise compliance audit services for ARA.

The scope of work requires the firms to provide professional auditing services, including reviewing relevant sections of the Houston Code of Ordinances and applicable federal, state, and county orders and franchise agreements. These reviews will focus on payments to the City and financial reporting related to the following entities:

- Certificated Telecommunications Providers
- Commercial solid waste transporters and haulers
- Cable/video service providers
- Electric and natural gas providers

The firms will be responsible for performing the following key auditing services:

- Examine franchise agreements approved by the City Council, endorsed by the Mayor, and accepted by each franchisee to ensure compliance.
- Verify financial reporting and data for each audited company, including a thorough review of its books and records.
- Review the City's fee receipts for the audited company to confirm accurate and complete application in accordance with the franchise agreement and Texas statutes.
- Reconcile financial and fee payment reporting from the audited company against actual payments and receipts received by the City to ensure accuracy.

The RFP was advertised in accordance with the requirements of the State of Texas bid laws, and proposals were received from Avenu Insights and Analytics, LLC, BDO USA, P.C., CohnReznick LLP, Fox, Smolen & Associates Inc., and Macias Gini & O'Connell LLP. The evaluation committee consisted of employees from ARA, the Houston Public Library, and the Human Resources Department.

The proposals were evaluated based on the following criteria:

- 1. Responsiveness of Proposal;
- 2. Technical Competence; and
- 3. Price Proposal.

Avenu Insights & Analytics, LLC, BDO USA, P.C., and Fox, Smolen & Associates, Inc. received the highest overall scores and were deemed the best-qualified firms to meet the requirements outlined in the RFP.

Vendor Name	FY2026 Amount	Out Years Amount	Initial Allocation Amount
Avenu Insights & Analytics, LLC	\$50,000.00	\$150,000.00	\$200,000.00
BDO USA, P.C.	\$100,000.00	\$100,000.00	\$200,000.00
Fox, Smolen & Associates, Inc.	\$50,000.00	\$150,000.00	\$200,000.00
Total	\$200,000.00	\$400,000.00	\$600,000.00

M/WBE Subcontracting:

This RFP was advertised with a 6% M/WBE participation goal. Below is a breakdown of each vendor's participation:

Avenu Insights & Analytics, LLC submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Decision Information Resources	Statistical Analysis, Phone Surveying,	6%
	Research, and Data Collection	

BDO USA, P.C. submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Bickham Services Unlimited,	Statistical Analysis, Phone Surveying,	6%
LLC	Research, and Data Collection	

Fox, Smolen & Associates, Inc. submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Yoe CPA, LLC	Accounting, Auditing, CPA Services	6%

Pay or Play:

The proposed contract requires compliance with the City's 'Pay or Play' program regarding health benefits for employees of City contractors. In this case, Avenu Insights & Analytics, LLC and Fox, Smolen & Associates, Inc. will provide health benefits to eligible employees in compliance with City policy. BDO USA, P.C. provides benefits for some employees but will pay into the Contractor Responsibility Fund for others, in compliance with City policy.

Hire Houston First:

The proposed contract requires compliance with the City's Hire Houston First (HHF) ordinance that promotes economic opportunities for Houston businesses and supports job creation. In this case, Avenu Insights & Analytics, LLC, BDO USA, P.C., and Fox, Smolen & Associates, Inc. did not meet the requirements for HHF designation; no HHF firms were within three percent.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

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Jedediah Greenfield, Chief Procurement Officer,	Department Approval
Authority	
Finance/Strategic Procurement Division	

Department	FY 2026	Out Years	Total
General Government	\$200,000.00	\$400,000.00	\$600,000.00

Amount and Source of Funding:

\$600,000.00 – General Fund (1000)

Contact Information:

Name	Dept/Division	Phone No.:
Valerie Berry, Deputy Director	ARA	(832) 393-8510
Derek Kent, Division Manager	Finance/ SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance / SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/ SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 7/29/2025

Item Creation Date:

Doc1204277570 – Franchise Program Compliance Audit Services (Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc.) - ORDINANCE

Agenda Item#: 52.

Background:

Request for Proposals (RFP) received on September 19, 2024, for Doc1204277570 - Approve an ordinance awarding contracts to Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc. in the maximum contract amount of \$600,000.00 to provide professional franchise compliance audit services for a three (3) year contract with two (2) one-year renewal options for the Administration and Regulatory Affairs Department.

Specific Explanation:

The Director of the Administration and Regulatory Affairs Department (ARA) and the Chief Procurement Officer recommend that City Council approve an ordinance awarding a three (3) year contract term, with two (2) one-year renewal options, for a total of five (5) years to Avenu Insights & Analytics, LLC, BDO USA, P.C, and Fox, Smolen & Associates, Inc. in the total maximum contract amount of \$600,000.00 to provide franchise compliance audit services for ARA.

The scope of work requires the firms to provide professional auditing services, including reviewing relevant sections of the Houston Code of Ordinances and applicable federal, state, and county orders and franchise agreements. These reviews will focus on payments to the City and financial reporting related to the following entities:

- Certificated Telecommunications Providers
- Commercial solid waste transporters and haulers
- · Cable/video service providers
- · Electric and natural gas providers

The firms will be responsible for performing the following key auditing services:

- Examine franchise agreements approved by the City Council, endorsed by the Mayor, and accepted by each franchisee to ensure compliance.
- · Verify financial reporting and data for each audited company, including a thorough review of its books and records.
- Review the City's fee receipts for the audited company to confirm accurate and complete application in accordance with the franchise agreement and Texas statutes.
- Reconcile financial and fee payment reporting from the audited company against actual payments and receipts received by the City to ensure accuracy.

The RFP was advertised in accordance with the requirements of the State of Texas bid laws, and proposals were received from Avenu Insights and Analytics, LLC, BDO USA, P.C., CohnReznick LLP, Fox, Smolen & Associates Inc., and Macias Gini & O'Connell LLP. The evaluation committee consisted of employees from ARA, the Houston Public Library, and the Human Resources Department.

The proposals were evaluated based on the following criteria:

- 1. Responsiveness of Proposal:
- 2. Technical Competence; and
- 3. Price Proposal.

Avenu Insights & Analytics, LLC, BDO USA, P.C., and Fox, Smolen & Associates, Inc. received the highest overall scores and were deemed the best-qualified firms to meet the requirements outlined in the RFP.

Vendor Name	FY2026	Out Years Amount	Initial Allocation
	Amount		Amount
Avenu Insights & Analytics, LLC	\$50,000.00	\$150,000.00	\$200,000.00
BDO USA, P.C.	\$100,000.00	\$100,000.00	\$200,000.00
Fox, Smolen & Associates, Inc.	\$50,000.00	\$150,000.00	\$200,000.00
Total	\$200,000.00	\$400,000.00	\$600,000.00

M/WBE Subcontracting:

This RFP was advertised with a 6% M/WBE participation goal. Below is a breakdown of each vendor's participation:

Avenu Insights & Analytics, LLC submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Decision Information Resources	Statistical Analysis, Phone Surveying, Research, and Data Collection	6%

BDO USA, P.C. submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Bickham Services Unlimited,	Statistical Analysis, Phone Surveying,	6%
LLC	Research, and Data Collection	

Fox, Smolen & Associates, Inc. submitted a 6% participation plan.

Vendor Name	Type of Work	Percentage
Yoe CPA, LLC	Accounting, Auditing, CPA Services	6%

Pay or Play:

The proposed contract requires compliance with the City's 'Pay or Play' program regarding health benefits for employees of City contractors. In this case, Avenu Insights & Analytics, LLC and Fox, Smolen & Associates, Inc. will provide health benefits to eligible employees in compliance with City policy. BDO USA, P.C. provides benefits for some employees but will pay into the Contractor Responsibility Fund for others, in compliance with City policy.

Hire Houston First:

The proposed contract requires compliance with the City's Hire Houston First (HHF) ordinance that promotes economic opportunities for Houston businesses and supports job creation. In this case, Avenu Insights & Analytics, LLC, BDO USA, P.C., and Fox, Smolen & Associates, Inc. did not meet the requirements for HHF designation; no HHF firms were within three percent.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.
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Jedediah Greenfield, Chief Procurement Officer, Finance/Strategic Procurement Division

Department Approval Authority

Department	FY 2026	Out Years	Total	
General Government	\$200,000.00	\$400,000.00	\$600,000.00	

7/21/2025

Amount and Source of Funding:

\$600,000.00 - General Fund (1000)

Contact Information:

Name	Dept/Division	Phone No.:
Valerie Berry, Deputy Director	ARA	(832) 393-8510
Derek Kent, Division Manager	Finance/ SPD	(832) 393-8733
Candice Gambrell, Assistant Director	Finance / SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	Finance/ SPD	(832) 393-9126

ATTACHMENTS:

Description	Туре
COF	Financial Information
Avenu Insights_Partially Executed Contract	Contract/Exhibit
Avenu Insights_COI	Other
Avenu Insights_AM Best	Other
Avenu Insights_CIQ	Other
Avenu Insights_Drug Form	Other
Avenu Insights_Ownership Form	Other
Avenu Insights_Clear Tax Form	Other
Avenu Insights_MWBE	Other
Avenu Insights_POP 1_2_3	Other
Avenu Insights_1295 Form	Other

Avenu Insights_OA Screenshot Other

BDO_Partially Executed Contract Contract/Exhibit

BDO_COI Other BDO_AM Best Other BDO_CIQ Other BDO_Drug Form Other BDO_Ownership Form Other BDO_Clear Tax Form Other **BDO MWBE** Other BDO_POP 1_2_3 Other BDO_1295 Form Other BDO_OA Screenshot Other

FoxSmolen_Partially Executed Contract Contract/Exhibit

FoxSmolen_COI Other FoxSmolen_AM Best Other FoxSmolen_CIQ Other FoxSmolen_Drug Form Other FoxSmolen_Ownership Form Other FoxSmolen Clear Tax Form Other FoxSmolen MWBE Other FoxSmolen_POP 1_2_3 Other FoxSmolen 1295 Form Other FoxSmolen_OA Screenshot Other



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/24/2025

Doc1180305603 - Conversational Language Testing Services (Berlitz Languages, Inc.) – ORDINANCE

Agenda Item#: 53.

Summary:

ORDINANCE approving and awarding contract to **BERLITZ LANGUAGES**, **INC** to provide Conversational Language Testing Services for Various Departments; providing a maximum contract amount - 3 Years with 2 one-year options - \$482,423.81 - General and Central Service Revolving Funds

Background:

Request for Proposals (RFP) received on September 5, 2024, for Doc1180305603 - Approve an ordinance awarding a contract to Berlitz Languages, Inc., in the maximum contract amount of \$482,423.81 to provide conversational language testing services for the Houston Police Department, Houston Fire Department, and the Human Resources Department.

Specific Explanation:

The Chief of the Houston Police Department, the Chief of the Houston Fire Department, the Director of the Human Resources, and the Chief Procurement Officer recommend that City Council approve an ordinance awarding a three (3) year contract, with two (2) one-year renewal options, for a maximum five-year contract term to Berlitz Languages, Inc., in the maximum contract amount of \$482,423.81 to provide conversational language testing services for the Houston Police Department (HPD), Houston Fire Department (HFD) and the Human Resources Department (HR).

The scope of work requires the contractor to provide all supervision, labor, materials, supplies, equipment, facilities, supervision, and insurance necessary to provide conversational language testing services in Chinese, (Mandarin and Cantonese), Russian, Vietnamese, Spanish, Korean, Arabic, Hindu, Urdu, Farsi, French Thai, Italian, German, Portuguese, Tagalog, Malayalam, Malay, Greek, Japanese, Dutch, Haitian Creole, Polish, Romanian, Yoruba, Igbo, Kinyarwanda, Khmer, Gujarati, and Hebrew, Bosnian, Swahili, Hungarian, Nepali, Turkish, Bulgarian, Kannada, Bangla, English, and American Sign Language (ASL) for the HPD, HFD, and HR. The purpose of the conversational language testing services is to ensure that City of Houston employees can communicate effectively in various languages with citizens to provide them with the best service and assistance possible.

The RFP was advertised in accordance with the State of Texas bid laws, and proposals were

received from Berlitz Languages, Inc. and Universe Technical Translation, Inc. The Evaluation Committee consisted of employees from the HPD and HFD.

The proposals were evaluated based upon the following criteria:

- Responsiveness of Proposal
- Technical Competence
- Cost Proposal

Berlitz Languages, Inc. received the highest overall scores and was deemed the best qualified to perform the requirements as outlined in the RFP.

M/WBE Participation:

MWBE Zero Percentage Goal document approved by the Office of Business Opportunity.

Pay or Play Program:

The contract requires compliance with the City's "Pay or Play" Ordinance regarding health benefits for employees of City Contractors. In this case Berlitz Languages, Inc has elected to do both, to pay the Contractor Responsibility Fund and to play and will provide health benefits to eligible employees in compliance with City policy.

Hire Houston First:

The proposed contract requires compliance with the City's 'Hire Houston First' (HHF) ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case Berlitz Language, Inc. is not a designated company; therefore, the HHF preference was not applied to the award of the contract.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Jedediah Greenfield
Chief Procurement Officer
Finance/Strategic Procurement Division

Department Approval Authority Signature

Estimated Spending Authority				
Department	FY26	Out Years	Total	
HPD	\$33,000.00	\$132,000.00	\$165,000.00	
HFD	\$4,000.00	\$63,423.81	\$67,423.81	
HR	\$50,000.00	\$200,000.00	\$250,000.00	
TOTAL	\$87,000.00	\$395,423.81	\$482,423.81	

Amount and Source of Funding:

\$232,423.81 – General Fund (1000) \$250,000.00 – Central Service Revolving Fund (1002) \$482,423.81 Total

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308-1708
Carla Coleman, Assistant Director	Human Resources	(832) 393-6141
Viviaan Alba-Cruz, Division Manager	HFD	(832) 394-6755
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393-9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/24/2025

Doc1180305603 - Conversational Language Testing Services (Berlitz Languages, Inc.) – ORDINANCE

Agenda Item#: 42.

Summary:

AN ORDINANCE APPROVING AND AWARDING A CONTRACT TO BERLITZ LANGUAGES, INC. TO PROVIDE CONVERSATIONAL LANGUAGE TESTING SERVICES FOR VARIOUS DEPARTMENTS; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

Background:

Request for Proposals (RFP) received on September 5, 2024, for Doc1180305603 - Approve an ordinance awarding a contract to Berlitz Languages, Inc., in the maximum contract amount of \$482,423.81 to provide conversational language testing services for the Houston Police Department, Houston Fire Department, and the Human Resources Department.

Specific Explanation:

The Chief of the Houston Police Department, the Chief of the Houston Fire Department, the Director of the Human Resources, and the Chief Procurement Officer recommend that City Council approve an ordinance awarding a **three (3) year contract, with two (2) one-year renewal options, for a maximum five-year contract term to Berlitz Languages, Inc.,** in the maximum contract amount of **\$482,423.81** to provide conversational language testing services for the Houston Police Department (HPD), Houston Fire Department (HFD) and the Human Resources Department (HR).

The scope of work requires the contractor to provide all supervision, labor, materials, supplies, equipment, facilities, supervision, and insurance necessary to provide conversational language testing services in Chinese, (Mandarin and Cantonese), Russian, Vietnamese, Spanish, Korean, Arabic, Hindu, Urdu, Farsi, French Thai, Italian, German, Portuguese, Tagalog, Malayalam, Malay, Greek, Japanese, Dutch, Haitian Creole, Polish, Romanian, Yoruba, Igbo, Kinyarwanda, Khmer, Gujarati, and Hebrew, Bosnian, Swahili, Hungarian, Nepali, Turkish, Bulgarian, Kannada, Bangla, English, and American Sign Language (ASL) for the HPD, HFD, and HR. The purpose of the conversational language testing services is to ensure that City of Houston employees can communicate effectively in various languages with citizens to provide them with the best service and assistance possible.

The RFP was advertised in accordance with the State of Texas bid laws, and proposals were received from Berlitz Languages, Inc. and Universe Technical Translation, Inc. The Evaluation Committee consisted of employees from the HPD and HFD.

The proposals were evaluated based upon the following criteria:

- Responsiveness of Proposal
- Technical Competence
- Cost Proposal

Berlitz Languages, Inc. received the highest overall scores and was deemed the best qualified to perform the requirements as outlined in the RFP.

M/WBE Participation:

MWBE Zero Percentage Goal document approved by the Office of Business Opportunity.

Pay or Play Program:

The contract requires compliance with the City's "Pay or Play" Ordinance regarding health benefits for employees of City Contractors. In this case Berlitz Languages, Inc has elected to do both, to pay the Contractor Responsibility Fund and to play and will provide health benefits to eliqible employees in compliance with City policy.

Hire Houston First:

The proposed contract requires compliance with the City's 'Hire Houston First' (HHF) ordinance that promotes economic opportunity for Houston businesses and supports job creation. In this case Berlitz Language, Inc. is not a designated company; therefore, the HHF preference was not applied to the award of the contract.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.



Jedediah Greenfield A077C41A

Department Approval Authority Signature

Chief Procurement Officer

Finance/Strategic Procurement Division

Estimated Spending Authority				
Department	FY26	Out Years	Total	
HPD	\$33,000.00	\$132,000.00	\$165,000.00	
HFD	\$4,000.00	\$63,423.81	\$67,423.81	
HR	\$50,000.00	\$200,000.00	\$250,000.00	
TOTAL	\$87,000.00	\$395,423.81	\$482,423.81	

Amount and Source of Funding:

\$232,423.81 – General Fund (1000) \$250,000.00 – Central Service Revolving Fund (1002)

\$482,423.81 Total

Contact Information:

Name	Dept/Division	Phone No.:
Sonja O'Dat, Executive Staff Analyst	HPD	(713) 308-1708
Carla Coleman, Assistant Director	Human Resources	(832) 393-6141
Viviaan Alba-Cruz, Division Manager	HFD	(832) 394-6755
Veronica Pacheco, Division Manager	Finance/SPD	(832) 393-9151
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

MWBE Goal Document **Backup Material Backup Material** Ownership Form Clear Tax Report **Backup Material** Certification of Funds Financial Information Acknowledged Form 1295 **Backup Material** Conflict of Interest Questionnaire Backup Material

POP Forms Backup Material Contract Backup Material Signed coversheet Signed Cover sheet Funding Verification-HFD Financial Information Financial Information Funding Verification for HR HFD Purchase Reg. Financial Information HPD Purchase Req. Financial Information HR Purchase Req. Financial Information Ordinance/Resolution/Motion Ordinance

OA number Financial Information Partially Signed Contract Contract/Exhibit Funding Verification - HPD Financial Information



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/11/2025

L32466.A1 - Maintenance Services of Forebays 1 & 2 at the East Water Purification Plant (Denali Water Solutions, LLC)
- ORDINANCE

Agenda Item#: 54.

Summary:

ORDINANCE amending Ordinance No. 2025-0208 (Passed March 19, 2025) to amend maximum contract amount for contract between City of Houston and **DENALI WATER SOLUTIONS, LLC** for Maintenance Services of Forebays 1 and 2 at East Water Purification Plant for Houston Public Works (as approved by Ordinance No. 2025-0208)

Background:

(P23-L32466.A1) – Approve an amending ordinance to Ordinance No. 2025-0208 (approved on March 19, 2025) to amend the maximum contract amount to \$8,735,250.00 for Contract No. 4600018620 between the City of Houston and Denali Water Solutions, LLC for maintenance services of Forebays 1 and 2 at the East Water Purification Plant for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works (HPW) and the Chief Procurement Officer recommend that City Council approve an amending ordinance to amend the maximum contract amount **to \$8,735,250.00** for maintenance services of Forebays 1 and 2 at the East Water Purification Plant (EWPP) between the City of Houston and Denali Water Solutions, LLC. This amendment is necessary to correct the maximum contract amount for services to be provided for HPW.

The contract was awarded on March 19, 2025, by Ordinance No. 2025-0208, for a three-year term, with two one-year options. At the time of City Council Approval, the Ordinance was inadvertently developed with the incorrect maximum contract amount of \$873,525.00. The original RCA correctly reflected the intended maximum contract amount of \$8,735,250.00. As HPW is projected to utilize the entire contract amount, the original ordinance must be amended to correct the clerical error and reflect the intended maximum contract amount of \$8,735,250.00.

The scope of work requires the contractor to provide maintenance services for Forebays 1 & 2 at the EWPP to aid in the operation of the water purification plant. This project includes the removal and disposal of sediments that have accumulated at the EWPP since the last cleaning and removal of overgrown vegetation inside and around the perimeter of the forebays.

MWBE Participation:

The BVB was advertised with a 27.5% goal for M/WBE participation. Denali Water Solutions, LLC has designated the company below as its certified M/WBE subcontractor.

Name			Type of Work	Amount	Percentage
Captain Services	Supply	and	Pump Transport	\$2,402,193.75	27.5%

Fiscal Note:

There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Indediah Granfield, Chief Presurement Officer

Randall V. Macchi, Director Houston Public Works

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Prior Council Action:

Ordinance 2025-0208; Passed March 19, 2025

Amount and Source of Funding:

No Funding Required

Contact Information:

Erika Lawton, Division Manager	SPD/HPW	(832) 395-2833
Brian Blum, Assistant Director	HPW/PFW	(832) 395-2717
Candice Gambrell, Assistant	Finance/SPD	(832) 393-9129
Jedediah Greenfield, Chief Procurement Officer	r Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: ALL

Item Creation Date: 7/11/2025

L32466.A1 - Maintenance Services of Forebays 1 & 2 at the East Water Purification Plant (Denali Water Solutions, LLC) - ORDINANCE

Agenda Item#:

Background:

(P23-L32466.A1) - Approve an amending ordinance to Ordinance No. 2025-0208 (approved on March 19, 2025) to amend the maximum contract amount to \$8,735,250.00 for Contract No. 4600018620 between the City of Houston and Denali Water Solutions, LLC for maintenance services of Forebays 1 and 2 at the East Water Purification Plant for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works (HPW) and the Chief Procurement Officer recommend that City Council approve an amending ordinance to amend the maximum contract amount to \$8,735,250.00 for maintenance services of Forebays 1 and 2 at the East Water Purification Plant (EWPP) between the City of Houston and Denali Water Solutions, LLC. This amendment is necessary to correct the maximum contract amount for services to be provided for HPW.

The contract was awarded on March 19, 2025, by Ordinance No. 2025-0208, for a three-year term, with two one-year options. At the time of City Council Approval, the Ordinance was inadvertently developed with the incorrect maximum contract amount of \$873,525.00. The original RCA correctly reflected the intended maximum contract amount of \$8,735,250.00. As HPW is projected to utilize the entire contract amount, the original ordinance must be amended to correct the clerical error and reflect the intended maximum contract amount of \$8,735,250.00.

The scope of work requires the contractor to provide maintenance services for Forebays 1 & 2 at the EWPP to aid in the operation of the water purification plant. This project includes the removal and disposal of sediments that have accumulated at the EWPP since the last cleaning and removal of overgrown vegetation inside and around the perimeter of the forebays.

MWBE Participation:

The BVB was advertised with a 27.5% goal for M/WBE participation. Denali Water Solutions, LLC has designated the company below as its certified M/WBE subcontractor.

Name			Type of Work	Amount	Percentage
Captain Services	Supply	and	Pump Transport	\$2,402,193.75	27.5%

Fiscal Note:

There is no impact to the fiscal budget or no additional spending authority. Therefore, no Fiscal Note is required as stated in the Financial Policies.

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Jedediah Greenfield. Chief Procurement Officer Finance/Strategic Procurement Division

Storeland. U Randall V. Macchi. Director

Houston Public Works

DocuSigned by:

Prior Council Action:

Ordinance 2025-0208; Passed March 19, 2025

Amount and Source of Funding:

No Funding Required

Contact Information:

Erika Lawton, Division Manager SPD/HPW (832) 395-2833 Brian Blum, Assistant Director HPW/PFW (832) 395-2717 Candice Gambrell, Assistant Finance/SPD (832) 393-9129 Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 393-9126

ATTACHMENTS:

Docusign Envelope ID: 1907FC7A-AFF1-489B-AA87-4093E7B48D81

Description

Original RCA Ordinance 2025-0208 Executed Agreement Type

Backup Material Backup Material Backup Material



Meeting Date: 8/12/2025

Item Creation Date: 7/17/2025

SR1545068891 Federal Lobbying Services

Agenda Item#: 55.

Summary:

ORDINANCE approving and authorizing contract between City of Houston and **AKIN GUMP STRAUSS HAUER & FELD LLP** for Federal Lobbyist Services; providing a maximum contract amount - 2 Years with 1 one-year option - \$1,337,400.00 - General and Enterprise Funds

Background:

Professional Services for S97-SR1545068891 - Approve an ordinance authorizing an agreement between the City of and Akin Gump Strauss Hauer & Feld LLP in the maximum contract amount of \$1,337,400.00 for Federal Lobbying & Services for various departments.

Specific Explanation:

The Chief Procurement Officer recommend that City Council approve an ordinance awarding a two-(2) year aç with one one-year option to Akin Gump Strauss Hauer & Feld LLP in the maximum contract a \$1,337,400.00 for a Federal Lobbying Services agreement for various departments.

The Mayor's Office of Intergovernmental Relations and the Houston Airport System's Office of Government Re collaborate with the vendor to identify and prepare for potential proactive legislation, track adverse legislation, and for the City's position on legislative and regulatory measures that may impact all City interests.

The scope of work requires the contractor to effectively represent the city government. This includes adadvocating on legislative, regulatory, and policy issues that are under consideration by the U.S. Congress a agencies. The contractor will specifically engage with various agencies, including but not limited to:

- U.S. Department of Transportation
- Federal Aviation Administration
- Department of Homeland Security
- Department of State
- Department of Justice
- Department of Energy
- Department of Defense
- Commerce Department
- Environmental Protection Agency
- National Aeronautics and Space Administration

The issues addressed are expected to have significant implications for all aspects of the City's interests.

MWBE Participation:

The professional services contract is being issued with a 19% goal for M/WBE participation. Akin Gump Stra Hauer & Feld LLP has designated the below-named company as its certified M/WBE subcontractor.

Name of Certified	Certification Type	Description of Work	% of Participation
			<u>'</u>

REM Se Mices , nc.	MBE	Assisting with	19%	
		consulting services		

Pay or Play:

The proposed contract requires compliance with the City's "Pay or Play" ordinance regarding health ber employees of City contractors. In this case, the contractor provides health benefits to eligible employees in cou with City policy.

Hire Houston First:

This procurement is exempt from the City's Hire Houston First Ordinance. Bids were not solicited because th utilizing a Professional Services Direct Award for these services.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as state Financial Policies.

Jedediah Greenfield	Department Approval Authority
Chief Procurement Officer	Signature

Estimated Spending Authority			
Department	FY2026	Out-Years	Award Amount
General Government	\$224,645.16	\$507,354.84	\$732,000.00
The Houston Airport System	\$185,400.00	\$420,000.00	\$605,400.00
Total	\$410,045.16	\$927,354.84	\$1,337,400.00

Amount and Source of Funding:

\$605,400.00 HAS Revenue Fund

Fund No: 8001

\$732,000.00 General Fund

Fund No.: 1000

Contact Information:

Name	Dept/Division	Phone No.:
Barbara Fisher, Division Manager	Finance/SPD	(832) 393-8722
Yesenia Chuca, Deputy Assistant Director	Finance /SPD	(832) 393-8727
Jedediah Greenfield, Chief Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type



Meeting Date: 7/29/2025

Item Creation Date: 7/17/2025

SR1545068891 Federal Lobbying Services

Agenda Item#: 40.

Summary:

NOT A REAL CAPTION

ORDINANCE authorizing an agreement between the City of Houston and **AKIN GUMP STRAUSS HAUER & FELD LLP** in the maximum contract amount of \$1,337,400.00 for Federal Lobbying & Consulting Services for various departments.

Background

Professional Services for S97-SR1545068891 - Approve an ordinance authorizing an agreement between the City of Houston and Akin Gump Strauss Hauer & Feld LLP in the maximum contract amount of \$1,337,400.00 for Federal Lobbying & Consulting Services for various departments.

Specific Explanation:

The Chief Procurement Officer recommend that City Council approve an ordinance awarding a two-(2) year agreement, with one one-year option to Akin Gump Strauss Hauer & Feld LLP in the maximum contract amount of \$1,337,400.00 for a Federal Lobbying Services agreen for various departments.

The Mayor's Office of Intergovernmental Relations and the Houston Airport System's Office of Government Relations will collaborate with the vendor to identify and prepare for potential proactive legislation, track adverse legislation, and advocate for the City's position on legislative and regulatory measures that may impact all City interests.

The scope of work requires the contractor to effectively represent the city government. This includes advising and advocating on legislative, regulatory, and policy issues that are under consideration by the U.S. Congress and federal agencies. The contractor will specifically engage with various agencies, including but not limited to:

- U.S. Department of Transportation
- Federal Aviation Administration
- Department of Homeland Security
- Department of State
- Department of Justice
- Department of Energy
- Department of Defense
- Commerce Department
- Environmental Protection Agency
- National Aeronautics and Space Administration
 The issues addressed are expected to have significant implications for all aspects of the City's interests.

MWBE Participation:

The professional services contract is being issued with a 19% goal for M/WBE participation. Akin Gump Strauss Hauer & Feld LLP has designated the below-named company as its certified M/WBE subcontractor.

Name of Certified	Certification Type	Description of Work	% of Participation
<u>MWBE</u>			
REM Services, Inc.	MBE	Assisting with consulting services	19%

<u>Pay or Play:</u>

The proposed contract requires compliance with the City's "Pay or Play" ordinance regarding health benefits for employees of City contractors. 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 were not solicited because the City is utilizing a Professional Services Direct Award for these services.

Fiscal Note:

Funding for this item is included in the FY2026 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

DocuSigned by:	
Jedediah Greenfield Chief Procurement Officer	Department Approval Authority Signature

Estimated Spending Authority				
Department	FY2026	Out-Years	Award Amount	
General Government	\$224,645.16	\$507,354.84	\$732,000.00	
The Houston Airport System	\$185,400.00	\$420,000.00	\$605,400.00	
Total	\$410,045.16	\$927,354.84	\$1,337,400.00	

Amount and Source of Funding: \$605,400.00 HAS Revenue Fund Fund No: 8001

\$732,000.00 General Fund

Fund No.: 1000

Contact Information:

Name	Dept/Division	Phone No.:
Barbara Fisher, Division Manager	Finance/SPD	(832) 393-8722
Yesenia Chuca, Deputy Assistant Director Jedediah Greenfield, Chief Procurement Officer	Finance /SPD Finance/SPD	(832) 393-8727 (832) 393-9126

ATTACHMENTS:

Description	Type
Certification of Funds HAS	Backup Material
Certification of Funds MYR	Backup Material
Professional Services Justification HAS	Backup Material
Professional Services Justification MYR	Backup Material
MWBE Verification Form	Backup Material
Drug Forms	Backup Material
Form 1295	Backup Material
Insurance	Backup Material
AM Best Rating	Backup Material
POP Forms	Backup Material
Signed coversheet	Signed Cover sheet
Funding Verification - Gen. Gov't	Financial Information
Form A - HAS	Financial Information



Meeting Date: 8/12/2025

Item Creation Date:

HPD_ICAC Grant: Subaward Agreement with Children
Assessment Center

Agenda Item#: 56.

Summary:

ORDINANCE approving and authorizing Sub-Award Agreement with CHILDREN'S ASSESSMENT CENTER FOUNDATION to be funded by Fiscal Year 2021 Internet Crimes Against Children Task Forces Grant Award through the United States Department of Justice, Office of Justice Programs

Background:

The Chief of Police for the Houston Police Department (HPD) recommends City Council approve an ordinance authorizing a Subaward Agreement with the Children's Assessment Center Foundation (CACF) in the amount of up to \$457,386.14 that will be entirely funded by the FY2021 Internet Crimes against Children (ICAC) Task Forces grant award through the U.S. Department of Justice, Office of Justice Programs. The period of the grant began October 1, 2021 and ends September 30, 2025. The grant also authorizes the Children's Assessment Center Foundation as a sub-awardee for the renovation of the ICAC Task Force hub.

The ICAC Task Force grant allows HPD to continue to reduce the exploitation of children by expanding the number of affiliate law enforcement agencies and personnel dedicated to investigating and prosecuting internet-related crimes against children.

Grant funds will be used for the renovation of the Children's Assessment Center Foundation. This renovation space will serve as a regional hub and multi-agency workspace, available for all affiliated agencies to conduct ICAC Task Force operations. As the lead agency of the Houston-Metro ICAC Task Force, HPD, in partnership with the CACF, will use the ICAC grant award for the buildout and modification of HPD's current office space at the CACF. CACF supervised the renovations and invoiced HPD for the costs. HPD will reimburse CACF for the renovation costs with the ICAC grant funds. HPD will not use any other funding source to reimburse for CACF's renovation costs.

The target geographical area of the grant program is the Houston Metropolitan Area, which includes incorporated and unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller Counties.

Fiscal Note:

No Fiscal Note is required on grant items.

J. Noe Diaz, Jr. Chief of Police

Prior Council Action:

Amount and Source of Funding:

Fund 5000 Federal Government - Grants Fund \$457,386.14

Contact Information:

Sonja O'Dat, Executive Staff Analyst Houston Police Department (713) 308-1627

ATTACHMENTS:

Description

Signed RCA

Type

Signed Cover sheet



Meeting Date: 7/8/2025

Item Creation Date:

HPD ICAC Grant: Subaward Agreement with Children Assessment Center

Agenda Item#: 27.

Background:

The Chief of Police for the Houston Police Department (HPD) recommends City Council approve an ordinance authorizing a Subaward Agreement with the Children's Assessment Center Foundation (CACF) in the amount of up to \$457,386.14 that will be entirely funded by the FY2021 Internet Crimes against Children (ICAC) Task Forces grant award through the U.S. Department of Justice, Office of Justice Programs. The period of the grant began October 1, 2021 and ends September 30, 2025. The grant also authorizes the Children's Assessment Center Foundation as a sub-awardee for the renovation of the ICAC Task Force hub.

The ICAC Task Force grant allows HPD to continue to reduce the exploitation of children by expanding the number of affiliate law enforcement agencies and personnel dedicated to investigating and prosecuting internet-related crimes against children.

Grant funds will be used for the renovation of the Children's Assessment Center Foundation. This renovation space will serve as a regional hub and multi-agency workspace, available for all affiliated agencies to conduct ICAC Task Force operations. As the lead agency of the Houston-Metro ICAC Task Force, HPD, in partnership with the CACF, will use the ICAC grant award for the buildout and modification of HPD's current office space at the CACF. CACF supervised the renovations and invoiced HPD for the costs. HPD will reimburse CACF for the renovation costs with the ICAC grant funds. HPD will not use any other funding source to reimburse for CACF's renovation costs.

The target geographical area of the grant program is the Houston Metropolitan Area, which includes incorporated and unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller Counties.

Fiscal Note:

No Fiscal Note is required on grant items.

-Signed by:

J. Noe Diaz, Jr. Chief of Police

Prior Council Action:

Amount and Source of Funding:

Fund 5000 Federal Government - Grants Fund \$457,386.14

Contact Information:

Sonja O'Dat, Executive Staff Analyst Houston Police Department (713) 308-1627



Meeting Date: 8/12/2025 District E Item Creation Date: 6/24/2025

HPW - 20WR574 - Second Amendment to Agreement for Capacity in Sanitary Sewer Conveyance Facilities - Baybrook Municipal Utility District No. 1

Agenda Item#: 57.

Summarv:

ORDINANCE approving and authorizing second amendment to agreement between City of Houston and **BAYBROOK MUNICIPAL UTILITY DISTRICT NO. 1** for Capacity in Sanitary Sewer Conveyance Facilities (as approved by Ordinance No. 1989-1042 and as amended by Ordinance No. 2008-1142) - **DISTRICT E - FLICKINGER**

Background:

<u>SUBJECT:</u> Second Amendment to the Agreement for Capacity in Sanitary Sewer Conveyance Facilities between the City of Houston and Baybrook Municipal Utility District No. 1.

RECOMMENDATION: Approve an ordinance authorizing the Second Amendment to the Agreement for Capacity in Sanitary Sewer Conveyance Facilities between the City of Houston and Baybrook Municipal Utility District No. 1.

LOCATION: The project area is generally bound by El Dorado Boulevard on the north, Gulfbrook Drive on the south, Interstate Highway 45 on the east and Glenwest Drive on the west.

PREVIOUS HISTORY AND SCOPE: The City of Houston (the "City") and Baybrook Municipal Utility District No. 1 (the "District") entered into an Agreement for Capacity in Sanitary Sewer Conveyance Facilities (the "Original Agreement") on July 5, 1989, by Ordinance No. 1989-1042, to provide conveyance capacity to the District to transport sewage to the Blackhawk Wastewater Treatment Plant.

The City approved the First Amendment to the Agreement for Capacity in Sanitary Sewer Conveyance Facilities (the "First Amendment") on December 10, 2008, by Ordinance No. 2008-1142 to outline the costs to upgrade Lift Station 142-1 and for the City to utilize the District's new facilities.

SCOPE OF THIS AMENDMENT: The requested Second Amendment (the "Second Amendment") addresses the need for unique sites that may require the City and the District to create alternative billing calculations, metering, or design drawings, not contemplated by the Original Agreement. These unique sites will be incorporated through individual Addendum and are to be signed by the Director of Houston Public Works. The Second Amendment includes the first unique site, Mr. Car Wash.

Randall V. Macchi, JD Director. Houston Public Works

Prior Council Action:

Ordinance No. 1989-1042, dated July 5, 1989 Ordinance No. 2008-1142, dated December 10, 2008

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Phillip Goodwin, Senior Assistant Director	HPW Houston Water	832.395.3075

ATTACHMENTS:

Description

Signed Coversheet Map Type

Signed Cover sheet Backup Material



Meeting Date: District E Item Creation Date: 6/24/2025

HPW - 20WR574 - Second Amendment to Agreement for Capacity in Sanitary Sewer Conveyance Facilities - Baybrook Municipal Utility District No. 1

Agenda Item#:

Background:

<u>SUBJECT:</u> Second Amendment to the Agreement for Capacity in Sanitary Sewer Conveyance Facilities between the City of Houston and Baybrook Municipal Utility District No. 1.

RECOMMENDATION: Approve an ordinance authorizing the Second Amendment to the Agreement for Capacity in Sanitary Sewer Conveyance Facilities between the City of Houston and Baybrook Municipal Utility District No. 1.

LOCATION: The project area is generally bound by El Dorado Boulevard on the north, Gulfbrook Drive on the south, Interstate Highway 45 on the east and Glenwest Drive on the west.

PREVIOUS HISTORY AND SCOPE: The City of Houston (the "City") and Baybrook Municipal Utility District No. 1 (the "District") entered into an Agreement for Capacity in Sanitary Sewer Conveyance Facilities (the "Original Agreement") on July 5, 1989, by Ordinance No. 1989-1042, to provide conveyance capacity to the District to transport sewage to the Blackhawk Wastewater Treatment Plant.

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SCOPE OF THIS AMENDMENT: The requested Second Amendment (the "Second Amendment") addresses the need for unique sites that may require the City and the District to create alternative billing calculations, metering, or design drawings, not contemplated by the Original Agreement. These unique sites will be incorporated through individual Addendum and are to be signed by the Director of Houston Public Works. The Second Amendment includes the first unique site, Mr. Car Wash.

— DocuSigned by:

7/16/2025

Randall V. Macchi, JD

Director, Houston Public Works

Prior Council Action:

Ordinance No. 1989-1042, dated July 5, 1989 Ordinance No. 2008-1142, dated December 10, 2008

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Phillip Goodwin, Senior Assistant Director	HPW Houston Water	832.395.3075

ATTACHMENTS:

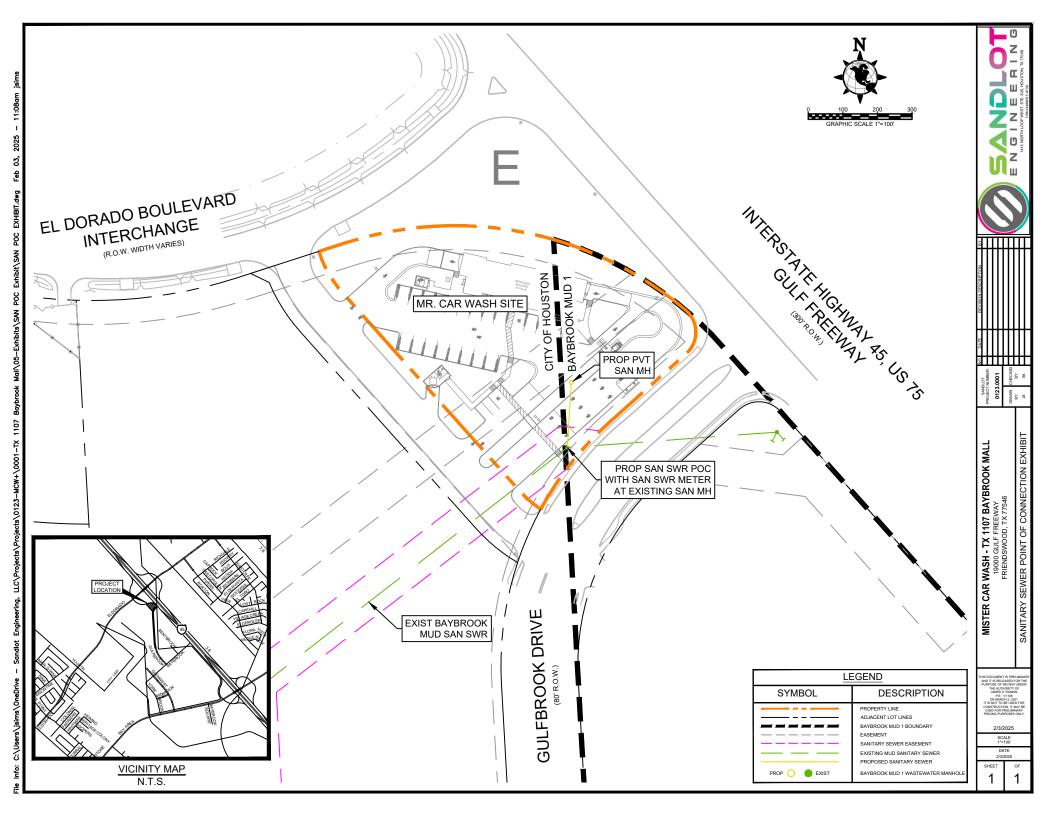
Description

Type

iviap

Backup Material Backup Material

Prior Council Action





Meeting Date: 8/12/2025
District A, District B, District C, District E, District H, District I
Item Creation Date:

HPW - 20FMS135 - SS4A Grant Application Citywide Safe School Access

Agenda Item#: 58.

Summary:

ORDINANCE approving and authorizing submission of Grant Application to the U.S. DEPARTMENT OF TRANSPORTATION Safe Streets and Roads for All Program (SS4A) for the Citywide Safe School Access Program; declaring the city's eligibility for such Grant; authorizing the Director of Houston Public Works or Director's Designee ("Director") to act as the City's representative in the Grant application process, to accept such Grant Funds, if awarded, and to apply for and accept all subsequent awards, if any, pertaining to the program - DISTRICTS A-PECK; B - JACKSON; C - KAMIN; E - FLICKINGER; H - CASTILLO and I - MARTINEZ

Background:

RECOMMENDATION: Approve an ordinance for authorization to apply to the U.S. Department of Transportation's Safe Streets and Roads For All Program (SS4A) for the Citywide Safe School Access Program; declaring the City's eligibility for such grant: authorizing the Director of Houston Public Works (HPW) or Director's designee to act as signatory on the grant application with authority to apply.

SPECIFIC EXPLANATION:

The City of Houston is pursuing SS4A funds to design and construct strategic improvements to create safer pedestrian access for students attending schools in eight locations across the city. See attached list for locations.

The Citywide Safe School Access Program involves sidewalk and intersection improvements to enhance student access to and from a total of 21 pre-K to 12th grade schools. This project will also improve access for Houston's METRO bus riders as seven of the eight locations are adjacent to fixed bus routes that see over 9,200 boardings each week.

The total projected cost is approximately over \$25.1 million, with an anticipated local share of 20% of the total project cost. If awarded, the City of Houston will be responsible for all non-reimbursable costs and 100% of overruns, if any. The table below identifies the requested funding amount, estimated local share and projected total cost. If awarded, grant agreement approval and appropriation of the local share will be requested at a later date.

Project	Federal Request	% of Federal	Estimated Local Match	% of Local	Total Project Cost Estimate

		Share		Match Share	
Citywide Safe School Access Program	\$20,139,200.00	80%	\$5,034,800.00	20%	\$25,174,000.00

FISCAL NOTE:

No fiscal note is required on grant items.

No Significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD Director, Houston Public Works

Amount and Source of Funding:

\$20,139.200.00 Federal Government - HPW Grant Funded DDSRF 5400 \$5,034,800.00 Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax Fund 4046 (Future Appropriation)

Contact Information:

Name	Service Line	Contact Number
Roberto Medina, Assistant	DO-HPW Council Liaison	832.395.2456
Director	Office	
Maria Perez, HPW Agenda	DO-HPW Council Liaison	832.395.2282
Coordinator	Office	
David Wurdlow,	HPW – Financial	832.395.2054
Sr. Assistant Director	Management Services	

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet List of School Locations Backup Material



Meeting Date:
District A, District B, District C, District E, District H, District I
Item Creation Date:

HPW - 20FMS135 - SS4A Grant Application Citywide Safe School Access

Agenda Item#:

Background:

RECOMMENDATION: Approve an ordinance for authorization to apply to the U.S. Department of Transportation's Safe Streets and Roads For All Program (SS4A) for the Citywide Safe School Access Program; declaring the City's eligibility for such grant: authorizing the Director of Houston Public Works (HPW) or Director's designee to act as signatory on the grant application with authority to apply.

SPECIFIC EXPLANATION:

The City of Houston is pursuing SS4A funds to design and construct strategic improvements to create safer pedestrian access for students attending schools in eight locations across the city. See attached list for locations.

The Citywide Safe School Access Program involves sidewalk and intersection improvements to enhance student access to and from a total of 21 pre-K to 12th grade schools. This project will also improve access for Houston's METRO bus riders as seven of the eight locations are adjacent to fixed bus routes that see over 9,200 boardings each week.

The total projected cost is approximately over \$25.1 million, with an anticipated local share of 20% of the total project cost. If awarded, the City of Houston will be responsible for all non-reimbursable costs and 100% of overruns, if any. The table below identifies the requested funding amount, estimated local share and projected total cost. If awarded, grant agreement approval and appropriation of the local share will be requested at a later date.

Project	Federal Request	% of Federal	Estimated Local	% of Local Match	Total Project Cost
		Share	Match	Share	Estimate
Citywide Safe	\$20,139,200.00	80%	\$5,034,800.00	20%	\$25,174,000.00
School Access					
Program					

FISCAL NOTE:

No fiscal note is required on grant items.

No Significant Fiscal Operating Impact is anticipated as a result of this project.

─DocuSigned by:

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7/23/2025

Randall V. Macchi, JD

Director, Houston Public Works

Amount and Source of Funding:

\$20,139.200.00 Federal Government - HPW Grant Funded DDSRF 5400

\$5,034,800.00 Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax Fund 4046 (Future Appropriation)

Contact Information:

Name	Service Line	Contact Number
Roberto Medina, Assistant	DO-HPW Council Liaison	832.395.2456
Director	Office	
Maria Perez, HPW Agenda	DO-HPW Council Liaison	832.395.2282
Coordinator	Office	
David Wurdlow,	HPW – Financial	832.395.2054
Sr. Assistant Director	Management Services	

ATTACHMENTS:

DescriptionCity Finance Approval of RCA
List of School Locations

Type

Backup Material

Docusign Envelope ID: C9FAFD22-D43F-4A69-A1D1-B648C28F9AD7

Crant Application Narrative

Backup Material

COH Council District	Primary Priority Schools	Additional School Connections	SS4A Project Component Location	Transit Connections
A	Spring Branch Elementary School		Campbell Road from Blalock Road east to Peppermill Road	METRO Bus Service (nearby)
В	GW Carver Senior High School; Drew Academy		West Little York from Carver Road east to Drew Academy; Carver Road from West Little York north to S. Victory St	METRO Bus Service (immediately adjacent)
В	Hilliard Elementary School	Reece Academy; Houston Academy	Mesa Drive from Ley Drive north to E. Houston Road; Tidwell Road from Mesa Drive east to near Balsam Lane	METRO Bus Service (immediately adjacent)
С	Waltrip High School		Oak Forest Drive from W. 34th Street north to Lou Ellen Lane	METRO Bus Service (immediately adjacent)
1	James DeAnda Elementary	The Varnett School - Northeast (charter); Fonwood Early Childhood Center (HISD); Kipp Northeast College Preparatory & Legacy Preparator & Polaris Academy for Boys & Voyage Academy for Girls	Ballatine Street from Tareyton Lane south to Almeda Genoa Road	METRO Bus Service (nearby)
E	Rucker Elementary School		Allen Genoa Road from Gober Street south to Gulf Street; Richey Street from Allen Genoa Road south to Spring Creek Lane	METRO Bus Service (immediately adjacent)
H & B	Cook Elementary School:	Williams Elementary; Queens Intermediate; Nelda Sullivan Middle School	Bennington Drive from Hirsch Road east to Bonita Street	METRO Bus Service (immediately adjacent)
I	Furr High School		Oates Road from Dunvegan Way to Valencia Drive; complete sidewalk gaps on Dunvegan Way and Mercury Drive	None



Meeting Date: 8/12/2025 ALL Item Creation Date: 3/18/2025

HPW – 20DWO133 Contract Award/ V&S Construction Company, LLC

Agenda Item#: 59.

Summary:

ORDINANCE awarding contract to **V&S CONSTRUCTION COMPANY**, **LLC** for Miscellaneous Small Diameter Waterline, Fire Hydrant and Valve Rehabilitation and Repairs Package III; 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 testing services and contingencies relating to construction of facilities financed by the Water & Sewer System Operating Fund; providing a maximum contract amount - \$4,217,102.00

Background:

SUBJECT: Contract Award for Miscellaneous Small Diameter Waterline, Fire Hydrant, Valve Rehab & Repairs – Package III

RECOMMENDATION: Award a Construction Contract to V&S Construction Company, LLC. for Miscellaneous Small Diameter Waterline, Fire Hydrant, Valve Rehab & Repairs, and allocate funds.

PROJECT NOTICE/JUSTIFICATION: This project will provide for the removal, disposal and installation of new diameter waterline valves, fire hydrant and related work.

<u>DESCRIPTION/SCOPE:</u> This project consists of replacement of small diameter waterline, valves that are deteriorated beyond repair. This project includes the replacement fo fire hydrants, installation of new valves and the replacement of some small diameter waterlines that are associated with the valves. The contract duration for this project is 730 calendar days.

LOCATION: The project area is generally bounded by the City Limits.

BIDS: This project was advertised for bidding on November 15, 2024 and Bids were received on December 05, 2024. The (5) bids are as follows:

	Bidder	Bid Amount
1.	V&S Construction Company, LLC	\$3,873,431.08
2.	Reytec Construction Resources,	\$3,917,604.02
	Inc	

3.	Texkota Enterprises, LLC	\$3,979,446.14
4.	T Construction, LLC	\$4,191,476.25
5.	TIKON Group, Inc.	\$9,063,751.53

AWARD: It is recommended that this construction contract be awarded to V&S Construction Company, LLC with a low bid of \$3,873,431.08.

PROJECT COST: The total cost of this project is \$4,217,102.00. to be allocated as follows:

Bid Amount	\$3,873,431.08
Contingency	\$193,670.92
Testing Services	\$150,000.00

Testing Services will be provided by UES Professional Solutions 44, LLC (formerly Alpha Testing, 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 businesses and supports job creation. In this case, the proposed contractor is a designated HHF company but is the successful awardee without the application of the HHF preference.

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/WSBE PARTICIPATION: The Contractor has submitted the following proposed program to satisfy the 15.00% MBE goal and 8.00% WBE goal for this project.

MBE – Name of Firm	Work Description	<u>Amount</u>	% of Contract
1. V&S Construction Company, LLC	Waterline Installation	\$445,444.57	11.50%
2. WM Trucking & Excavating,	Dump Truck	\$77,468.62	2.00%
Inc. ARS Construction, LLC	Concrete Services	\$58,101.47	<u>1.50%</u>
·	TOTAL	\$581,014.66	15.00%
WBE - Name of Firm	Work Description	<u>Amount</u>	<u>% of</u>
	-		Contract
1. Access Data Supply, LLC	Pipe Supplier	\$309,874.49	<u>8.00%</u>
	TOTAL	\$309,874.49	8.00%

FISCAL NOTE: Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. S-000700-0092-4

Estimated Spending Authority				
Department FY26 Out Years Total				
Houston Public Works	\$2,700,000.00	\$1,517,102.00	\$4,217,102.00	

Amount and Source of Funding:

\$4,217,102.00 from Fund No. 8300 - Water and Sewer System Operating Fund

Contact Information:

Roberto Medina,	DO-HPW Council Liaison Office	832-395-2456
-	DO-I II W Oddricii Lidison Omicc	002-000-2400
Assistant Director		
Maria Perez, HPW	DO-HPW Council Liaison Office	832-395-2282
Agenda Coordinator		
Brian Blum, Assistant	HPW/FMS – Procurement Fleet and	832-395-2717
Director	Warehousing	
Cheryl Tatum, Senior	HPW/FMS – Procurement Fleet and	832-395-3081
Staff Analyst	Warehousing	

-

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date: 3/18/2025

HPW - 20DWO133 Contract Award/ V&S Construction Company, LLC

Agenda Item#:

Background:

SUBJECT: Contract Award for Miscellaneous Small Diameter Waterline, Fire Hydrant, Valve Rehab & Repairs - Package III

RECOMMENDATION: Award a Construction Contract to V&S Construction Company, LLC. for Miscellaneous Small Diameter Waterline, Fire Hydrant, Valve Rehab & Repairs, and allocate funds.

PROJECT NOTICE/JUSTIFICATION: This project will provide for the removal, disposal and installation of new diameter waterline valves, fire hydrant and related work.

DESCRIPTION/SCOPE: This project consists of replacement of small diameter waterline, valves that are deteriorated beyond repair. This project includes the replacement fo fire hydrants, installation of new valves and the replacement of some small diameter waterlines that are associated with the valves. The contract duration for this project is 730 calendar days.

LOCATION: The project area is generally bounded by the City Limits.

BIDS: This project was advertised for bidding on November 15, 2024 and Bids were received on December 05, 2024. The (5) bids are as follows:

	Bidder	Bid Amount
1.	V&S Construction Company, LLC	\$3,873,431.08
2.	Reytec Construction Resources,	\$3,917,604.02
	Inc.	
3.	Texkota Enterprises, LLC	\$3,979,446.14
4.	T Construction, LLC	\$4,191,476.25
5.	TIKON Group, Inc.	\$9.063.751.53

AWARD: It is recommended that this construction contract be awarded to V&S Construction Company, LLC with a low bid of \$3,873,431.08.

PROJECT COST: The total cost of this project is \$4,217,102.00. to be allocated as follows:

 Bid Amount
 \$3,873,431.08

 Contingency
 \$193,670.92

 Testing Services
 \$150,000.00

Testing Services will be provided by UES Professional Solutions 44, LLC (formerly Alpha Testing, Inc.) under a previously approved contract.

<u>HIRE HOUSTON FIRST:</u> 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 is a designated HHF company but is the successful awardee without the application of the HHF preference.

<u>PAY OR PLAY PROGRAM:</u> 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/WSBE PARTICIPATION: The Contractor has submitted the following proposed program to satisfy the 15.00% MBE goal and 8.00% WBE goal for this project.

MBE – Name of Firm	Work Description	<u>Amount</u>	% of Contract
1. V&S Construction Company, LLC	Waterline Installation	\$445,444.57	11.50%
2. WM Trucking & Excavating,	Dump Truck	\$77,468.62	2.00%
Inc. ARS Construction, LLC	Concrete Services	<u>\$58,101.47</u>	<u>1.50%</u>
	TOTAL	\$581,014.66	15.00%
WBE – Name of Firm	Work Description	<u>Amount</u>	% of Contract
1. Access Data Supply, LLC	Pipe Supplier TOTAL	\$309,874.49 \$309,874.49	8.00% 8.00%

FISCAL NOTE: Funding for this item is included in the FY26 Adopted Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

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7/28/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. S-000700-0092-4

Estimated Spending Authority				
Department FY26 Out Years Total				
Houston Public Works	\$2,700,000.00	\$1,517,102.00	\$4,217,102.00	

Amount and Source of Funding:

\$4,217,102.00 from Fund No. 8300 - Water and Sewer System Operating Fund

Contact Information:

Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832-395-2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832-395-2282
Brian Blum, Assistant Director	HPW/FMS – Procurement Fleet and Warehousing	832-395-2717
Cheryl Tatum, Senior Staff Analyst	HPW/FMS – Procurement Fleet and Warehousing	832-395-3081

ATTACHMENTS:

Description Type Мар Backup Material Financial Documents Financial Information Form B Backup Material Form 1295 **Backup Material** Ownership Information Form Tax Report Backup Material **OBO** Documents Backup Material **POP Documents** Backup Material **Bid Tabulation** Backup Material Bid Extension Letter Backup Material



Meeting Date: 8/12/2025 District F, District J, District K Item Creation Date: 8/1/2025

HPW-20FMS120A - Appropriation for TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Chimney Rock Rd, Dairy Ashford Rd and Fondren Rd) (1 of 2)

Agenda Item#: 60.

Summary:

ORDINANCE appropriating \$114,975.00 out of Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax as an appropriation to Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Chimney Rock Rd, Dairy Ashford Rd, and Fondren Rd Traffic Safety Projects (CSJs 0912-72-709, 0912-72-713 and 0912-72-715); providing funding for CIP Cost Recovery relating to construction of facilities financed by Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax

Background:

<u>SUBJECT:</u> Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance appropriating \$114,975.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

SPECIFIC EXPLANATION: The proposed Agreement to be considered under the following agenda item includes compensation to TxDOT for direct costs associated with the Project.

The total requested amount of \$114.975.00 is to be appropriated as follows: \$109,500.00 as payment to TxDOT and \$5,475.00 for CIP Cost Recovery.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD Director, Houston Public Works WBS No. N-321040-B135-7; CSJ# 0912-72-709, 0912-72-713, 0912-72-715

Amount and Source of Funding:

\$114,975.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: District F, District J, District K Item Creation Date: 8/1/2025

HPW-20FMS120A - Appropriation for TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Chimney Rock Rd, Dairy Ashford Rd and Fondren Rd) (1 of 2)

Agenda Item#:

Background:

<u>SUBJECT:</u> Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance appropriating \$114,975.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

SPECIFIC EXPLANATION: The proposed Agreement to be considered under the following agenda item includes compensation to TxDOT for direct costs associated with the Project.

The total requested amount of \$114.975.00 is to be appropriated as follows: \$109,500.00 as payment to TxDOT and \$5,475.00 for CIP Cost Recovery.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

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Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-B135-7; CSJ# 0912-72-709, 0912-72-713, 0912-72-715

Amount and Source of Funding:

\$114,975.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

SAP Documents Financial Information



Meeting Date: 8/12/2025 District F, District J, District K Item Creation Date: 8/1/2025

HPW-20FMS120B - TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Chimney Rock Rd, Dairy Ashford Rd and Fondren Rd) (2 of 2)

Agenda Item#: 61.

Summary:

ORDINANCE approving and authorizing Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Chimney Rock Rd, Dairy Ashford Rd, and Fondren Rd Traffic Safety Projects (CSJs 0912-72-709, 0912-72-713 and 0912-72-715)

This item should only be considered after passage of Item 60 above

Background:

SUBJECT: Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP). The Department also requests City Council authorize the Director or their designee to act as the City's representative with the authority to accept and expend federal HSIP funds if and as obligated by the State and Federal Highway Administration ("FHWA") and to extend the term and/or budget and project period.

SPECIFIC EXPLANATION: The proposed Agreement between the City and TxDOT is for the construction of pedestrian safety improvements including sidewalks, crosswalks, signage and signals/beacons.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 100% of TxDOT's Direct Costs. HPW has requested Council appropriate \$109,500.00 for TxDOT Direct Costs under the preceding agenda item.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects. Construction contract costs that exceed the \$1,659,030.00 maximum obligated federal amount will be the City's responsibility. Appropriation of local funds for costs that exceed the maximum obligated federal amount will be requested at the time of construction contract award, if necessary.

LOCATION: There are three proposed locations:

Council			Federal
District	Project Location	Proposed Improvement	Cost Share
J	Chimney Rock Rd from IH 69	Pedestrian crosswalks, curb ramps, signs,	100%, up to
	to Bissonnet St	pavement markings, and rectangular	\$638,639.00
		rapid-flashing beacons.	
F	Dairy Ashford Rd from Alief-Clodine Rd	Pedestrian crosswalks, curb ramps, signs,	100%, up to
	to Bissonnet St	pavement markings, and rectangular	\$652,835.00
		rapid-flashing beacons.	

K	•	Pedestrian crosswalks, curb ramps, signs,	100%, up to
	to Buffalo Run	pavement markings, and rectangular rapid-flashing beacons.	\$367,556.00

FISCAL NOTE: No fiscal note is required on grant items.

No significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-B135-7; CSJ# 0912-72-709, 0912-72-713, 0912-72-715

Amount and Source of Funding:

\$1,659,030.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

Prior appropriation of \$109,500.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax (APPROPRIATED UNDER PREVIOUS ITEM)

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: District F, District J, District K Item Creation Date: 8/1/2025

HPW-20FMS120B - TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Chimney Rock Rd, Dairy Ashford Rd and Fondren Rd) (2 of 2)

Agenda Item#:

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP). The Department also requests City Council authorize the Director or their designee to act as the City's representative with the authority to accept and expend federal HSIP funds if and as obligated by the State and Federal Highway Administration ("FHWA") and to extend the term and/or budget and project period.

SPECIFIC EXPLANATION: The proposed Agreement between the City and TxDOT is for the construction of pedestrian safety improvements including sidewalks, crosswalks, signage and signals/beacons.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 100% of TxDOT's Direct Costs. HPW has requested Council appropriate \$109,500.00 for TxDOT Direct Costs under the preceding agenda item.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects. Construction contract costs that exceed the \$1,659,030.00 maximum obligated federal amount will be the City's responsibility. Appropriation of local funds for costs that exceed the maximum obligated federal amount will be requested at the time of construction contract award, if necessary.

LOCATION: There are three proposed locations:

Council			Federal
District	Project Location	Proposed Improvement	Cost Share
J	Chimney Rock Rd from IH 69 to Bissonnet St	Pedestrian crosswalks, curb ramps, signs, pavement markings, and rectangular rapid-flashing beacons.	100%, up to \$638,639.00
F	Dairy Ashford Rd from Alief-Clodine Rd to Bissonnet St	Pedestrian crosswalks, curb ramps, signs, pavement markings, and rectangular rapid-flashing beacons.	100%, up to \$652,835.00
K	Fondren Rd from W Airport Blvd to Buffalo Run	Pedestrian crosswalks, curb ramps, signs, pavement markings, and rectangular rapid-flashing beacons.	100%, up to \$367,556.00

FISCAL NOTE: No fiscal note is required on grant items.

No significant Fiscal Operating Impact is anticipated as a result of this project.

-DocuSigned by:

8/7/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-B135-7; CSJ# 0912-72-709, 0912-72-713, 0912-72-715

Amount and Source of Funding:

\$1,659,030.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

Prior appropriation of 109,500.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax (APPROPRIATED UNDER PREVIOUS ITEM)

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Advanced Funding Agreement Contract/Exhibit



Meeting Date: 8/12/2025
District C, District D, District H, District I
Item Creation Date: 8/1/2025

HPW-20FMS121A - Appropriation for TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Clearwood Dr, Bellfort Ave, Westpark Dr and Chartres St) (1 of 2)

Agenda Item#: 62.

Summary:

ORDINANCE appropriating \$45,360.00 out of Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax as an appropriation to Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Clearwood Dr at Ledge St, Bellfort Ave at Stassen St, Westpark Dr at Westchester, and Chartres St at Runnels St Traffic Safety Projects (CSJs 0912-72-711, 0912-72-707, 0912-72-726 and 0912-72-758); providing funding for CIP cost recovery relating to construction of facilities financed by Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax

Background:

<u>SUBJECT:</u> Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance appropriating \$45,360.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

SPECIFIC EXPLANATION: The proposed Agreement to be considered under the following agenda item includes compensation to TxDOT for direct costs associated with the Project.

The total requested amount of \$45,360.00 is to be appropriated as follows: \$43,200.00 as payment to TxDOT and \$2,160.00 for CIP Cost Recovery.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD
Director, Houston Public Works

WBS No. N-321040-A135-7; CSJ# 0912-72-711, 0912-72-707, 0912-72-726, 0912-72-758

Amount and Source of Funding:

\$45,360.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date:
District C, District D, District H, District I
Item Creation Date: 8/1/2025

HPW-20FMS121A - Appropriation for TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Clearwood Dr, Bellfort Ave, Westpark Dr and Chartres St) (1 of 2)

Agenda Item#:

Background:

<u>SUBJECT:</u> Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance appropriating \$45,360.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

SPECIFIC EXPLANATION: The proposed Agreement to be considered under the following agenda item includes compensation to TxDOT for direct costs associated with the Project.

The total requested amount of \$45,360.00 is to be appropriated as follows: \$43,200.00 as payment to TxDOT and \$2,160.00 for CIP Cost Recovery.

FISCAL NOTE: No significant Fiscal Operating Impact is anticipated as a result of this project.

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8/7/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-A135-7; CSJ# 0912-72-711, 0912-72-707, 0912-72-726, 0912-72-758

Amount and Source of Funding:

\$45,360.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description

Type

SAP Documents Financial Information



Meeting Date: 8/12/2025
District C, District D, District H, District I
Item Creation Date: 8/1/2025

HPW-20FMS121B - TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Clearwood Dr, Bellfort Ave, Westpark Dr and Chartres St) (2 of 2)

Agenda Item#: 63.

Summary:

ORDINANCE approving and authorizing Advance Funding Agreement for Highway Safety Improvement Program (HSIP) Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Clearwood Dr at Ledge St, Bellfort Ave at Stassen St, Westpark Dr at Westchester, and Chartres St at Runnels St Traffic Safety Projects (CSJs 0912-72-711, 0912-72-707, 0912-72-726 and 0912-72-758)

This item should only be considered after passage of Item 62 above

Background:

SUBJECT: Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP). The Department also requests City Council authorize the Director or their designee to act as the City's representative with the authority to accept and expend federal HSIP funds if and as obligated by the State and Federal Highway Administration ("FHWA") and to extend the term and/or budget and project period.

SPECIFIC EXPLANATION: The proposed Agreement between the City and TxDOT is for the construction of pedestrian safety improvements including sidewalks, crosswalks, signage and signals/beacons.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 100% of TxDOT's Direct Costs. HPW has requested Council appropriate \$43,200.00 for TxDOT Direct Costs under the preceding agenda item.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects. Construction contract costs that exceed the \$424.318.00 maximum obligated federal amount will be the City's responsibility. Appropriation of local funds for costs that exceed the maximum obligated federal amount will be requested at the time of construction contract award, if necessary.

LOCATION: There are four proposed locations:

Council District	Project Location	Proposed Improvement	Federal Cost Share
I	Clearwood St at Ledge St	Pedestrian crosswalks, pedestrian signals, pedestrian hybrid beacons, median barriers, raised medians, curb ramps, pavement markings, and safety lighting.	100%, up to \$109,561.00
D	Bellfort St at Stassen St	Raised median, pavement markings,	100%, up to
		and channelization.	\$119,211.00
С	Westpark Dr at Westchester St	Rectangular rapid-flashing beacons, raised median,	100%, up to

		curb ramps, pedestrian crosswaiks, signs, and pavement markings.	\$70,946.00
Н	Runnels St At Chartres St	Pedestrian crosswalks, curb ramps, signs, and pavement markings.	100%, up to \$124,600.00

FISCAL NOTE: No fiscal note is required on grant items.

No significant Fiscal Operating Impact is anticipated as a result of this project.

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-A135-4; CSJ# 0912-72-711, 0912-72-707, 0912-72-726, 0912-72-758

Amount and Source of Funding:

\$424,318.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

Prior appropriation of \$43,200.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax (APPROPRIATED UNDER PREVIOUS ITEM)

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date:
District C, District D, District H, District I
Item Creation Date: 8/1/2025

HPW-20FMS121B - TxDOT Advanced Funding Agreement, Highway Safety Improvement Program (Clearwood Dr, Bellfort Ave, Westpark Dr and Chartres St) (2 of 2)

Agenda Item#:

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP).

RECOMMENDATION: Adopt an ordinance approving and authorizing an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the 2026 Highway Safety Improvement Program (HSIP). The Department also requests City Council authorize the Director or their designee to act as the City's representative with the authority to accept and expend federal HSIP funds if and as obligated by the State and Federal Highway Administration ("FHWA") and to extend the term and/or budget and project period.

SPECIFIC EXPLANATION: The proposed Agreement between the City and TxDOT is for the construction of pedestrian safety improvements including sidewalks, crosswalks, signage and signals/beacons.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 100% of TxDOT's Direct Costs. HPW has requested Council appropriate \$43,200.00 for TxDOT Direct Costs under the preceding agenda item.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects. Construction contract costs that exceed the \$424.318.00 maximum obligated federal amount will be the City's responsibility. Appropriation of local funds for costs that exceed the maximum obligated federal amount will be requested at the time of construction contract award, if necessary.

LOCATION: There are four proposed locations:

Council			Federal
District	Project Location	Proposed Improvement	Cost Share
I	Clearwood St at Ledge St	Pedestrian crosswalks, pedestrian signals, pedestrian hybrid beacons, median barriers, raised medians, curb ramps, pavement markings, and safety lighting.	100%, up to \$109,561.00
D	Bellfort St at Stassen St	Raised median, pavement markings, and channelization.	100%, up to \$119,211.00
С	Westpark Dr at Westchester St	Rectangular rapid-flashing beacons, raised median, curb ramps, pedestrian crosswalks, signs, and pavement markings.	100%, up to \$70,946.00
Н	Runnels St At Chartres St	Pedestrian crosswalks, curb ramps, signs, and pavement markings.	100%, up to \$124,600.00

FISCAL NOTE: No fiscal note is required on grant items.

No significant Fiscal Operating Impact is anticipated as a result of this project.

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Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-321040-A135-4; CSJ# 0912-72-711, 0912-72-707, 0912-72-726, 0912-72-758

Amount and Source of Funding:

\$424,318.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

Prior appropriation of 43,200.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax (APPROPRIATED UNDER PREVIOUS ITEM)

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
David Wurdlow, Assistant Director	HPW – Financial Management Services	832.395.2054

ATTACHMENTS:

Description Type

Advanced Funding Agreement Contract/Exhibit



Meeting Date: 8/12/2025

Item Creation Date: 7/15/2025

LGL - SignAd Ltd. Rule 12 Appeal

Agenda Item#: 64.

Summary:

REVIEW on the Record and make determination relative to the appeal from the decision of the Sign Administration, on denial of an Off Premise Sign at 11700 Wilcrest Drive, filed by Christopher W. Rothfelder, on behalf of SignAd, Ltd

ATTACHMENTS:

Description	Type
SignAd's Notice of Appeal	Other
Rashaad's memo re: SignAd's timely appeal	Other
The City's rebuttal	Other
Signed memo to City Council	Other
The 11700 Wilcrest hearing transcript and exhibits	Other



CITY OF HOUSTON

John Whitmire

City Secretary

Mayor

Pat J. Daniel City Secretary P.O. Box 1562 Houston, Texas 77251-1562

T. 832.393.1100 F. 832.393.1109 www.houstontx.gov

April 7, 2025

Christopher W Rothfelder Rothfelder Falick L.L.P. 1517 Heights Blvd. Houston, Texas 77008

Claim filed on behalf of SignAd, Ltd.

To Whom It May Concern:

This will acknowledge receipt of your communication relative to a claim for damages. By copy of your letter, your claim is referred to the City Attorney's Office for handling.

If you have any questions concerning the status of this claim, please contact the Legal Department, Claims Subrogation Division at (832) 393-6491.

Sincerely,

Pat J. Daniel City Secretary

Maniel

PJD/tds

cc: Arturo Michel City Attorney

ATTORNEYS AT LAW

CHRISTOPHER W. ROTHFELDER crothfelder@rothfelderfalick.com

1517 HEIGHTS BLVD. HOUSTON, TEXAS 77008

April 4, 2025

TELEPHONE: 713-220-2288 FACSIMILE: 713-658-8211 WWW.ROTHFELDERFALICK.COM

Ms. Pat J. Daniel, City Secretary City Secretary Department 900 Bagby St., Rm. P101 Houston, Texas 77002

Via Messenger Delivery and Email: citysecretary@houstontx.gov

Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 RE: Wilcrest Dr.; Our File No. 1011-317.

Dear Ms. Daniel:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). On November 18, 2024, Senior Inspector for the Houston Sign Administration, David Conde, issued an "official Rejection Letter" (the "Rejection") for a sign owned by SignAd and located at 11700 Wilcrest Drive. On December 2, 2024, SignAd timely appealed the Rejection to the Houston General Appeals Board pursuant to Section 4604(e)(1) of the Houston Sign Code. On March 27, 2025, the General Appeals Board voted to deny SignAd's appeal and uphold the decision of the City's Inspector. A copy of the written confirmation of the Board's decision is enclosed. Please consider this letter as SignAd's written notice of appeal of the decision of the General Appeals Board to the City Council pursuant to Section 4604(e)(1) of the Houston Sign Code.

SignAd is in the process of securing the written transcript of the hearing before the General Appeals Board. SignAd is also preparing its written exceptions, if any, of the facts and administrative rulings and decisions made by the General Appeals Board. SignAd will file the written transcript and exceptions, if any, with your office as soon as they are prepared, in accordance with Section 4604(e)(2) of the Houston Sign Code and Rule 12 of the Houston City Council Rules of Procedure.

Please contact me if you have any comments or questions. Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/ Christopher W. Rothfelder Christopher W. Rothfelder

CWR:mr Enclosures Ms. Pat J. Daniel, City Secretary April 4, 2025 Page 2

Cc: Ms. Elga Gonzalez

Administration Manager Houston Permitting Center

1002 Washington Avenue, 4th Floor

Houston, Texas 77002

Ms. Lori Yount Senior Assistant City Attorney General Litigation Section City of Houston Legal Department 900 Bagby, 4th Floor Houston, Texas 77002 Via Email: Elga.Gonzalez@houstontx.gov

Via Email: Lori. Yount@houstontx.gov





March 31, 2025

Via Certified Mail # 9590 9402 8220 3030 7480 92 and Email: crothfelder@rothfelderfalick.com

Mr. Christopher W. Rothfelder Rothfelder Falick L.L.P. 1517 Heights Boulevard Houston, Texas 77008

Re: Request for appeal by SignAd Outdoor Advertising regarding the decision of the Sign Administration for the Denial of Permit Application noticed on November 18, 2024

Dear Mr. Rothfelder:

On March 27, 2025, the General Appeals Board of the City of Houston held a hearing regarding your request for an appeal relative to the decision of the Sign Administration regarding the Denial of Permit Application (rejection letter) on November 18, 2024, respectively, for a sign relocation at 11700 Wilcrest Drive, Houston, Texas.

The General Appeals Board found that the decision of the Sign Administration should be upheld.

Any interested person aggrieved by a decision of the General Appeals Board may appeal to the City Council, provided that written notice to the City Council for such appeal is delivered to the City Secretary within 10 days following the decision of the Board.

Pursuant to Rule 12 of the City Council's Rules of Procedure (Section 2-2 of the City Code), a party appealing a decision of the General Appeals Board to City Council shall submit the complete court reporter-certified record to the city secretary within 60 days of the decision of Board. Failure to submit the requested or required records within the required time period shall constitute an untimely appeal to City Council and a waiver by the appealing party to an appeal before City Council.

SIGNED on the	_ day of, 2025
	Docusigned by: Mike Dishberger
	Michael Dishberger, Chairman
	General Appeals Board
	Of the City of Houston

cc: Building Official

Rothfelder & Falick, L.L.P. Attorneys at Law 1517 Heights Blvd. Houston, TX 77008 Ms. Pat J. Daniel, City Secretary City Secretary Department 900 Bagby St., Rm. P101 Houston, Texas 77002



CITY OF HOUSTON

Interoffice

Correspondence

Legal Department

Pat J. Daniel To:

City Secretary

Rashaad V. Gambrell

Chief, General Counsel Section

Date: April 18, 2025

Subject: Rule 12 Appeal:

SignAd/Christopher Rothfelder

ATTORNEY CLIENT COMMUNICATIONS - CONFIDENTIAL DO NOT FORWARD OUTSIDE THE CITY

You forwarded the attached correspondence on April 7, 2025, requesting advice on whether an appeal filed by Christopher Rothfelder representing SignAd, Ltd. ("SignAd") is timely filed and may be considered by City Council. The appeal is from the decision of the General Appeals Board to uphold the decision of the City of Houston Sign Administration regarding the interpretation of the Sign Code during a hearing requested by SignAd. You received the appeal from Christopher Rothfelder on April 4, 2025.

Section 4604(e)(1) of the Sign Code requires that notice of appeal be given in writing to the City Secretary within 10 days of the decision of the General Appeals Board. The decision of the Board was rendered on March 27, 2025, and the notice of appeal was received by your office on April 4, 2025. We note that Section [A]113.3 of the Building Code requires that notice of appeal be given in writing within 10 days after the date that the written decision of the General Appeals Board is mailed to the appellant. The written decision of the Board was dated March 31, 2025.

Because you received SignAd's appeal on April 4, 2025, the appeal is timely and may be considered by City Council, provided that the appellant files with your office the transcript of the General Appeals Board hearing from March 27, 2025, within 60 days of the March 27, 2025 hearing, as required by Section 4604(e)(2) of the Sign Code.

Attachments: Sign Administration Rule 12 Appeal re: SignAd

CC: Marta Crinejo, Agenda Director

Misael Benitez, Division Manager, Sign Administration

Troy Lemon, Assistant City Secretary



CITY OF HOUSTON

Sylvester Turner

Legal Department

Mayor

Arturo G. Michel City Attorney Legal Department P.O. Box 368 Houston, Texas 77001-0368 City Hall Annex 900 Bagby, 4th Floor Houston, Texas 77002

832.393.6491 - Telephone 832.393.6259 - Facsimile www.houstontx.gov

July 11, 2025

Via Email

Troy Lemon, City Secretary Office of the City Secretary 900 Babgy St., Rm. P101 Houston, Texas 77002

Re: City of Houston's Rebuttal to "Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at

11700 Wilcrest Drive" dated May 22, 2025

Dear Mr. Lemon:

The City of Houston submits this letter to be presented to City Council regarding SignAd, Ltd.'s appeal pursuant to Rule 12 of the Houston City Council Rules of Procedures related to SignAd's billboard located at 11700 Wilcrest Drive (Wilcrest Sign). Specifically, the letter submitted by SignAd's counsel, Christopher Rothfelder, dated May 22, 2025, contained improper argument outside the written record of the hearing before the General Appeals Board (GAB) on March 27, 2025. SignAd's "written exceptions" cannot be considered exceptions to the proceedings on the facts before the GAB because they are not complaints about the proceeding itself. Therefore, SignAd's May 22, 2025, letter should not be considered by Council.

To provide the Council more background based on the evidence presented at the GAB hearing, the Wilcrest Sign was originally permitted in 1997 pursuant to Houston Sign Code Section 4617. Section 4617 allows for a special, one-time, 10-year permit for construction of an offsite billboard when the Texas Department of Transportation condemned the land on which a billboard was sitting. § 4617 (a)(2), (10). In exchange for the one-time, *nonrenewable* special permit, the sign owner enters into a contract with the City waiving any takings claims. § 4617(a)(6), (10); City's Ex. 8. The sign owner also agrees in the contract to remove the sign after the 10-year period expires. § 4617(a)(10); City's Ex. 8. By settlement agreement related to threatened litigation, the Wilcrest Sign's Section 4617 permit was extended until September 2024. City's Ex. 9. SignAd is refusing to comply with the Sign Code and its agreement to take down the billboard after the permit expired—*and SignAd is using all procedural delays at its disposal to keep the Wilcrest Sign up and earning profits despite having no legal right to do so.*

Council Members: Amy Peck Tarsha Jackson Abbie Kamin Carolyn Evans-Shabazz Dave Martin Tiffany Thomas Greg Travis Karla Cisneros Robert Gallegos Edward Pollard Martha Castex-Tatum Mike Knox David W. Robinson Michael Kubosh Letitia Plummer Sallie Alcorn

Controller: Chris Brown

Even if the Council were to consider the arguments in SignAd's letter dated May 22, 2025, the Council should uphold the City's Sign Administration's denial of SignAd's application for a new Section 4617 permit because:

- 1. The applicable spacing requirements are contained in Section 4617(a)(8)b, or at least 1,500 feet to another billboard. SignAd is asking to use a "credit" from a sign it took down on from 8811 ½ Main St. to obtain a new special permit at the Wilcrest location. City's Ex. 6 at p. 3. Since the Main Street location is not the same tract of land, nor an abutting property, it is being relocated pursuant to Section 4617(a)(4)d, which triggers the spacing requirements of Section 4617(a)(8)b.
- 2. SignAd is not disputing that the Wilcrest sign does not meet the spacing requirements of 4617(a)(8)b. Instead, SignAd argues that different spacing requirements should be applied, because SignAd alleges different requirements have been applied in the past. The City Sign Administrator, however, has the responsibility to "ensure[e] that all signs comply with [the Sign Code] and any other applicable laws." § 4604(b). This duty does not include enforcing alleged prior misinterpretations of the Sign Code or other laws.
- 3. Even if the 2015 settlement agreement had a provision that allowed the City and SignAd to come to an agreement to extend the original Section 4617 permit for the Wilcrest Sign, the agreement did not require the City to agree to an extension. In any event, the provision required such an extension for "any sign whose permit has not expired," but the original special permit expired in September 2024, and SignAd admittedly did not apply for another special permit until November 2024. SignAd Ex. 5 at ¶ 9; GAB Hearing Transcript at pp. 65, 70-71.
- 4. Further, although the SignAd applied for a special permit for both faces of the Wilcrest Sign, it offered a billboard "credit" with only one face in its November 2024 special permit application. GAB Hearing Transcript at p. 67.

Very truly yours,

/s/ Lori J. Yount Senior Assistant City Attorney 832-393-6459

cc:

Christopher W. Rothfelder

Via email: crothfelder@rothfelderfalick.com

Eric Nguyen, City of Houston Senior Assistant City Attorney Via email: eric.nguyen@houstotx.gov

Brian Amis, City of Houston Senior Assistant City Attorney

Via email: brian.amis@houstotx.gov

Natoya Inglis, City of Houston Assistant City Attorney Via email: natoya.inglis@houstotx.gov



CITY OF HOUSTON

Interoffice

Correspondence

Legal Department

To: Mayor John Whitmire

City Council Members

Via Agenda Director Marta Crinejo

From: KVG

Rashaad V. Gambrell

Section Chief

General Counsel Section

Date:

Subject: July 29, 2025, City Council

Agenda Item: SignAd Rule 12 Appeal (General Appeals Board Review on the Record

re: sign located at 11700

Wilcrest Drive)

On April 10, 2015, the City of Houston and SignAd, Ltd. ("SignAd") entered into an agreement granting a special permit under Section 4617 of the Sign Code for a sign located at 11700 Wilcrest Drive. On November 14, 2024, SignAd, represented by Rothfelder Falick, LLP, applied for another Section 4617 Permit for the same off-premise sign located at 11700 Wilcrest Drive. The Sign Administration rejected the application because permits granted under Section 4617 are nonrenewable. The Sign Administration also determined that the sign was now in violation of the Sign Code because the Sign did not comply with location and spacing criteria set forth by Section 4617(a)(8)b of the Sign Code. SignAd appealed the rejection by the Sign Administration to the General Appeals Board. On March 27, 2025, the General Appeals Board upheld the Sign Administration's decision.

Rule 12 of Section 2-2 of the Code of Ordinances (see Attachment 1) provides that appeals to City Council "shall be reviewed by city council, without the taking of further evidence by city council, on the basis of the record of the decision from which the appeal is taken." The record shall include, but is not limited to, the hearing before the General Appeals Board, a transcript of oral testimony, exhibits offered and considered, written or oral responses, answers or questions, and all documents reviewed or considered by the General Appeals Board.

City Council's consideration of a Rule 12 appeal is on the record of the underlying evidentiary hearing, and no additional evidence or information may be considered, other than written exceptions, if any, and further proceedings of the General Appeals Board if Council finds that the record is incomplete or inadequate. Council Members and their staff should not meet with or have any communications with any parties regarding the sign located at 11700 Wilcrest Drive at any time prior to City Council's consideration of the matter. Personal contact, phone calls, etc., to discuss the matter, either with City representatives, officials, or the appellant is inappropriate as any such information is outside of the written record. City Council should not consider public speakers' comments, if any, about this pending Ruling 12 appeal since doing so would violate the Code provisions cited above.

In applying the "substantial evidence" standard of review,¹ City Council cannot substitute its judgment for that of the General Appeals Board. Rather, it must review the record to determine if there is any evidence upon which a reasonable person could rely to reach the same conclusion as the General Appeals Board. If there is any evidence, the decision must be upheld.

When the appeal is presented for action at a Council meeting, the Council must then vote on the appeal. Typical action by Council would be a motion to (1) uphold the action of the GAB; (2) overturn the action of the GAB; or (3) refer the matter back to the GAB for further proceedings to complete the record.

Attachment 1

City of Houston Code of Ordinances - Sec. 2-2. Council rules of procedure.

The following rules of procedure shall govern all meetings and proceedings of the city council:

Rule 12. Appeals to City Council.

Every appeal that is authorized by federal law, state law, the City Charter, or city ordinance to be made to the city council from a decision by an officer, agency, board or commission shall be reviewed by the city council, without the taking of further evidence by city council, on the basis of the record of the decision from which the appeal is taken. Consideration of appeals may be scheduled at any specific time on the agenda, irrespective of the order of business established by these rules.

The director of each department (or a designee), or the presiding officer of a board, commission or agency, or a hearing examiner (the "hearing officer"), as appropriate, shall conduct an evidentiary hearing, the record of which shall be made by a certified court reporter of any matter that may be appealed to the city council. The term "record" shall include, but is not limited to, a transcript of oral testimony, exhibits offered and considered, written or oral responses, answers or questions, and all documents reviewed or considered by a hearing examiner or officer, commission or agency, board, or department director or his designee at an evidentiary hearing.

Each presiding officer or hearing officer shall give written notice to any party appearing in an evidentiary hearing that:

- (1) A court reporter is required to prepare a record in order for there to be an appeal to the city council;
- (2) The party must request, in writing, the presence of a court reporter at the hearing before the hearing officer not less than 24 hours prior to such evidentiary hearing; and
- (3) The party requesting the court reporter agrees to pay all costs of the court reporter, including preparation of transcript(s) for appeal to city council.

¹ The findings, inferences, conclusions, and decisions of an administrative agency are presumed to be supported by substantial evidence and the burden is on the contestant to prove otherwise. *Blue Skies All. v. Texas Com'n on Envtl. Quality*, 283 S.W.3d 525, 532 (Tex. App.—Amarillo 2009, no pet.). Substantial evidence is that which reasonable minds could have viewed as supporting the finding. *See Texas State Bd. of Dental Examiners v. Sizemore*, 759 S.W.2d 114, 116 (Tex.1988).

(4) Except as otherwise provided by the City Code, the party appealing to city council shall submit the complete court reporter-certified record to the city secretary as required by this Code within 60 days of the decision of the officer, agency, board, or commission whose decision or action is the basis of the appeal. Failure to submit the requested or required records within the required time period shall constitute an untimely appeal to city council and a waiver by the appealing party to an appeal before city council.

In the event that an appeal to the city council is filed by a party to a decision, the city council shall consider the appeal solely on the basis of:

- (1) The written record of the hearing conducted below; and
- (2) The written exceptions, if any, of each party to the proceeding to the facts and administrative rulings and decisions made by the officer, agency, board or commission.

In the event the city council finds that the record is incomplete or inadequate, the city council may refer the matter to the officer, agency, board or commission for further proceedings to complete the record. All decisions of the council on the record, other than a referral for further proceedings, as described above, shall be final and not subject to further appeal or rehearing.

	General Appeals Board Meeting Pages 1					
Γ.	1	Pagé 1	Γ.			Page 3
1			1 2	INDEX	PAGE	
2			3	Opening by Chairman Dishberger		
3			4	Approval of December 2024 Minutes		
4			5	Consideration of Manufactured Home		
5				Hardships	. 8	
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6			,	CONSIDERATION OF SIGN APPEALS		
7	TRANSCRIPTION OF THE		′	APPLICANT SIGNAD, LTD., HEARING		
8	GENERAL APPEALS BOARD MEETING	`	8	· ·		
وا	1002 WASHINGTON AVENUE, BASEMENT ROOM B2,			Opening Statement by Ms. Yount	11	
			9			
10	HOUSTON, TEXAS		١.,	Opening Statement by Mr. Rothfelder	25	
11	MARCH 27, 2025		10	WITNESS CALLED BY THE CITY OF HOUSTON:		
12	5:15 P.M 6:41 P.M.		11	HATHAGE CAMBES ST THE CITY OF HOUSEAR.		
13				DAVID CONDE		
			12	Direct Examination by Ms. Inglis	29	
14				Cross-Examination by Mr. Rothfelder	45	
15			13	With the state of		
16	BE IT REMEMBERED that the above-entitled		14	WITNESS CALLED BY APPLICANT SIGNAD, LTD.:		
17	meeting came on to be heard on the 27th day of		**	RUSSELL "RUSTY" REICHLE		
			15	Direct Examination by Mr. Rothfelder	52	
18	March, 2025, beginning at 5:15 p.m., at the			Cross-Examination by Ms. Yount		
19	offices of the City of Houston, 1002 Washington		16	Redirect Examination by Mr. Rothfelder		
20	Avenue, Houston, Texas, before the General Appeals		17	Closing Argument by Ms. Yount		
21	Board, Mike Dishberger, Chairman, and was reported		18	Closing Argument by Mr. Rothfelder Board Voted on SignAd, Ltd., Decision		
22	by Diana Ramos, a Certified Shorthand Reporter in		20	Reporter's Certificate Page		
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23	and for the State of Texas, whereupon the		22			
24	following proceedings were had and testimony	į	23			
25	adduced.		24 25			
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		ragez	٠.	AANWEENTER (NY)		Page 4
1 2	APPEARANCES	rage z.	1	. G3EXHIBITS (PAGE 1 OF 3) FOR SIGNAD, LTD., HEARING		rage 4
ı		rage z	2	FOR SIGNAD, LTD., HEARING		rage 4
ı	A P P E A R A N C E S THE GENERAL APPEALS BOARD: Mr. David Brown (VIA TEAMS)	rage z	2	•	PAGE	rage 4
2	A P P E A R A N C E S THE GENERAL APPEALS BOARD:	rager		FOR SIGNAD, LTD., HEARING		rage 4
3 4	A P P E A R A N C E S THE GENERAL APPEALS BOARD: Mr. David Brown (VIA TEAMS) Mr. Michael Dishberger, Chairman Mr. Lance McKnight Mr. Ray Ruiz	rage z.	2	FOR SIGNAD, LTD., HEARING NUMBER AND DESCRIPTION CITY OF HOUSTON EXHIBITS MARKED/ADM	ITTED	rage 4
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\Box	EVUTOTES (DACE 2 OF 2)		Page 5	_		ge 7
1	EXHIBITS (PAGE 2 OF 3) FOR SIGNAD, LTD., HEARING		-	1	PROCEEDINGS	
2	NUMBER AND DESCRIPTION	PAGE		2		
3				3	(City of Houston Exhibits 1 through 11	
4	CITY OF HOUSTON EXHIBITS MARKED/ADM	ITTED		4	and SignAd, Ltd., Exhibits 1 through 8 were	
*	Exhibit 10	7/31		5	pre-marked.)	
5	Off-Premise Billboards Warehouse Inventory List			6	(5:15 p.m.)	
6	•			7	CHAIRMAN DISHBERGER: I'm Mike	
7	Exhibit 11	7/31	•	8	Dishberger. I'm the chairman of the General	
1	Section 4617Special Permit				Appeals Board and we'll call this meeting to order	
8					at 5:15.	
10	SIGNAD, LTD., EXHIBITS MARKED/ADM					
11	Exhibit 1	7/47		11	And the first order of business is	
12	Advertising from David Conde	_4	- 1	-	consideration of the minutes from the	
13	Exhibit 2	7/47	i i		December 19th meeting. Everyone was sent thes	е
14	11700 Wilcrest Drive			14	via email on the Board.	
15	Exhibit 3 Houston Sign Code, Building Code,	7/47		15	Are there any questions?	
16	Chapter 46	2/50		16	(No response)	
17	Exhibit 4 Hand-drawn Diagram	7/58		17	CHAIRMAN DISHBERGER: If not, can I	
18	Exhibit 5	7/47		18	hear a motion to approve?	
19	4-14-15 Letter to Val Perkins from	,/4/		19	MR. McKNIGHT: Move to approve.	
20	Jill Bradford; Attachments		:	20	CHAIRMAN DISHBERGER: Second?	
	Exhibit 6	7/47	İ	21	MR. THOMPSON: I'll second.	
21	11-15-24 Sign Administration Off-Premise Site Inspection Form			22		
22	for 11700 Wilcrest Drive		- 1		CHAIRMAN DISHBERGER: Thank you.	
23	Exhibit 7	7/47	- 1	23	Any discussion?	
24	from Christopher W. Rothfelder;		- [24	(No response)	
25	Attachments		İ	25	CHAIRMAN DISHBERGER: Seeing none	, ali
			Page 6			ige 8
1	EXHIBITS (PAGE 3 OF 3)			1	in favor, say "Aye."	
١.	FOR SIGNAD, LTD., HEARING			2	THE BOARD: Aye.	
2	NUMBER AND DESCRIPTION	PAGE		3	CHAIRMAN DISHBERGER: Motion passe	s.
3	MANAGE PRO PROCEED TO	24,02		4	Move on to our business for the day.	
	SIGNAD, LTD., EXHIBITS MARKED/ADM	ITTED		5	We'll first check work on Persey Perkins at	
4				6	19431 McKnight Lane for a manufactured home	
	Exhibit 8	7/47			_	
5	11-14-24 Special Permit RBLO			7	nardshib. This sounds like the City is	
1					hardship. This sounds like the City is recommending.	
1	Checklist for 11700 Wilcrest Drive;			8	recommending.	
6	Checklist for 11700 Wilcrest Drive; Attachments			8 9	recommending. Can the City speak on this matter,	
7				8 9 10	recommending. Can the City speak on this matter, please.	
7 8			ŀ	8 9 10 11	recommending. Can the City speak on this matter, please. MR. BELTON: Yeah. Persey has	
7			ŀ	8 9 10 11 12	recommending. Can the City speak on this matter, please. MR. BELTON: Yeah. Persey has extensive illness, has for several years, and we	
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Page 11 A second manufactured home hardship, It doesn't mean that's which way they 2 Gloria Harvey, 6201 Hoffman Street. 2 feel. It's just something to get things rolling. 3 City? 3 And then we will ask if there might be further 4 questions and talk among ourselves to come to a 4 MR. BELTON: Yeah. She has a 5 considerable economic hardship that we -- she has 5 conclusion and a vote. Okay? 6 for the past six years, and we recommend that she So that's kind of generally how we'll 7 do this. And so we'll start with the City. Who's 7 continues with the hardship. 8 representing the City? CHAIRMAN DISHBERGER: Okay. Do I hear MS. YOUNT: Lori Yount from the City 9 a motion to approve? 10 Attorney's Office along with my co-counsel Natoya 10 MR. McKNIGHT: Move we approve. 11 CHAIRMAN DISHBERGER: Second? 11 Inglis. 12 12 CHAIRMAN DISHBERGER: All right. MR. THOMPSON: Second. 13 CHAIRMAN DISHBERGER: There we go. 13 Thank you. 14 MS. YOUNT: Okay. I will give you the 14 Thank you. 15 15 opening. Any discussion? OPENING STATEMENT BY THE CITY OF HOUSTON 16 16 (No response) 17 CHAIRMAN DISHBERGER: Seeing none, all 17 MS. YOUNT: So I sent these exhibits 18 last night and I've also handed them out to the 18 in favor say "Aye." 19 THE BOARD: Aye. 19 people in attendance here. And I'm sharing on the CHAIRMAN DISHBERGER: Any opposed --20 20 screen. 21 21 I'm starting with Exhibit 11, which is (No response) 22 CHAIRMAN DISHBERGER: Motion passes. 22 the code we're here about today. So this is the 23 Thank you. Thank you. 23 same type of denial of a special permit for Agenda Item C, Consideration of Sign 24 24 relocating a billboard and a denial for spacing 25 Appeals. Chris Rothfelder, SignAd, Ltd. Talking 25 issues, the same one that you've heard a couple of Page 10 Page 12 1 times in the past couple of years some of you have 1 about a sign dispute. So those who have not been here 2 been here. Both times before the Board has upheld 3 before, just information. We're all regular 4 people that work in the business. We are not 4 Sign Administration's denial of the special permit 5 attorneys. We're not -- I'm not a judge. So some 5 when the spacing requirements were not met and 6 of the stuff you could see on -- at a legal deal 6 City Council upheld both decisions by the Board. 7 would not apply here. 7 And, in fact, the Harris County district court The way we like to work things is 8 judge, just a few months ago, left y'all's 9 decision -- one of those decisions untouched. 9 we'll have the City speak first. Briefly give us 10 a quicky couple of minute what's going on. We'll 10 And so the Board should implement its 11 correct interpretation of the Sign Code again. 11 have you guys give us your opening statement also 12 and we'll move back to the City and they'll 12 But I know there are some new board minutes or you 13 may need a refresher so I'm just going to quickly 13 present their evidence. 14 14 sort of give you the overview. They'll present their witnesses. And 15 15 you guys will have a chance to cross-examine those So the concept behind Section 46 --16 witnesses. And when you're -- we're done with 16 4617, which is the permit under -- the section 17 under which a special permit is issued, is that 17 those, we'll move on to your side. You'll present 18 your case, present your witnesses and then there 18 it's one of the limited exceptions to the Sign 19 will be some questions. 19 Code's prohibition for new off-premise signs, 20 We might have a little back and forth 20 which are usually billboards, the ones we're 21 on some because when we come back to a witness 21 fighting about at least, with a special permit 22 when something comes. There will be -- we'll --22 under the section, a billboard owner who has taken 23 at some point we'll stop the discussion and we'll 23 down their billboard due to a transportation

24 project will forego any right to compensation in 25 condemnation proceedings and its debt gets to

25 or disapprove.

24 have a motion from someone on the Board to approve

Page 13

1 relocate that billboard to another site in the 2 state, and that permit is good for 10 years and it 3 is not renewable, but the location where it's 4 being relocated has to meet certain conditions

The Sign Code is clear that to obtain 7 a special permit, the sign relocated must be no 8 closer than 1500 feet from any other billboard on 9 the same side of the highway and -- unless the 10 billboard's on the same parcel or an abutting 11 parcel, but that is not what we're here about 12 today.

13 This -- and I'm going to show you in 14 Exhibit 11. So the applicable subsections here 15 are 4617, Subsection A-4, which I have displayed.

16 And this is the subsection where it has priorities

17 of where the City would like you to relocate your

18 billboard under this section.

5 under the code.

19 The first one is on the same parcel. 20 The second one is abutting parcel. The third one

21 is a parcel that is owned by the same owner as the

22 original billboard. And the fourth, which is the

23 one applicable here today, is any of the 24 locations -- other locations in the City that

25 qualify.

Page 14 And these aren't the spacing

2 requirements themselves. This subsection then is

3 referred to in 4617, Subsection 8. And the one 4 we're talking about today is Subsection E. And

5 that says that if the sign is to be altered or

6 relocated under Section 4617 A-4-C or D -- and

7 we're talking about the 4-D here, it must not be

8 located closer than 1500 feet to another

9 off-premise sign on the same side of the highway.

10 So that's where I'm getting the spacing

11 regulations here.

12 Now, once I had submitted to the

13 City --

1

14 MR. THOMPSON: Are y'all -- now that

15 you --

16 MS. YOUNT: Oh, were you not able to

17 hear or --

18 MS. DOBBINS: We don't -- he couldn't

19 hear anything for a minute.

20 MS. YOUNT: Okay.

21 MS. DOBBINS: Can you hear now?

22 CHAIRMAN DISHBERGER: Oh.

23 MS. DOBBINS: Elga, can you hear now?

24 MS. YOUNT: Can you hear now? 25

Okay. So I was just going over the

Page 15 1 applicable subsections just to give you, you know,

2 a reference point where we're getting these

3 spacing requirements. And the -- actually what

4 SignAd had submitted to the City as an application

5 for the special permit had admissions that it

6 doesn't meet these spacing requirements.

So I'm looking at SignAd's Exhibit 8. 7 8 And I'm just putting this up here. You guys don't

9 necessarily need to flip to it. It's Page -- it's

10 their Exhibit 8 so I think he has them tabbed.

11 The people are here.

12 It is an affidavit from a

13 representative of SignAd saying SignAd will be

14 relocating the billboard pursuant to 4617 A-4-D

15 priority. That was the priority where you

16 relocated it to any other spot that was eligible

17 in the city.

18 So they admitted that that is the

19 priority they're under and therefore the spacing

20 requirements of 1500 feet of Subsection 4617 A-8-B

21 would apply. And then on top of that, if we go

22 to -- this is Exhibit 8 still and it's under

23 Exhibit N of Exhibit 8, but this is just a photo

24 or an image, a satellite image.

25 MS. GONZALEZ: You guys, I'm not sure

1 if you're still presenting or not, but we can't

2 hear anything on our side.

3 CHAIRMAN DISHBERGER: Oh.

MS. YOUNT: Okay. Is it --

5 MR. THOMPSON: Just speak up or --

6 MS. YOUNT: Okay.

MR. THOMPSON: I was just saying we

8 can't hear anything that you're saying. I see

9 the -- I see the presentation material going

10 forward.

4

7

12

11 MR. ROTHFELDER: Are these working?

CHAIRMAN DISHBERGER: I don't know.

13 Can you -- Lori, do you need a microphone?

14 Lori, maybe speak a little louder.

15 You're a little soft spoken.

16 MS. YOUNT: Okay.

17 CHAIRMAN DISHBERGER: It's okay.

18 MS. YOUNT: Well, let's see.

19 CHAIRMAN DISHBERGER: Can you guys

20 hear me? Can y'all hear me, the chairman, yes or

21 no?

23

22 (No response)

MS. DOBBINS: Can y'all hear?

24 MS. YOUNT: Let me -- let me turn --

25 if you mute that, I can turn on my microphone.

1	General Appeal	
1 I	Page 17 MS. GONZALEZ: I can hear now.	Page 19 1 MS. DOBBINS: Okay.
2	CHAIRMAN DISHBERGER: You can hear me	1
1	now?	3 need to somebody's going to need to mute. You
4	MS. GONZALEZ: Yes, we can hear you	4 can only have one microphone on in the conference
	now.	5 room at a time.
6	MS. YOUNT: Okay. I think we need to	6 MS. YOUNT: Yes, but the problem is is
_	mute this. It's not muting here.	7 that can you hear me?
8	(Echo issue)	8 (No response)
9	CHAIRMAN DISHBERGER: We're going to	9 MS. YOUNT: No. The problem is is
1 -	have to mute probably. Well	10 that we can't mute the hub.
11	MS. YOUNT: Okay. Can you hear us	11 MS. GONZALEZ: The hub is muted.
1 .	now?	12 MS. YOUNT: Okay.
13		13 MS. DOBBINS: Y'all can hear now?
14	•	14 MS. GONZALEZ: Yes.
15		
1		MS. YOUNT: Well, it's still the echo.CHAIRMAN DISHBERGER: Sometimes
16		
17	MS. YOUNT: I don't know if we can	17 there's a
1	deal with the echo.	18 MS. GONZALEZ: Did you lower the
19		19 volume? On your laptop, you mute that so that it
20		20 will definitely help you guys to
1	deal with the echo. I can try to.	21 MS. DOBBINS: On the lower volume?
22	CHAIRMAN DISHBERGER: It's going to	22 MS. GONZALEZ: Just on the hub, I
1	drive us crazy.	23 think it was.
24		24 MS. DOBBINS: Uh-huh.
25	MS. GONZALEZ: Can you lower the	25 MS. YOUNT: Okay. Can you hear me?
<u> </u>	Page 18	
1	volume on your on your computer, Lori, and that	1 MS. GONZALEZ: Yes, I can.
		a lib Thompson W. L
ı	will probably help a little?	2 MR. THOMPSON: We hear you fine now.
3	MS. YOUNT: Yeah, but that is what	3 Go ahead.
3 4	MS. YOUNT: Yeah, but that is what they're hearing.	3 Go ahead. 4 MS. YOUNT: Okay. So I was explaining
3 4 5	MS. YOUNT: Yeah, but that is what they're hearing. Okay. Can you hear me now?	3 Go ahead. 4 MS. YOUNT: Okay. So I was explaining 5 that SignAd
3 4 5 6	MS. YOUNT: Yeah, but that is what they're hearing. Okay. Can you hear me now? (No response)	3 Go ahead. 4 MS. YOUNT: Okay. So I was explaining 5 that SignAd 6 CHAIRMAN DISHBERGER: This ain't going
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General Appeal	s Board Meeting Pages 2124
Page 21	Page 23 1 CHAIRMAN DISHBERGER: Okay. Try
1 MS. DOBBINS: Elga, can you guys mute	1 CHAIRMAN DISHBERGER: Okay. Try 2 again.
2 on y'all's end?	3 MS. YOUNT: Can you
3 MS. GONZALEZ: We yeah. We	4 CHAIRMAN DISHBERGER: No.
4 we're muted. I think they're (unintelligible).	5 MS. DOBBINS: That's not it either,
5 They can (unintelligible). I need to mute the	6 Elga.
6 hardships. 7 MS, DOBBINS: Okay. Hardships are	7 MS. GONZALEZ: Did you try lowering
8 done so they can they can log off. All right.	8 the volume on the hub?
	9 CHAIRMAN DISHBERGER: We hear you guys
9 Try again. 10 MS. GONZALEZ: I muted I muted	10 really loud and clear, no echo. From our end,
11 them.	11 we're getting an echo every time we talk
12 MS. DOBBINS: I didn't hear any	12 MS. DOBBINS: Yeah. We're getting an
13 feedback that time. Just a little. All right.	13 echo on this end.
14 Try again.	14 CHAIRMAN DISHBERGER: Well, except
15 MS. YOUNT: Okay. Yeah, it's	15 when I'm talking.
16 there's an echo. So I don't know if we should try	16 MS. DOBBINS: All right. It's low.
17 not having the	17 It's on 5. Now try it.
18 MS. DOBBINS: I'm not joined in on	18 MS. YOUNT: Testing.
19 my on my side. Elga is joined in	19 MS. DOBBINS: Can you guys hear, Elga?
20 MS. YOUNT: Okay.	20 (No response)
21 MS. GONZALEZ: on the halo.	21 MS. DOBBINS: Elga?
22 MS. YOUNT: Yeah, but I didn't know if	22 (No response)
23 you could run it off the computer versus the hub.	23 MS. DOBBINS: See, now we can't hear
24 MS. DOBBINS: Let me try to join.	24 you.
25 MS. YOUNT: I mean, I can try my	25 Okay. Can you guys hear us?
Page 22	Page 24
1 computer. I just don't know how long it will last	1 (No response)
2 and it's not charging.	2 MS. DOBBINS: Elga, we cut it down.
3 CHAIRMAN DISHBERGER: That's yeah.	3 If I cut it down, can you guys hear?
4 That I know they can dial in. Right? Everyone	4 MS. GONZALEZ: Yeah, we can hear you.
5 has information that was sent. I got your stuff	5 MS. DOBBINS: Okay. I'm going to cut
6 this morning or yesterday and the City stuff we	6 it down then. All right.
7 all got in two batches last night.	7 MS. YOUNT: Yeah. So if we can't
8 I don't know what else to do. But the	8 hear you, so I guess you'll have to use like a
9 echoing is not going to work here. We're all	9 MS. DOBBINS: I'll just sit here.
10 going to drive ourselves crazy trying to listen to	10 MS. YOUNT: Okay. A hand raise or
11 evidence.	11 something.
12 Are there more are there some	12 CHAIRMAN DISHBERGER: Yeah. If
13 people on that should be off? It's showing	13 you're if you're online, if you want to speak
14 MS. DOBBINS: I'm going to go	14 there's a hand raise option on Microsoft TEAMS.
15 through they had these people	15 Push that and then we we'll recognize you.
16 CHAIRMAN DISHBERGER: Well, there were	
17 some manufactured housing people that sometimes	17 MS. DOBBINS: Yes.
18 get on. Are they still on? We can get them off	18 CHAIRMAN DISHBERGER: We'll do that.
19 because we should only have two Board members on	19 Thank you.
20 this call, I believe. And it looks like there's a	20 MS. YOUNT: Okay.
21 lot more people, doesn't it? Am I wrong? And I'm	21 CHAIRMAN DISHBERGER: This is just
22 not a technology guy either.	22 your introduction, by the way. You can repeat
AND CONTAILED OF COMMISSION OF	OD MO VOUNT, V
23 MS. GONZALEZ: Okay. I removed I	23 MS. YOUNT: Yes.
23 MS. GONZALEZ: Okay. I removed I 24 removed the one that called in. See how that 25 works.	23 MS. YOUNT: Yes. 24 CHAIRMAN DISHBERGER: all this 25 stuff later on.

	General Appeals Board Meeting Pages 252			
	Page 25		N 1	Page 27
1	MS. YOUNT: Yeah.	1	Now, despite those terms,	_
2	CHAIRMAN DISHBERGER: Okay?		Administration issued a permit to S	_
3	MS. YOUNT: Yeah. This is just my	ı.	billboard, and it was a 10-year perr	
1	introduction.	E	reason. It didn't come down. And	
5	I was just showing you that in their	l .	going to talk to you about a settlem	-
1	application submitted to the City, SignAd had this	I .	that was reached between the City	_
i	satellite you know, satellite image, and they		It's Exhibit 5 in our notebook. It's a	iso in the
i	indicated that the billboard at the Wilcrest site	1	City's notebook.	مأ المنا المنا
1	was in the middle and that there was a billboard	9	The City and SignAd agree	
	592 feet away from it and another billboard on the	[particular sign, despite those same	-
	•	11	<i>'</i>	
12	And, therefore, both those billboards	1	10 years. And that's until the perm	nii expirea in
i	would mean that the Wilcrest sign is in violation	ł	the fall of last year.	liberto do in
	of the spacing requirements for special permit,	14	•	=
	and that was the reason that the City denied the	į	this appeal and I'll get into the re	
	application.	i i	little bit more when I talk to Mr. Re	
17	And that was the end of my intro.	17	,	•
18	CHAIRMAN DISHBERGER: There you go.	ļ.	respect to its application that it got	
19	All right. Just a quicky intro just	t t	times before, to apply the same 50 requirement, which we meet, and	
	briefly because you're going to go over your evidence.		rejection of SignAd's permit application	
22	MR. ROTHFELDER: Absolutely. Thank	22		
	you, Chairman. I'll be brief.	23		-
24	OPENING STATEMENT BY SIGNAD, LTD.		sides have witnesses. So if you have	
25	MR. ROTHFELDER: My name's Chris	l .	call, let's get them all sworn in righ	
	*		odi, ieto got mom dii owem ii ngri	
1	Page 26 Rothfelder. I'm here for SignAd, Limited, the	1	So do you have any witness	Page 28 ses to call,
	appellant. With me is Rusty Riley Reichle, real	2	Lori?	·
	estate representative for SignAd, and Elaine	3	MS. YOUNT: Yes. Mr. Cor	nde.
4	McClure, general counsel for SignAd.	4	CHAIRMAN DISHBERGER	: Okay. And I
5	Ms. Yount started her presentation by	5	assume you've got someone who's	going to be a
6	talking about some previous appeals that had been	6	witness?	
7	before the Board. And what she's talking about is	7	MR. ROTHFELDER: Rusty	Reichle.
8	precedent. And I'm not going to talk about	8	CHAIRMAN DISHBERGER	: All right. So
9	legalese, but precedent is what has the Board	9	would you guys who's the sweare	r in?
10	done what has somebody else done in the past to	10	THE REPORTER: I can.	
11	guide us in this situation?	11	CHAIRMAN DISHBERGEF	R: There you go.
12	And that's important in this appeal	12	THE REPORTER: Would y	you please both
1	because there's a precedent with this particular	13	raise your right hands?	
1	Board. So in 1997, SignAd built this billboard at	14	(Mr. David Conde and Mr. I	
1	its current location down on Wilcrest and 59 just	15	Reichle were sworn in by the report	•
16	south of the Beltway.	16	THE REPORTER: Thank y	
17	Those two billboards that are located	17	CHAIRMAN DISHBERGEF	=
	about 590 and 570 feet from the sign were there	18	THE REPORTER: You're	
1	when SignAd built this billboard. The terms in	19	CHAIRMAN DISHBERGEF	R: Okay. Lori,
j	the Sign Code were the same as they are today.	20	· ·	
21	What those terms say is that if you	21	MS. YOUNT: Yes. My co-	
1	are located on the same property or an abutting	22	3 / 1	
1	property you have to be 500 feet from another	23	CHAIRMAN DISHBERGER	R: Okay.
	billboard. If you are located elsewhere with a	24		
25	relocated billboard you've got to be 1500 feet.	25		

1 DAVID CONDE, 2 having been first duly sworn, testified as 3 follows: 4 DIRECT EXAMINATION 5 BY MS. INGLIS: 6 Q. Mr. Conde, can you please introduce 7 yourself to the Board? 8 A. Yes. My name Is David Conde. I work 9 with Sign Administration here at the Houston 10 Permitting Center. 11 Q. And what does the Sign Administration do? 12 A. Sign Administration enforces the code— 13 the Sign Code within the Sign Code application 14 area here in the City of Houston. 15 Q. And how long have you been with the City? 16 A. About 12 years. 17 Q. And what is your current job title? 18 A. I'm a senior inspector for Sign 19 Administration. 20 Q. And what are your primary 21 responsibilities as the senior inspector? 22 A. My position, I am in charge of a sub 23 department, which is the off-premise department,	. So you ot a judge. n 11 de, can Code, at the
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15 Q. And how long have you been with the City? 16 A. About 12 years. 17 Q. And what is your current job title? 18 A. I'm a senior inspector for Sign 19 Administration. 20 Q. And what are your primary 21 responsibilities as the senior inspector? 22 A. My position, I am in charge of a sub 15 A. Yes. Okay. 16 Q. And what is Exhibit 11? 17 A. Exhibit 11 is a section of the Sign 18 which is Section 4617, which talks about 19 special permit, tells you about it and how to grant it. 21 Q. And are you familiar with Section 462. 22 A. Yes.	it the
16 A. About 12 years. 17 Q. And what is your current job title? 18 A. I'm a senior inspector for Sign 19 Administration. 20 Q. And what are your primary 21 responsibilities as the senior inspector? 22 A. My position, I am in charge of a sub 16 Q. And what is Exhibit 11? 17 A. Exhibit 11 is a section of the Sign 18 which is Section 4617, which talks about 19 special permit, tells you about it and he 20 go how to grant it. 21 Q. And are you familiar with Section 46 22 A. Yes.	it the
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22 A. My position, I am in charge of a sub 22 A. Yes.	
	317?
123 department, which is the off-premise department. 123 Q. And so what is a special permit?	
	.,
24 Sign Administration, where we regulate and enforce 24 A. A special permit is a 10-year loca	
25 the code for all off-premise structures. 25 permit that is granted to a sign compan	y after
Page 30	Page 32
1 Q. And what do you mean by "off-premise 1 eminent domain or a condemnation from a g	overnment
2 structures"? 2 entity.	
3 A. Off-premise structures are basically 3 Q. And so these special permits are only	
4 signs that are advertising a business that's not 4 granted when a sign is being relocated for	İ
5 located on that property itself, also known as 5 transportation projects. Correct?	
6 billboards, the majority. 6 A. That's correct.	
7 Q. Okay. And as a senior inspector, do you 7 Q. And so sometimes a special permit is also	
8 review applications and approve sign permit 8 called a relocation permit. Do you know why the	II.
9 applications? 9 is?	
10 A. Yes. 10 A. Yes, because theoretically these	
11 Q. And does that include applications for 11 structures are supposed to be after they're	1
12 special permits as well? 12 granted a special permit, they're supposed to the special permit as well?	o de
13 A. Yes. 13 removed from their original location to a	
14 Q. And when you're deciding whether or not 14 different location.	
15 to approve a permit application, are you allowed 15 Q. And what is the what is hold on.	
16 to negotiate with the applicant asking for the 16 Okay. Actually can I draw your	
17 permit? 17 attention to the bottom of the page, specifically	
18 A. No, I'm not.	and the state of t
19 Q. And so you're just enforcing the code? 19 A. Yes.	
20 A. Yes. 20 Q. And what does Subsection 4 do?	
21 MS. INGLIS: Okay. And, Mr. Chairman, 21 A. This actually explains the priorities	alo al de
22 I have evidence I'd like to enter. 22 that a sign company must follow in order to	i
23 Can we offer Exhibits 1 through 11? 23 where the existing an existing sign structu	re
24 CHAIRMAN DISHBERGER: Yes. Are there 24 billboard will be relocated to.	
25 any objections from the respondent? 25 Q. And what do you mean by "priorities"?	

3

Page 35

Page 33

A. Priorities, there's four priorities from

- 2 A to D. It's basically telling you if you could
- 3 relocate within the same property or the abutting
- 4 property or a property that's owned by the same
- 5 landowner or at a different location.
- 6 Q. Okay. So these priorities basically set
- 7 out requirements for the location and spacing of
- 8 the new sign after the special permit is issued?
- 9 A. Yes, they do.
- 10 Q. And so can you go to the next page for me
- 11 and take a look at Subsection 8 at the bottom of
- 12 the page?
- 13 A. Okay.
- 14 Q. And so given what we just discussed about
- 15 Subsection 4, how does it connect -- how does it
- 16 connect with the requirements listed under
- 17 Subsection 8?
- 18 A. Okay. So on this section right here, it
- 19 breaks down the spacing requirement depending on
- 20 which priority the sign company goes with.
- 21 Q. And do you know which of the four
- 22 priorities from Subsection 4 apply to the sign
- 23 that we're discussing today?
- 24 A. Yes. According to SignAd's packet, they
- 25 went with Priority D.

Page 34

20

21

- 1 Q. And what would the spacing requirement be 2 under Subsection 8?
- 3 A. It would be that a billboard cannot be
- 4 any closer than 1500 feet from another off-premise
- 5 sign, another billboard, which is on the same side
- 6 of the highway.
- 7 Q. Okay. So just to clarify, you're
- 8 applying 8-B. Right?
- 9 A. Yes.
- 10 Q. And overall how long does a special
- 11 permit last?
- 12 A. For 10 years.
- 13 Q. And is a special permit renewable?
- 14 A. No, it's not.
- 15 Q. And if you look at the bottom of the page
- 16 that is described in 4617 A-10.
- 17 A. Okay.
- 18 Q. So under this same subsection, "The
- 19 applicant of a special permit agrees to enter into
- 20 a contract for a 10-year special permit instead of
- 21 getting paid to remove the sign immediately." Is
- 22 that correct?
- 23 A. Yes.
- 24 Q. And did SignAd, the owner of the sign at
- 25 issue here, enter into one of these agreements for

1 the sign at 11700 Wilcrest Drive?

- 2 A. Yes, they did.
 - Q. And let's take a look at Exhibit 8.
- 4 A. Okay.
- 5 Q. Can you confirm that this is the document
- 6 you're referring to?
- 7 A. Yes. This is the agreement with the City
- 8 of Houston and SignAd for the special permit.
- 9 Q. And is this agreement on file with the
- 10 Harris County clerk?
- 11 A. Yes, it is.
- 12 Q. And so if you look at Article I, SignAd
- 13 and the landowner are contractually agreeing to
- 14 remove the sign after 10 years in order to get
- 15 this special permit?
- 16 A. That's correct.
- 17 Q. Okay. Now, looking -- now, let's look at
- 18 Exhibit A in the same, I guess, packet. It's
- 19 Exhibit 8, but there's an --
 - CHAIRMAN DISHBERGER: 8?
 - Q. (BY MS. INGLIS) -- exhibit in 8 called
- 22 Exhibit A. And I think it is probably on Page 13
- 23 towards the back.
- 24 So now looking at Exhibit A, it states
- 25 that the proposed location for the sign was

Page 36

- 1 11700 Wilcrest in Houston, Texas. Correct?
- 2 A. That's correct.
- 3 Q. And was this agreement signed?
- 4 A. Yes, it was.
- 5 Q. And what date is on this agreement that's
- 6 on Page 3 of this same exhibit?
- 7 A. This date is September 18, 1997.
- 8 Q. Okay. So now let's turn to Exhibit 7.
- 9 And can you confirm what Exhibit 7 is?
- 10 A. Yes. This is the 10-year relocation
- 11 special permit that was granted to SignAd at that
- 12 time.
- 13 Q. And what is the date on this permit?
- 14 A. September 26th, 1997.
- 15 Q. And what address was the sign being
- 16 relocated to?
- 17 A. For the address 11700 Wilcrest Drive.
- 18 Q. And can you confirm the expiration date
- 19 on the permit?
- 20 A. Yeah. Actually on the permit itself, on
- 21 the comments, it says the sign is to be removed
- 22 September 2007.
- 23 Q. Okay. So just to clarify, Exhibit 7
- 24 shows that SignAd was granted a special permit on
- 25 September 26th, 1997, and Exhibit A -- I mean



Page 37

- 1 Exhibit 8 confirms that SignAd agreed to remove
- 2 the sign at 11700 Wilcrest Drive in 2007 as part
- 3 of the permit conditions. Is that correct?
- A. That's correct.
- 5 Q. So was the sign taken down in 2007?
- A. No, it wasn't.
- Q. And what happened after 2007?
- A. Okay, It seems that the City of Houston
- 9 and SignAd came into an agreement to remove
- 10 certain billboards and extend other billboards,
- 11 and this location here was actually one of the
- 12 locations that were granted an extension on their
- 13 deadline.
- 14 Q. And can you turn to Exhibit 9?
- 15 A. Yes.
- 16 Q. And what is Exhibit 9?
- 17 A. This is the actual agreement between the
- 18 City of Houston and SignAd where it specifies what
- 19 I just mentioned.
- 20 Q. And you're referring to the agreement
- 21 that extends the operation in use of certain
- 22 SignAd's sign structures?
- 23 A. That's correct.
- 24 Q. If you look on the last page titled
- 25 Exhibit B.

Page 38

- A. Okay. 1
- 2 Q. What does Exhibit B purport to be?
- A. So you can see there on Line Item 10,
- 4 Billboard located at 11700 Wilcrest has a new term
- 5 expiration date of September 18th, 2024.
- Q. And what is the title of Exhibit B? Like 7 what is --
- A. So basically this is the list of the
- 9 extensions for the billboards that they agreed
- 10 upon with the City of Houston and SignAd.
- Q. So did SignAd apply for another special
- 12 permit for the 11700 Wilcrest location after the
- 13 expiration of their extension in September 2024?
- 14
- Q. Okay. So let's flip to Exhibit 5. Is 15
- 16 Exhibit 5 the special permit application you just
- 17 referred to?
- 18 A. Yes, it is.
- 19 Q. And this is the application that's at
- 20 issue today?
- 21 A. Correct.
- 22 Q. And were you personally involved in
- 23 reviewing this application?
- 24 A. Yes, I was.
- 25 Q. And does this document reflect what was

- 1 submitted by SignAd?
- 2 A. Yes.
- 3 Q. And when did you receive this
- 4 application?
 - A. November 14, 2024.
- Q. So earlier we talked about how special
- 7 permits under Section 4617 are not renewable.
- 9 A. That's correct.
- 10 Q. So if a special permit isn't -- if
- 11 special permits aren't renewable, how was SignAd
- 12 able to submit this application for the same
- 13 location after their special permit expired?
- 14 A. Well, SignAd was proposing to use a
- 15 warehouse inventory permit or credit to take place
- 16 of this structure.
- 17 Q. And so what is a warehouse credit?
- 18 A. A warehouse credit is basically a
- 19 structure that has been -- that was granted a
- 20 special permit that was removed but never
- 21 relocated so they -- it's basically on standby,
- 22 you know, and theoretically in a warehouse.
- 23 That's why it's a credit that they can
- 24 use whenever they find a location they can use it
- 25 at.

6

Page 40 Q. And so in this application, if you look

- 1 2 at the second page, SignAd is trying to use the
- 3 credit from the removal of a sign at 8811 1/2 Main
- 4 Street and apply this credit to obtain a special
- 5 permit for 11700 Wilcrest?
 - A. Yes.
- 7 Q. And so how does the City keep track of
- 8 these warehouse credits?
- A. We have a warehouse inventory list that 10 we reference.
- 11 Q. Okay. So can you turn to Exhibit 10?
- 12 A. Yes.
- 13 Q. So this is the document that the City
- 14 uses to keep track of warehouse credits?
- 15 A. Yes.
- Q. And is this something that is usually 16
- 17 done like the warehouse credits?
- 18 A. Yes. It's been done before, yes.
- 19 Q. And can you confirm that 1811 1/2 Main
- 20 Street is on this inventory list?
- 21 A. Yes, it is.
- 22 Q. Okay. So now let's go back to Exhibit 5.
- 23 A. Okay.
- 24 Q. What led to the denial of the special
- 25 permit for the sign at 11700 Wilcrest?

Page 44

Page 41

- A. Okay. So after reviewing the information
- 2 in the packet, it was found that the spacing
- 3 requirement was not met.
- Q. And how did you determine what spacing
- 5 requirement would apply in this application?
- A. By referencing the priority choice they
- 7 stated on their packet, which is Priority D, which
- 8 required a 1500-foot separation from any other
- 9 billboard on the same side of the highway.
- Q. And they selected that in a signed
- 11 affidavit. Correct?
- 12 A. Yes. They submitted an affidavit stating
- 13 that they used Priority D, and that's also
- 14 notarized as well.
- Q. And so let's go back to Exhibit 11, which
- 16 is the code.
- 17 A. Okay.
- Q. And specifically let's go to 8-B. Can
- 19 you read for me the specific section or -- that
- 20 SignAd didn't meet in their application?
- 21 A. Yes. So it states here -- if you use
- 22 Priority C or D, it states, "The sign must not be
- 23 located closer than 1500 feet to another
- 24 off-premise sign on the same side of the highway."
- 25 Q. And so can we turn to Exhibit 6?

- A. We actually go out to the site and
- 2 measure it ourselves. We have a measuring wheel
- 3 where we'll measure it from the existing structure
- 4 to the other structures that we find, if any.
 - Q. And so can you look at Exhibit 2 and 3?
- A. Yes.
- Q. And what are Exhibits 2 and 3? 7
- A. These are the actual photos of the
- 9 measurements we found out there when we measured
- 10 both ways to find the other billboards that were
- 11 found within the spacing requirement.
- 12 Q. And what are the measurements on the
- 13 measuring wheel?
- 14 A. One is -- one is 587 feet distance and
- 15 the other one's 570 feet distance.
- Q. And so these measurements don't match up
- 17 exactly with what SignAd depicted in their
- 18 application. Is it normal to have a slight
- 19 variation in the measurements between the
- 20 satellite photos and the measurements taken from
- 21 the measuring wheel by the City?
- 22 A. Yeah, yeah. That happens, and that's why
- 23 we actually go out ourselves and verify it
- 24 ourselves, you know, to get the accurate
- 25 measurements.

Page 42

1

- Q. And can you explain what Exhibit 6 is?
- A. This is a Google Earth image satellite
- 4 view showing the center where it says "Site."
- 5 That's where the 11700 Wilcrest structure is at.
- Then it shows the other two billboards
- 7 that are north and south of that and their
- 8 distance between them.

A. 6, yes.

- Q. And what is the distance?
- 10 A. One is at 592 feet and the other is at 11 571 feet.
- 12 Q. So within 800 feet -- so the Wilcrest
- 13 sign is within 800 feet of two -- I'm sorry. Hold
- 14 on.

- 15 And so SignAd is admitting in their
- 16 application that their sign is within 1,500 feet
- 17 of another off-premise sign on the same side of
- 18 the highway?
- 19 A. Yes.
- 20 Q. And was this information verified before
- 21 the application was declined?
- 22 A. Yes. Part of our process is to verify
- 23 all the information in the packet.
- 24 Q. And how did you verify the distance
- 25 between the signs?

- Q. And so after you get the measurements,
- 2 what do you do with them?
- A. After that, then we complete a site
- 4 inspection form stating whether the site is
- 5 approved or not approved. In this instance, it
- 6 wasn't approved so the sign company was notified.
- 7 And also a rejection letter was sent to the sign
- 8 company.
- 9 Q. And so can you flip to Exhibit 4?
- 10 A. Okav.
- Q. What is Exhibit 4? 11
- 12 A. Exhibit 4 is the actual off-premise site
- 13 inspection form that was used for this site.
- Q. And so that's what you just previously 14
- 15 referred to?
- 16 A. Yes.
- 17 Q. And so can we now look at Exhibit 1?
- 18 A. Okay.
- 19 Q. And if you look at the second page, is
- 20 this your denial of the special permit?
- 21 A. Yes.
- 22 Q. And when did you deny the permit?
- 23 A. November 18, 2024.
- 24 Q. And did SignAd appeal your decision?
- 25 A. Yes, they did.

General Appeals Board Meeting Page 47 Page 45 1 MS. YOUNT: Yeah. Q. And that could be demonstrated on the 2 CHAIRMAN DISHBERGER: Okay. We can 2 first page of Exhibit 1. Correct? 3 come back to Exhibit 4 --A. That's correct. 4 MS. YOUNT: Yeah. 4 Q. And so they appealed on December 2nd, CHAIRMAN DISHBERGER: -- if it's 5 2024? 5 6 pertinent. Okay? 6 A. Yes. Q. And when you denied the application, did 7 So right now we'll take Exhibits 1 7 8 through 8 except for No. 4, but we have -- the 8 SignAd remove their sign? 9 Board has the right to go and decide if we want to 9 A. No, they didn't. 10 10 accept it or not. Q. Okay. Thank you. MS. YOUNT: Yes. 11 MS. INGLIS: I pass the witness. 11 12 CHAIRMAN DISHBERGER: Thank you. 12 CHAIRMAN DISHBERGER: Questions for 13 (SignAd, Ltd., Exhibits 1 through 3 13 the witness? 14 14 and 5 though 8 were admitted for the record) MR. ROTHFELDER: Thank you, Q. (BY MR. ROTHFELDER) Mr. Conde, I'm going 15 Mr. Dishberger. 15 16 to refer you to the City's Exhibit 6. Do you have 16 CROSS-EXAMINATION 17 that in front of you? 17 BY MR. ROTHFELDER: 18 A. Yes, sir. 18 Q. Mr. Conde, we've sat across from tables 19 like this before, haven't we? 19 Q. So the City's Exhibit 6 shows that 20 there's a billboard located to the north of the 20 A. Yes, sir. 21 sign on Wilcrest somewhere between 500 to 16 --21 Q. So I should know the answer to this 22 question, but how long have you been with the Sign 22 600 feet north of the sign on Wilcrest. Is that 23 correct? 23 Administration? 24 24 A. A little bit over 12 years. A. That's correct. 25 Q. And you would agree that there's also a 25 Q. So 2013, is that about right, give or Page 46 Page 48 1 billboard located to the south about 600 feet 1 take? 2 south of the sign on Wilcrest. Is that correct? 2 A. Give or take. A. That's correct. Q. Okay. I'm going to ask you to turn to 4 Exhibit 6, if you would. As you're doing so --Q. Now, you weren't with the Sign CHAIRMAN DISHBERGER: From your 5 Administration when this sign was permitted in 6 1997, were you? 6 folder? You've got the folders there? 7 A. No, sir. 7 MR. ROTHFELDER: I'm sorry. Exhibit 6 Q. Do you have any reason to doubt that the 8 in the City's folder I guess at this time. CHAIRMAN DISHBERGER: Okay. Thank 9 two signs located on either side of the sign on 9 10 you. 10 Wilcrest were not there in 1997 when the sign was MR. ROTHFELDER: I'll submit for the 11 11 permitted? 12 12 record SignAd's exhibits. A. I don't. 13 CHAIRMAN DISHBERGER: Okay. Yes. Any 13 Q. Okay. Do you have any evidence to show 14 objection to their exhibits? 14 that they weren't there when this sign was 15 permitted in 1997? 15 MS. YOUNT: I just -- I'm fine with

16

17

18 1997?

A. I don't.

16 all of them except Exhibit 4. I didn't know if 17 you were going to have a witness. I didn't know 18 what that was. MR. ROTHFELDER: Oh, yeah. I've got a 19

20 witness for it.

MS. YOUNT: Okay. Well, I'll agree to 21 22 1 through 3 and 5 through 8 and then -- yeah.

23 MR. ROTHFELDER: Okay. 24 CHAIRMAN DISHBERGER: So all but

25 Exhibit 4?

19 A. I don't. 20 Q. Okay. I want to talk about Section 4617 21 of the code. That's what we're talking about here 22 today, Subsection 8. It's Tab 11 in the City's 23 binder.

Q. Do you know whether they were there in

24 And I'm just going to summarize the 25 issue here. So you would agree with me that under



Page 49

- 1 the schedule I think you called it of relocation
- 2 options, somebody that's relocating a sign that's
- 3 impacted by highway widening has to relocate that
- 4 sign either on the same property or the abutting
- 5 property. Those are the first two options.
- 6 Right?
- A. The first two priorities, yes, sir. 7
- Q. If they're located on those -- one of
- 9 those pieces of property, the same or an abutting
- 10 property, they get to take advantage of 500-feet
- 11 spacing. Is that correct?
- 12 A. Right.
- Q. That means they only have to be 500 feet 13
- 14 from another billboard?
- A. They have to be, yeah, within -- when we 15
- 16 use Priority A and B, you have to be within
- 17 500 feet.
- 18 Q. If you're in Priority C or D, that
- 19 basically means you're locating elsewhere in the
- 20 City on either a property that's owned by the same
- 21 property owner but elsewhere in the city or just a
- 22 completely different property altogether. Is that
- 23 a fair summary of C and D?
- 24 A. Yes.
- 25 Q. And if you're in either of those two
- 1 priorities, you have to adhere to 1500-feet
- 2 spacing?
- 3 A. That's correct.
- Q. That's what the City has applied to the 4
- 5 application that we're talking about here tonight?
- 6 A. Yes.
- Q. Okay. Now, you mentioned earlier that
- 8 special permits are not renewable. Correct?
- A. That's correct.
- 10 Q. But they are extendable. You can extend
- 11 them?
- 12 A. Yes.
- 13 Q. Well, that's what SignAd and the City
- 14 agreed to in 2015?
- 15 A. That was a special agreement between the
- 16 City of Houston and SignAd. That had nothing to
- 17 do with Sign Administration. Here at Sign
- 18 Administration, we go by what the code states.
- 19 Q. Okay. But in 2015, you were with the 20 City?
- 21 A. Yes.
- 22 Q. And so those two billboards located north
- 23 and south of the sign on Wilcrest, those were
- 24 there in 2015. Correct?
- A. I have no idea if they were there.

- 1 Q. You don't know if those were there in
- 2 2015?
- 3 A. No. sir.
- 4 Q. Do you have any reason to believe
- 5 otherwise?
- A. I'm unaware of that situation in 2015. 6
- 7 Q. Okay. But if they were there, you would
- 8 agree with me that there were two signs located
- 9 within 1500 feet of the sign on Wilcrest?
- 10 A. If you speculate I guess if I was
- 11 there -- I can't -- I can't speak on that at all.
- 12 Q. Okay. And what SignAd is asking the City
- 13 to do in this instance is apply 500 versus
- 14 1500-feet spacing and grant its permit
- 15 application. Do you understand that?
- 16 A. Okay.
- 17 MR. ROTHFELDER: I don't have anything
- 18 else.
- 19 CHAIRMAN DISHBERGER: Okay. Thank
- 20 you.
- 21 Any other witnesses or testimony or
- 22 evidence?
- 23 MS. YOUNT: No.
- 24 CHAIRMAN DISHBERGER: All right.
- 25 MS. YOUNT: The City rests.
- Page 50
- Page 52 CHAIRMAN DISHBERGER: Well, you're not 1
- 2 resting. You'll have a chance to come back.
- 3 All right. So we'll go back to you
- 4 guys. Richard?
- 5 MR, ROTHFELDER: Chris.
- CHAIRMAN DISHBERGER: Chris. I'm 6
- 7 sorry.
- MR. ROTHFELDER: Well, Richard's -- he 8
- 9 likes to joke he's my older brother, 71-year-old
- 10 brother.

12

- 11 SignAd calls Rusty Reichle.
 - RUSSELL "RUSTY" REICHLE,
- 13 having been first duly sworn, testified as
- 14 follows:
 - DIRECT EXAMINATION
- 16 BY MR, ROTHFELDER:
- 17 Q. Mr. Reichle, please introduce yourself
- 18 for the members of the Board and everybody else in
- 19 the room.
- 20 A. Yes. My name is Russell Reichle. My
- 21 friends call me Rusty so you can call me whatever.
- 22 I'm a native Houstonian. I went to St. Pius High
- 23 School, born and raised in the area.
- 24 I've been in the outdoor business for
- 25 over 42 years. I started with Foster & Kleiser.

Page 56

Page 53

- 1 Foster & Kleiser was bought out by Patrick Media
- 2 which was bought out by Eller Media which was
- 3 bought out by Clear Channel.
- 4 I was vice-president of sales for
- 5 Clear Channel Outdoor for 12 years and then I was
- 6 import sales manager, meaning that I handled all
- 7 the national business for Clear Channel for four
- 8 years.
- 9 I've been with SignAd Outdoor for
- 10 seven and a half years. I'm in the real estate
- 11 business. I secure permits. I apply for permits.
- 12 I do anything and everything that Is applicable to
- 13 the real estate part of our business from securing
- 14 leases and talking to property owners and working
- 15 through various issues.
- 16 I have been in the business, like I
- 17 said, for over 42 years.
- 18 Q. Mr. Reichle, you've answered the first
- 19 10 of my questions in that first answer, and I
- 20 appreciate it. And so just quickly, would you say
- 21 that you have a pretty good understanding and
- 22 pretty good experience with state and local sign
- 23 regulations?
- 24 A. Yes, sir. I've learned a lot going from
- 25 the sales end to selling space to the real estate

- 1 Correct?
- 2 A. Yes.
- 3 Q. And that was issued September 26th, 1997.
- 4 Correct?

5

- A. Yes, sir.
- 6 Q. Now, Mr. Reichle, I want to talk briefly
- 7 about Section 4617 of the Houston Sign Code.
- 8 That's Exhibit 3 in your binder there.
- 9 A. Yes, sir.
- 10 Q. Now, the Houston Sign Code, it generally
- 11 prohibits new billboards. Correct?
- 12 A. Yes.
- 13 Q. And the -- really the only exception is
- 14 billboards that you have to relocate because of a
- 15 highway widening?
- 16 A. Yes, sir.
- 17 Q. And for one of those billboards you get
- 18 what's called a special permit, do you not?
- 19 A. Yes.
- 20 Q. And that special permit, when you use it,
- 21 it's good for 10 years. Right?
- 22 A. Yes, sir.
- 23 Q. And really my main question is -- well,
- 24 exactly what I asked Mr. Conde earlier. You have
- 25 these priorities. You either have to relocate on

Page 54

- 1 end and working with municipalities and government2 agencies, yes, sir.
- 3 Q. Now, Mr. Reichle, I'm going to ask you to
- 4 turn to Exhibit 1 in SignAd's binder. Now, are we
- 5 here tonight to talk about SignAd's appeal of this
- 6 rejection letter that SignAd received back in
- 7 November of last year?
- 8 A. Yes.
- 9 Q. So let's talk first about the sign that
- 10 we're visiting about tonight. The sign's located
- 11 at 11700 Wilcrest Drive. And that's just south of
- 12 the Beltway on US 59, is it not?
- 13 A. Yes, sir.
- 14 Q. And when did SignAd build that sign?
- 15 A. Lord, I believe we built it in '97.
- 16 Q. And this is important. Was it built
- 17 using a special permit?
- 18 A. Yes.
- 19 Q. And a special permit, that's the same
- 20 kind of relocation permit that we've been talking
- 21 about tonight that's issued under 4617 of the
- 22 Houston Sign Code, is it not?
- 23 A. Yes.
- 24 Q. And is that permit -- that's a -- a copy
- 25 of that is in SignAd's notebook as Exhibit 2.

- 1 the same or an abutting property. Right?
- 2 A. Right.
- 3 Q. If you do that, you only have to be
- 4 500 feet from another billboard?
- 5 A. Exactly.
- 6 Q. Or you relocate from another piece of
- 7 property that's owned by your property owner or
- 8 somewhere else in the City. Right?
- 9 A. Yes, sir.
- 10 Q. And if you relocate to one of those
- 11 places, you have to be at least 1500 feet from
- 12 another billboard?
- 13 A. Correct.
- 14 Q. Now, we mentioned earlier SignAd
- 15 relocated this particular sign using one of these
- 16 special permits?
- 17 A. Correct.
- 18 Q. And where was that billboard?
- 19 A. It was off of FM 529.
- 20 Q. So it wasn't the same property?
- 21 A. No.
- 22 Q. It wasn't an abutting property?
- 23 A. No.
- 24 Q. It was located elsewhere in the city?
- 25 A. Different part of the market.



General Appeals Board Meeting Page 59 Page 57 CHAIRMAN DISHBERGER: Thank you. Q. Now, although it was located elsewhere in 1 2 MR, McKNIGHT: Because it's the same 2 the city, did SignAd ultimately have to adhere to 3 as your exhibit. It's just hand done. 3 1500-feet spacing? 4 MS. YOUNT: What? Oh, yeah. A. Could you repeat that again? 5 MR. McKNIGHT: It's the same exhibit. 5 Q. Yeah. Let's take a look at Exhibit 4. MS. YOUNT: I just wanted to make sure 6 And let me ask you to identify that for us. 7 what it was. 7 A. Okay. 8 MR. McKNIGHT: Because if we can't use Q. Now, is Exhibit 4 a diagram that shows 9 this go to the City's exhibit. 9 the location of the Wilcrest sign adjacent to two CHAIRMAN DISHBERGER: They round off 10 10 other billboards --11 A. Exactly. 11 numbers here. Q. (BY MR. ROTHFELDER) Well, let me -- I'll 12 12 Q. -- at the time of the permit application 13 put it into context. So this is -- it's labeled 13 in 1997? 14 14 Plot Plan. A. Yes, sir. But what it shows, does it not, 15 Q. Now, was this attached to a TxDOT permit 16 Mr. Reichle, a billboard similar to what it looks 16 application at the time? 17 like today 600 feet south of the Wilcrest sign 17 A. Right. 18 labeled as Eller? You see that? 18 Q. And is this a fair and accurate 19 depiction --19 A. Uh-huh. 20 THE REPORTER: I'm sorry. Verbal 20 A. Yes, it is. 21 Q. -- of what it looked like --21 answer. 22 A. Yes. 22 A. Yes, sir. I'm very familiar with it. 23 Q. And, Mr. Reichle, I hate to tell you 23 THE REPORTER: Thank you. 24 this. If you'll let me finish my question --24 Q. (BY MR. ROTHFELDER) And what does Eller 25 A. Okay. 25 mean to you? Page 60 Page 58 A. 600 feet. Q. -- and then you finish your answer --1 1 2 2 A. Okay. Q. No, no. Is Eller Media the same as what 3 Clear Channel Outdoor is today? Q. -- so that our madam court reporter over A. Yes. 4 here doesn't take one of us outside. I know 5 Q. And is there a Clear Channel Outdoor --5 she'll appreciate that. A. Yes, there is. MR. ROTHFELDER: And, Mr. Chairman, we 6 Q. -- billboard located --7 offer Exhibit 4. 7 A. Yes. CHAIRMAN DISHBERGER: So we as a 8 9 group, this rarely happens, but we have something 9 Q. -- about 600 feet south of the sign? 10 here, an exhibit that's being questioned by the 10 A. Correct. 11 Q. And located 500 feet -- 550 feet north is 11 City. So it's up to the Board. 12 Does the Board want to accept this 12 a -- what looks like a billboard located --13 exhibit? I'd like to --13 designated as 3M. Do you see that? 14 MR. McKNIGHT: I think if the City has 14 A. Yes. 15 an objection to the exhibit --15 Q. And is 3M known as Outfront Media today? 16 CHAIRMAN DISHBERGER: What? 16 A. Yes, sir. Q. Is that same Outfront Media billboard 17 MS. YOUNT: Well, I just didn't know, 17 18 until he explained it, where it came from.

18 there today?

19 A. Yes.

20 Q. And you said that you've been in the

21 Houston billboard industry for 40 years. Since

22 1997, have the provisions of this Section 4617

23 changed?

24 A. No.

25 Q. But you would agree with me that still,

25 for the record)

20 objecting to it still?

23 will accept Exhibit 4 now.

MS. YOUNT: No.

CHAIRMAN DISHBERGER: Are you

(SignAd, Ltd., Exhibit 4 was admitted

CHAIRMAN DISHBERGER: Okay, So we

19

21

22

Page 61

- 1 at the time, the City granted an application
- 2 despite these spacing issues for the use of a
- 3 special permit?
- A. Correct.
- Q. Now, I want to talk about what happened
- 6 in 2015. Now, in 2015, the City and SignAd
- 7 entered into a pretty big settlement agreement,
- 8 did they not?
- 9 A. Yes.
- 10 Q. And what that agreement did was it
- 11 extended several expiring or expired 10-year
- 12 relocation special permits, did it not?
- 13 A. Correct.
- 14 Q. So in this case, for this particular
- 15 appeal, you submitted, on behalf of SignAd, an
- 16 application to use one of your warehoused special
- 17 permits, did you not?
- 18 A. Yes.
- 19 Q. And that was for a billboard located on
- 20 Main Street?
- 21 A. Yes.
- 22 Q. Okay. And was that a valuable billboard
- 23 that SignAd lost as part of a highway widening?
- A. Yes. It was actually lost due to the
- 25 construction of NRG Park and parking lot areas and

- Page 63 1 Mr. Reichle, in other words, the City agreed as
 - 2 part of this settlement agreement they've already
 - 3 considered exactly what you're asking to do here,
 - 4 that is, extend a special permit using another
 - 5 special permit?
 - A. Exactly.
 - Q. Now, to your knowledge, did the City ever 7
 - 8 consider such a proposal?
 - 9 A. No.
 - 10 Q. Did we ask the City for a meeting to talk
 - 11 about such a proposal?
 - 12 A. No.
 - 13 Q. And did we ever get to have such a
 - 14 meeting?
 - 15 A. No.
 - Q. Okay. But you would agree with me that 16
 - 17 historically, based on your experience in the
 - 18 Houston billboard market, the City has agreed to
 - 19 the same types of proposals and applications that
 - 20 SignAd has submitted in this particular instance,
 - 21 that is, extending a permit with a 10-year
 - 22 relocation permit using another permit?
 - 23 A. Correct.
 - Q. Now, if you don't use your permit for
 - 25 this particular sign, is it fair to say that

Page 62

24

- 1 it was extremely -- today it would be very
- 2 valuable. The rodeo just had 2.7 million go in
- 3 23 days. And so yes.
- Q. So in 2015, the City and SignAd entered
- 5 into a settlement agreement. A copy of that is
- 6 Exhibit 5 in your notebook. And I want to -- I
- 7 want to direct your attention, Mr. Reichle, to
- 8 Page 5 of that exhibit.
- And read along with me in the middle
- 10 of Paragraph 9 there starting with the second
- 11 sentence.
- 12 "The City and SignAd may work jointly
- 13 to extend by special permit any sign that is built
- 14 or has been built by special permit in order to
- 15 expedite and reduce the cost of such projects."
- 16 "Such extension of a special permit
- 17 may be allowed for any sign whose permit has not
- 18 expired provided that such extension is agreed to
- 19 by the parties."
- 20 "The City will consider and, as
- 21 appropriate, grant relocation and extension
- 22 opportunities to avoid the cost to governmental
- 23 entities for the taking of other signs through
- 24 eminent domain."
- 25 Now, in other words -- so,

1 SignAd will take it elsewhere and build a new

- 2 billboard in the city?
- 3 A. Correct.
- Q. So what we're talking about here is
- 5 either SignAd would be allowed to extend the
- 6 permit for this sign, now nine and a half years,
- 7 or put up a new biliboard elsewhere in the city
- 8 for 10 years?
- A. Correct.
- Q. So what is it that we're asking for the 10
- 11 General Appeals Board to do here tonight? Are you
- 12 asking them to overturn the rejection?
- 13 A. We're asking them to overturn the
- 14 rejection and allow us to use an unused permit for
- 15 an existing structure which would diminish
- 16 additional outdoor to be built into the city
- 17 and -- in a city that has -- and we abide by the
- 18 code, et cetera, and for us to do that, one less
- 19 billboard we would have to build. We would just 20 apply it and operate it accordingly.
- 21 MR. ROTHFELDER: Pass the witness.
- 22 **CROSS-EXAMINATION**
- 23 BY MS. YOUNT:
- 24 Q. Hello. Good evening. I just have a few
- 25 questions. I know everybody's overanxious to get

1

2

5

Page 67

Page 65

1 out of here. I am going to share my screen again.

2 And it's Mr. Reichle. Correct?

3 A. Yes, ma'am.

4 Q. Okay. Mr. Reichle, I am showing you what

5 is SignAd's Exhibit 8, the first page. And we're

6 looking at this. So this is the first page of the

7 application for the special permit we're

8 discussing today. Correct?

9 A. Yes, ma'am.

10 Q. Okay. And the date received on there is

11 November 14th, 2024. Correct?

12 A. Yes, ma'am.

13 Q. Do you have any reason to dispute that

14 that is the date on which this application was

15 submitted to the City?

16 A. Yes, ma'am.

17 Q. Would you have a reason to say it was not

18 when the City received it?

19 A. I'm sorry. But I -- my -- I have my

20 hearing aid.

21 Q. Oh, that's fine. I'll speak up.

22 A. Thank you.

23 Q. I'll repeat the question. So the date on

24 this first page of the application says it was

25 received by the City November 14th, 2024. Do you

A. Correct.

Q. And so SignAd agreed that its permit for

3 11700 Wilcrest would be September 18th, 2024.

4 Correct?

A. Correct.

3 Q. Okay. And Wilcrest has -- that billboard

7 has two faces. Right?

A. Correct.

9 Q. Okay. And can you explain what two faces

10 means just so we're clear?

11 A. The board is -- it basically is a

12 monopole structure and it has two faces, one

13 facing forward right-hand southbound traffic and

14 the other for left-hand northbound traffic.

15 Q. Okay. So 8811 1/2 Main Street, that

16 billboard's only one face. Is that correct?

17 A. Correct.

18 Q. Okay. So why did SignAd only apply using

19 a credit for a billboard with one face for a

20 billboard that has two faces?

21 A. My mistake.

22 Q. Okay. Fair enough.

23 A. My mistake.

24 Q. Fair enough. No. I'll move on.

Okay. I want you -- I'm still in the

Page 66

25

4

7

9

1 have any reason to dispute that as when the City

2 received it?

3 A. No.

4 Q. Okay. Is that when SignAd submitted its

5 application to the City?

6 A. Yes.

7 Q. Okay. Now, I want to show you -- and

8 we've looked at this before. I think it's --

9 yeah. Whoops. Wrong one.

10 I'm going to show you -- this is

11 exhibit which is our -- this is Exhibit 9, but it

12 is also in the SignAd's -- got it. Sorry.

13 Okay. Exhibit 9. This is the City's

14 Exhibit 9, but it is SignAd's Exhibit 5. And this

15 is the last page of the 2015 settlement agreement

16 and it's Exhibit E to the settlement agreement.

17 So this 2015 settlement agreement,

18 SignAd -- it was something SignAd agreed to.

19 Correct?

20 A. The extension permits for relocated

21 boards.

22 Q. Yes?

23 A. Yes.

24 Q. Okay. And No. 10 is 11700 Wilcrest.

25 Correct?

Page 68

1 settlement agreement. If you could go to Page 8

2 of the settlement agreement.

3 A. Is --

Q. Sorry. Is there a question?

5 A. You said Page 8. Page 8 of?

6 MR. ROTHFELDER: City's Exhibit 9?

MS, YOUNT: Yes.

8 A. I don't have the City's.

MR. ROTHFELDER: Here.

10 A. Okav.

11 Q. (BY MS. YOUNT) Okay, I'm looking at

12 Paragraph 7 on Page 8 of the City's Exhibit 9.

13 And I'm going to read. "If either party fails to

14 require the other to perform a term of this

15 agreement, that failure does not prevent the party

16 from later enforcing that term and all other

17 terms. If either party waives the other's breach

18 of a term, that waiver does not waive a later

19 breach of the agreement."

20 So here, SignAd is agreeing that if

21 one of the parties does not enforce a term of this

22 agreement that it would not be considered a waiver

23 of that. Correct?

24 MR. ROTHFELDER: Ms. Yount, he's not a

25 lawver.



Page 72

Page 69 MS. YOUNT: Okay.

2 A. I'm not a lawyer.

1

- 3 Q. (BY MS. YOUNT) So do you have any
- 4 opinion about what that means?
- 5 A. I'm not an attorney.
- 6 Q. Okay. That's fair enough. Okay. And
- 7 I -- just because you guys were relying so heavily
- 8 on this contract, I wanted to point out something
- 9 else on Page 4 of the settlement agreement.
- 10 So this is Page 4 of the City's
- 11 Exhibit 9. And we're looking -- this is also
- 12 Paragraph 7. It says here -- Paragraph 7 regards
- 13 the timely renewal of permits that SignAd has
- 14 agreed to.
- 15 And it says, "This agreement shall not
- 16 be construed to release SignAd from compliance
- 17 with any provision of the Sign Code."
- 18 Did I read that correctly,
- 19 Mr. Reichle?
- 20 A. I'm reading it now if you would like to
- 21 again.
- 22 Q. Sure.
- 23 A. Again, I'm not an attorney so I didn't
- 24 write any of that so...
- 25 Q. Lunderstand. So in article --

- 1 A. Yes.
- 2 Q. -- court reporter.
- 3 And then -- but SignAd did not apply
- 4 for an additional special permit until November
- 5 2024. Correct?
- A. Correct.
- 7 Q. Okay. Thanks.
- 8 A. I was -- I was aware that the application
- 9 needed to be prepared and I started preparing for
- 10 it immediately.
- 11 Q. Okay.
- 12 A. It just took a little time for me to get
- 13 it all completed --
- 14 Q. Okay.
- 15 A. -- for the -- for the magnitude of the
- 16 documents that are needed for a special permit
- 17 application, which I believe is 23 or something
- 18 like that.
- 19 Q. Okay. Well, yeah. Thank you for the
- 20 explanation.
- 21 MS, YOUNT: I think -- yeah. I pass
- 22 the witness.

- 23 Any further questions?
 - CHAIRMAN DISHBERGER: Other questions?
- 25 MR. ROTHFELDER: Yeah, just quickly.
- Page 70
- 1 Paragraph 7, basically the last sentence on Page 4
- 2 says, "This agreement shall not be construed to
- 3 release SignAd from compliance with any provision
- 4 of the Sign Code." Correct?
- 5 A. Correct. That's what it says.
- 6 Q. Okay. And then the last thing with this
- 7 contract, the next page, Page 5. It was -- Page 5
- 8 of the City's Exhibit 9. And you went over this
- 9 with Mr. Rothfelder.
- 10 And I wanted to point out -- I have it
- 11 highlighted up here, but if we go to -- this is
- 12 the first sentence, the second sentence.
- 13 The third sentence says, "Such
- 14 extension of a special permit may not allow -- be
- 15 allowed for any sign whose permit has not expired
- 16 provided that such extension is agreed to by the
- 17 parties?"
- 18 First of all, SignAd had agreed that
- 19 the permit -- special permit expired
- 20 September 28th, 2024, in this agreement. Correct?
- 21 A. (Nods head)
- 22 Q. Is that correct?
- 23 A. Correct.
- 24 Q. Sorry. I just need a verbal answer for
- 25 our --

- 1 REDIRECT EXAMINATION
- 2 BY MR. ROTHFELDER:
- 3 Q. Going back to Page 4, Mr. Reichle, that
- 4 last sentence that Ms. Yount was reading, it says,
- 5 "This agreement shall not be construed to release
- 6 SignAd from compliance with any provision of the
- 7 Sign Code," but then there's a second part of that
- 8 sentence, "except as necessary to fulfill the
- 9 terms of this agreement," does it not?
- 10 A. Yes, it does.
- 11 Q. And one of the terms of that agreement is
- 12 that the City would consider extensions of
- 13 existing relocation permits?
- 14 A. Yes.
- 15 Q. To your knowledge, did SignAd ever get
- 16 the opportunity to discuss such an extension with
- 17 the City?
- 18 A. No.
- 19 Q. And does SignAd have more of these
- 20 warehouse permits in its inventory?
- 21 A. Yes.
- 22 Q. And to show the Board members, are those
- 23 listed on the City's Exhibit 10?
- 24 A. Yes.
- 25 Q. And if you look at the fourth column



Page 75 1 there, does that show the number of faces that 1 what -- what you said was you were trying to meet 2 with the City sign people and they would not meet 2 the -- SignAd has in its warehouse --3 A. Yes. 3 with you? MS. YOUNT: I would -- I received an 4 Q. -- inventory? 4 5 So does SignAd still have plenty of 5 email late last week on the eve of this, but I was 6 faces in its inventory that it could use for this 6 not presented until we talked today, you know, but 7 we were -- Chris Rothfelder asked for a meeting 7 sign or any other sign? 8 A. Yes. 8 based off of -- and I have the email if y'all want 9 MR. ROTHFELDER: Pass the witness. 9 to see it, but this has been something that we 10 CHAIRMAN DISHBERGER: I think we're 10 have been discussing with Mr. Rothfelder and his 11 done with the --11 client, meaning SignAd, for years. 12 12 MS. YOUNT: No further questions. The first one that y'all granted were 13 spacing requirements. You know, SignAd -- you 13 CHAIRMAN DISHBERGER: Thank you. 14 know, we did come to an agreement then. This has 14 We're done with the witnesses. We'd 15 probably like to have questions from the Board of 15 been -- you know, the Sign Administration is 16 the groups here. 16 trying to enforce the code and not go on to these 17 Are there -- are there any questions 17 agreements that we're looking at here today trying 18 of the Board? I'll be last. 18 to get us back on track on enforcing the code. 19 19 So we -- given it was the eve of the Guys online? 20 MR. THOMPSON: I'm good. 20 hearing, we represent the Sign Administration and 21 we're going to go forward. 21 CHAIRMAN DISHBERGER: Lance? 22 22 CHAIRMAN DISHBERGER: Okay. MR. McKNIGHT: No questions. 23 CHAIRMAN DISHBERGER: So can I ask a 23 MR. ROTHFELDER: I emailed Ms. Yount 24 question. Why did you wait until -- you said it 24 on Wednesday of last week and I asked for a 25 took a lot of time to get the permit together, but 25 meeting to talk about a resolution to this matter. Page 76 Page 74 1 you've had 10 years to prepare for such an 1 This is the same type of meeting that's 2 extension. 2 contemplated by this agreement. And Ms. Yount 3 Why did you submit 45 days late? 3 told us it's not going to happen. To my knowledge, nobody with the MR. REICHLE: I was -- in my current 5 City -- to be clear, the 2015 settlement agreement 5 position, I was unaware that it was coming due, 6 for lack of a better word, on -- in September. 6 is with the City. It's not with the Sign 7 And then I was advised of that situation. 7 Administration. And to my knowledge, the City was 8 never asked if we could have such a meeting. And, like I said, it takes -- to So my point in bringing that up is 9 satisfy the permit application that I had to 10 adhere to for the City Sign Code, you know, you 10 that we would like that meeting to take place or 11 at least an answer as to whether or not the 11 have to get a new survey. You have to order this. 12 You have to find this. You have to get the 12 decisionmakers with the City will entertain such a 13 meeting so we can follow the terms of the 13 property owner to sign off on certain documents. 14 settlement agreement before this appeal has to be 14 You have to meet with them at their schedule. 15 It took that amount of time for me to 15 included, because once we're done here today we've 16 only got so much time to appeal to City Council 16 prepare it accordingly. And I worked on it every 17 and then it's done. 17 day. 18 18 CHAIRMAN DISHBERGER: Sure. CHAIRMAN DISHBERGER: Okay. The last 19 19 thing. I never really got the answer. Maybe you Yes, sir? 20 MR. RUIZ: Back to the original 20 kind of answered. You're saying you tried to talk 21 question about the -- about the filing of the 21 to the City and the City would not talk to you? 22 That just seems --22 application, part of the introduction was you've 23 23 been doing this for 42 years -- or plus 40 years, (Phone call interruption)

24 I think.

25

So are applications typically late,

MS. YOUNT: Well, so --

CHAIRMAN DISHBERGER: No one -- is

24

Page 79 Page 77 1 because applications take the amount of time they 1 expiration date? 2 take to take? Right? So either -- are 2 MR. REICHLE: Yes, sir. 3 3 applications typically late or was there something MR. RUIZ: Okay. 4 special about this for it being late a couple of 4 MR. REICHLE: So --5 months or -- you know, the September to November 5 MR. McKNIGHT: I've got a question for 6 date? 6 the Sign Administration. 7 MR, REICHLE: When I -- when I worked If the application had been on time, 8 this one, I knew nothing about what we wanted to 8 would that have affected your decision on whether 9 to accept the application or not? 9 apply for and to figure out, you know, we want to 10 move it here. And then I had to get -- you know, 10 MR. CONDE: Oh, no, not at all. 11 Whether it's on time or not, we do our due 11 I had to prepare scope of work. I had to get, you 12 know, original copies of the -- of the landowner 12 diligence and we still go through it. 13 waiver. I had to get a survey. 13 MR. McKNIGHT: Okav. 14 14 MR. CONDE: We've still got to check There were different elements that I 15 the --15 had to get my mind into the mode of preparing to 16 get it done because when I do my -- if you've had MR. McKNIGHT: So the actual timing of 16 17 a chance to look at my application, I do it like 17 the application is not germane to this --18 my old sales skill. 18 MR. CONDE: No. MR. McKNIGHT: -- conversation? 19 19 I do a cover sheet. I document it. 20 And it's buttoned up. I'm a straight shooter and 20 MR. CONDE: Well, I don't know. 21 I do it so that I -- when I give it to Mr. Conde, 21 MS. YOUNT: Well, I mean, I would --22 it makes his life easier that I'm not giving him 22 because they're -- they are hitting so hard on 23 bits and pieces of things that are part of it. 23 that contractual provision that -- saying the I give him the actual document with an 24 settlement agreement requires us to meet with 25 actual cover sheet and an explain -- an actual 25 them. Page 80 Page 78 1 explanation of what it entails. And I have to 1 Well, by the same contractual 2 prepare three copies of everything for Mr. Conde 2 provision, if the permit expires, that special 3 as -- and us and all the notarization and 3 provision doesn't apply at all. Like we're not 4 everything. 4 admitting it would, but we're saying even if it So, yes, it takes me some time to wrap 5 were an issue it --6 myself around it so that it's done correctly. 1 MR. McKNIGHT: Okay. I get it. I 7 don't want to have to make the Sign Administration 7 just wanted to clarify. 8 call me and go, "Well, I need this. Well, I need 8 MS. YOUNT: -- it doesn't qualify, 9 this." 9 yeah. 10 MR. McKNIGHT: Okay. Cool. 10 When I do it, if you can see, I do it 11 totally buttoned up. And Mr. Conde here will 11 CHAIRMAN DISHBERGER: And a last 12 probably agree with me on how I've done it. And I 12 guestion for David. 13 13 feel like I do it the right way. And, yes, sir, MR. CONDE: Yes, sir. CHAIRMAN DISHBERGER: Question. So 14 14 it takes me some time on top of all of my other 15 responsibilities that I have to do on a daily 15 they got these other two signs there. How did 16 basis. 16 this sign ever get approved in the first place 17 MR. RUIZ: I don't think it's a 17 being within 5 -- less than -- more than 500 feet 18 guestion as to the thoroughness of it. It's 18 away? 19 just -- so it sounds like you just weren't made 19 You're not -- you're not sure if the 20 signs were there or not, but somebody approved it. 20 aware of when to start preparing for it.



21 The City of Houston said, "This sign is fine to be

24 the City then -- they weren't there then, that the

25 City didn't allow two other signs to be put up

22 in this location between these two signs" or 23 you're -- or you're going to say opposite, is that

24 doing it as quickly as I could.

MR. REICHLE: Yeah. And as far as

MR. RUIZ: You weren't aware of the

22 awareness of, you know, I've got to have it in

23 this timeframe, you know, I wasn't aware. I was

21

Page 81 Page 81

1 closer also in the following years.

2 So which --

3 MR. CONDE: Yeah. No. That's a great

4 question, Mr. Chairman. You know, I wish I knew

5 the answer to that, but I don't. I don't. That

6 was before my time.

7 I don't know what happened verbally

8 through email. I don't know - special agreements.

9 I don't know what happened during that time. I

10 can't speak on that. I'm sorry.

11 CHAIRMAN DISHBERGER: Okay. No 12 problem.

13 MR. CONDE: Okay.

14 CHAIRMAN DISHBERGER: Any other -- any

15 other questions?

16 MR. RUIZ: So those signs that were or

17 were not there, you know, that -- you know, that

18 were or were not there, the contract that they

19 entered into to -- you know, to finish this within

20 or to get rid of this sign within 10 years,

21 whatever that contractual agreement is that you're

22 holding him to, is that the reason that you

23 settled for?

24 Regardless of whether those signs were

25 there or not, the agreement was that they would --

1 their permit would expire in September 2024 so

2 they had to apply for a new permit.

3 And then the evidence here today has

4 shown that it was compliant with the Sign Code.

5 CHAIRMAN DISHBERGER: Okay. Thank

6 you.

8

7 CLOSING ARGUMENT BY SIGNAD, LTD.

MR. ROTHFELDER: Board members, we're

9 just asking for consistency here, consistency and

10 common sense.

11 The same treatment that SignAd got in

12 1987, that it got in 2015, that if it gets here

13 tonight would lead to one less billboard being

14 constructed in the City and this sign staying in

15 operation for nine and a half years rather than a

16 full 10 years that a new billboard will be put up

17 in the City.

18 CHAIRMAN DISHBERGER: Thank you.

I need -- any discussion?

20 First of all, we need a motion from

21 someone on the Board besides myself to approve or

22 disapprove the request that they get their sign

23 permit.

19

1

24 MR. McKNIGHT: I move we disapprove

25 their request.

Page 82
1 they would remove it. It wasn't contingent upon

2 whether or not there were or were not signs there?

3 MR. CONDE: Exactly.

4 MR. RUIZ: And that --

5 MR. CONDE: Yeah. That's a 10-year

6 contract and that's -- that was the deadline given

7 to them.

21

8 MR. RUIZ: So whether or not the signs 9 were there or not, the contract was still ending?

10 MR. CONDE: Right. Correct, yes, sir.

11 CHAIRMAN DISHBERGER: We've got a few 12 questions.

13 Anybody else have a question online?

14 (No response)

15 CHAIRMAN DISHBERGER: If not, can

16 we -- if something came up and you want to have

17 one last comment from the City, we'll have one

18 last comment here that's short. We don't want to

19 hear the same stuff but just close.

20 MS. YOUNT: Oh, sure.

CLOSING ARGUMENT BY THE CITY OF HOUSTON

22 MS. YOUNT: Just, you know, very

23 quickly, I think in the presentation and evidence

24 here shows that the application in 2024, which was

25 necessary because SignAd agreed that it would --

Page 84 CHAIRMAN DISHBERGER: Okay. Do we

2 hear a second?

3 MR. BROWN: Can you restate the

4 motion, please?

5 MR. McKNIGHT: I move we disapprove

6 their request to overturn the permit rejection.

7 CHAIRMAN DISHBERGER: Someone can

8 second and still be against it. We just -- we

9 need a second to have a discussion.

10 MR. THOMPSON: I'll second that.

11 CHAIRMAN DISHBERGER: Okay. So now we

12 have discussion, a discussion among the Board

13 members. The motion out there is to disapprove

14 the applicant.

Any comments or -- from anyone?

16 MR. McKNIGHT: My look at this is in

17 order to extend that it takes the City to

18 negotiate. The Sign Authority's action on a

19 permit, they have to follow the letter of the

20 code.

15

21 And we're here just to interpret the

22 code so we have no bearing in the ability to

23 overturn this because we are just here to

24 interpret the code as it's written, and that's our

25 sole job. So I don't see that we have any avenue

General Appeal	s Board Meeting Pages 8588
Page 85 1 to overturn this.	Page 87 1 All those who vote to disapprove the
2 CHAIRMAN DISHBERGER: Okay. Anybody	· ·
3 online?	3 MR. McKNIGHT: Aye.
4 (No response)	4 CHAIRMAN DISHBERGER: I've got one
5 CHAIRMAN DISHBERGER: Okay. We'll put	5 person, two, three, four.
6 it to a vote then. All in the motion is to	6 All those who vote to approve, say
7 disapprove the applicant's request for a sign	7 "Aye."
8 permit.	8 You going to vote?
9 All in favor of disapproving, say	9 MR. RUIZ: I didn't think I voted.
10 "Aye."	10 CHAIRMAN DISHBERGER: Yeah.
11 MR. McKNIGHT: Aye.	11 MR. RUIZ: Okay. Then I will vote to
12 CHAIRMAN DISHBERGER: We've got one.	12 disapprove.
13 Any just one aye.	13 CHAIRMAN DISHBERGER: Okay. So it's
14 Okay. Those who disapprove, say	14 five-zero.
15 "Aye."	15 So the applicant's motion to approve
16 Sorry. Who are against the motion who	16 has been not approved. Did that make sense?
17 want to approve. We only have two votes right now	17 Okay. Thank you. With that, make a
18 so I	18 motion to do I have a motion to close the
19 MR. THOMPSON: It's very it's very	19 meeting?
20 difficult to hear you because there's a constant	20 MR. McKNIGHT: I move we adjourn the
21 echo.	21 meeting.
22 CHAIRMAN DISHBERGER: Yes.	22 CHAIRMAN DISHBERGER: Is there a
23 MR. THOMPSON: So maybe ask	23 second?
24 CHAIRMAN DISHBERGER: Okay. So we	24 MR. RUIZ: Second.
25 have a motion on the floor to disapprove the	25 CHAIRMAN DISHBERGER: There's a
Lo navo a monon en mon to alampio to mo	
Page 86	Page 88
1 applicant's request. So the vote is if you vote	1 second.
applicant's request. So the vote is if you vote yes you're voting to disapprove.	1 second. 2 All in favor, say "Aye."
 1 applicant's request. So the vote is if you vote 2 yes you're voting to disapprove. 3 If you're voting no, you're voting to 	1 second. 2 All in favor, say "Aye." 3 THE BOARD: Aye.
 applicant's request. So the vote is if you vote yes you're voting to disapprove. If you're voting no, you're voting to approve the applicant. 	 1 second. 2 All in favor, say "Aye." 3 THE BOARD: Aye. 4 (End of General Appeals Board Meeting)
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General Appeal	s Board Meeting Page 8
1 STATE OF TEXAS) 2 COUNTY OF HARRIS) 3 4 I, Diana Ramos, a Certified Shorthand 5 Reporter in and for the State of Texas, do hereby 6 certify that at the time and place stated in the 7 caption hereto a General Appeals Board Meeting was 8 held; that the parties who made presentations at 9 the Meeting personally appeared before me, and the 10 witnesses who were examined by representatives for 11 the respective parties hereto were sworn by me; 12 that the proceedings of the Meeting, including 13 presentations of said parties, were taken in 14 machine shorthand by me and later reduced to 15 typewriting under my direction, and the foregoing 16 constitutes a true and correct transcript of said 17 proceedings. 18 Given under my hand and seal of office 19 this the 18th day of April, 2025. 20 21 Diana Ramos, CSR 22 CSR No. 3133, Expires 12-31-2027 Lexitas 23 Firm Registration No. 95 13101 Northwest Freeway, Suite 210 24 Houston, Texas 77040 (281) 469-5580	
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	General Appeals Board Meeting	Index: 1/1-year-old
	19th 7:13	45 74:3
1		46 12:15
1 7:3,4 30:23 31:10 44:17	2	4617 12:16 13:15 14:3,6
45:2 46:22 47:7,13 54:4	2 43:5,7 54:25	15:14,20 31:18,21 34:16 39:7 48:20 54:21 55:7
1,500 42:16	2.7 62:2	60:22
1/2 40:3,19 67:15	2007 36:22 37:2,5,7	
10 13:2 27:12 34:12 35:14 38:3 40:11 53:19 55:21	2013 45:25	5
64:8 66:24 72:23 74:1 81:20 83:16	2015 27:4 50:14,19,24 51:2,6 61:6 62:4 66:15,17 76:5 83:12	5 23:17 27:7 38:15,16 40:22 46:22 47:14 62:6,8 66:14 70:7 80:17
10-year 27:3 31:24 34:20	2024 38:5,13 39:5 44:23	
36:10 61:11 63:21 82:5	45:5 65:11,25 67:3 70:20	500 26:23 47:21 49:13,17 51:13 56:4 60:11 80:17
11 7:3 11:21 13:14 30:23 31:10,14,16,17 41:15	71:5 82:24 83:1	500-feet 27:19 49:10
48:22	2025 89:19	529 56:19
11700 35:1 36:1,17 37:2	210 89:23	550 60:11
38:4,12 40:5,25 42:5 54:11 66:24 67:3	23 62:3 71:17	570 26:18 43:15
12 29:16 45:24 53:5	26th 36:14,25 55:3	571 25:11 42:11
12-31-2027 89:22	281 469-5580 89:24	587 43:14
13 35:22	28th 70:20	59 26:15 54:12
14 39:5	2nd 45:4	590 26:18
14th 65:11,25	3	592 25:10 42:10
1500 13:8 14:8 15:20	<u></u>	5:15 7:6,10
26:25 34:4 41:23 51:9	3 36:6 43:5,7 46:22 47:13	
56:11	55:8	6
1500-feet 50:1 51:14 57:3	3133 89:22	6 41:25 42:1,2 46:4,7
1500-foot 41:8	3M 60:13,15	47:16,19
16 47:21	4	600 47:22 48:1 59:17 60:1,
18 36:7 44:23		9
1811 40:19	4 32:18,20 33:15,22 44:9, 11,12 46:16,25 47:3,8	6201 9:2
18th 38:5 67:3 89:19	57:5,8 58:7,23,24 69:9,10	6:41 88:5
19431 8:6	70:1 72:3	7
1987 83:12	4-D 14:7	
1997 26:14 36:7,14,25	40 60:21 76:23	7 36:8,9,23 68:12 69:12
48:6,10,15,18 55:3 57:13 60:22	42 52:25 53:17 76:23	70:1
30.22		71-year-old 52:9
İ		

	General Appeals Board Meeting	Index: 77040approve
77040 89:24	address 36:15,17	ahead 20:3
	adhere 50:1 57:2 74:10	aid 65:20
8	adjacent 57:9	allowed 30:15 62:17 64:5
8 7:4 14:3 15:7,10,22,23	adjourn 87:20	70:15
33:11,17 34:2 35:3,19,20,	Administration 27:2 29:9,	altered 14:5
21 37:1 46:22 47:8,14 48:22 65:5 68:1,5,12	11,12,19,24 45:23 48:5	altogether 49:22
8-B 34:8 41:18	50:17,18 75:15,20 76:7 78:7 79:6	amount 74:15 77:1
800 42:12,13	Administration's 12:4	appeal 26:12 27:15 44:24 54:5 61:15 76:14,16
8811 40:3 67:15	admissions 15:5	appealed 45:4
9	admitted 15:18 31:11 47:14 58:24	appeals 7:9 9:25 26:6 64:11 88:4 89:7
0.07.44.40.00.40.00.44.40	admitting 42:15 80:4	appeared 89:9
9 37:14,16 62:10 66:11,13, 14 68:6,12 69:11 70:8	advantage 49:10	appellant 26:2
95 89:23	advertising 30:4	applicable 13:14,23 15:1
97 54:15	advised 74:7	53:12
	affected 79:8	applicant 30:16 34:19
Α	affidavit 15:12 41:11,12	84:14 86:4
A-10 34:16	agencies 54:2	applicant's 85:7 86:1 87:15
A- 4 13:15	Agenda 9:24	application 15:4 25:6,16
A-4-C 14:6	agree 46:21 47:25 48:25	27:18,21 29:13 30:15
A-4-D 15:14	51:8 60:25 63:16 78:12	38:16,19,23 39:4,12 40:1
A-8-B 15:20	agreed 27:9 37:1 38:9 50:14 62:18 63:1,18	41:5,20 42:16,21 43:18 45:7 50:5 51:15 57:12,16
abide 64:17	66:18 67:2 69:14 70:16,	61:1,16 65:7,14,24 66:5
ability 84:22	18 82:25	71:8,17 74:9 76:22 77:17 79:7,9,17 82:24
Absolutely 25:22	agreeing 35:13 68:20	applications 30:8,9,11
abutting 13:10,20 26:22	agreement 27:5 35:7,9 36:3,5 37:9,17,20 50:15	63:19 76:25 77:1,3
33:3 49:4,9 56:1,22	61:7,10 62:5 63:2 66:15,	applied 50:4
accept 31:9 47:10 58:12, 23 79:9	16,17 68:1,2,15,19,22 69:9,15 70:2,20 72:5,9,11	apply 10:7 15:21 27:19 33:22 38:11 40:4 41:5
accurate 43:24 57:18	75:14 76:2,5,14 79:24 81:21,25	51:13 53:11 64:20 67:18
action 84:18	agreements 34:25 75:17	71:3 77:9 80:3 83:2
actual 37:17 43:8 44:12	81:8	applying 34:8
77:24,25 79:16 additional 64:16 71:4	agrees 34:19	approve 7:18,19 8:15,16 9:9,10 10:24 30:8,15 83:21 85:17 86:4,11 87:6,
		•

15

approved 44:5,6 80:16,20 87:16

approving 86:22

April 89:19

area 29:14 52:23

areas 61:25

ARGUMENT 82:21 83:7

article 35:12 69:25

assume 28:5

attached 57:15

attendance 11:19

attention 32:17 62:7

attorney 69:5,23

Attorney's 11:10

attorneys 10:5

Authority's 84:18

avenue 84:25

avoid 62:22

aware 71:8 78:20,23,25

awareness 78:22

aye 8:1,2,23,24 9:18,19 85:10,11,13,15 86:6,7,14 87:2,3,7 88:2,3

В

back 10:12,20,21 35:23 40:22 41:15 47:3 52:2,3 54:6 72:3 75:18 76:20

background 20:11

based 63:17 75:8

basically 30:3 33:2,6 38:8 39:18,21 49:19 67:11

70:1

basis 78:16

batches 22:7

bearing 84:22

behalf 61:15

BELTON 8:11 9:4

Beltway 26:16 54:12

big 61:7

billboard 11:24 12:22,23 13:1,8,18,22 15:14 25:8, 9,10 26:14,19,24,25 27:3 32:24 34:3,5 38:4 41:9 47:20 48:1 49:14 56:4,12, 18 59:16 60:7,12,17,21 61:19,22 63:18 64:2,7,19 67:6,19,20 83:13,16

billboard's 13:10 67:16

billboards 12:20 25:12 26:17 30:6 37:10 38:9 42:6 43:10 50:22 55:11, 14,17 57:10

binder 48:23 54:4 55:8

bit 27:16 45:24

bits 77:23

board 7:9,14 8:2,24 9:19 10:24 12:3,6,10,12 22:19 26:7,9,14 29:7 47:9 52:18 58:11,12 64:11 67:11 72:22 73:15,18 83:8,21 84:12 88:3,4 89:7

boards 66:21

born 52:23

bottom 32:17 33:11 34:15

bought 53:1,2,3

breach 68:17,19

breaks 33:19

briefly 10:9 25:20 55:6

bringing 76:9

brother 52:9,10

BROWN 84:3

build 54:14 64:1,19

built 26:14,19 54:15,16 62:13,14 64:16

business 7:11 8:4 10:4 30:4 52:24 53:7,11,13,16

buttoned 77:20 78:11

C

call 7:9 22:20 27:25 28:1 52:21 74:23 78:8

called 22:24 32:8 35:21 49:1 55:18

calls 52:11

caption 89:7

carry 20:8

case 10:18 61:14

center 29:10 42:4

Certified 89:4

certify 89:6

cetera 64:18

chairman 7:7,8,17,20,22, 25 8:3,14,17,20,22,25 9:8,11,13,17,20,22 11:12 14:22 16:3,12,17,19,20 17:2,9,19,22 18:8,13 19:16 20:6,10,18 22:3,16 23:1,4,9,14 24:12,18,21, 24 25:2,18,23 27:22 28:4, 8,11,17,19,23 30:21,24 31:3,5,8 35:20 45:12 46:5,9,13,24 47:2,5,12 51:19,24 52:1,6 58:6,8, 16,19,22 59:1,10 71:24 73:10,13,21,23 74:18,25 75:22 76:18 80:11,14 81:4,11,14 82:11,15 83:5, 18 84:1,7,11 85:2,5,12, 22,24 86:8,12,16,21 87:4, 10,13,22,25



chance 10:15 52:2 77:17 changed 60:23 charge 29:22 charging 22:2 check 8:5 79:14 choice 41:6 75:7 19 clerk 35:10 **client** 75:11 close 82:19 87:18 41:23 81:1

Channel 53:3,5,7 60:3,5 Chris 9:25 25:25 52:5,6 city 7:3 8:7,9 9:3 10:9,12 11:7,8,9,16 12:6 13:17,24 14:13 15:4,17 22:6 25:6, 15 27:6,9 29:14,15 31:10 35:7 37:8,18 38:10 40:7, 13 43:21 49:20.21 50:4, 13,16,20 51:12,25 56:8, 24 57:2 58:11,14 61:1,6 62:4,12,20 63:1,7,10,18 64:2,7,16,17 65:15,18,25 66:1,5 72:12,17 74:10,21 75:2 76:5,6,7,12,16 80:21,24,25 82:17,21 83:14,17 84:17 86:14,15, **City's** 27:8 46:8 47:16,19 48:22 59:9 66:13 68:6,8, 55:24 77:21 78:2,11 12 69:10 70:8 72:23 **clarify** 34:7 36:23 80:7 clear 13:6 23:10 53:3,5,7 60:3,5 67:10 76:5 86:24 closer 13:8 14:8 34:4 **CLOSING** 82:21 83:7 co-counsel 11:10 28:21

General Appeals Board Meeting 54:22 55:7,10 64:18 69:17 70:4 72:7 74:10 75:16,18 83:4 84:20,22, 24 Code's 12:19 column 72:25 comment 82:17,18 comments 36:21 84:15 **common** 83:10 company 31:25 32:22 33:20 44:6,8 compensation 12:24 complete 44:3 completed 71:13 completely 49:22 **compliance** 69:16 70:3 72:6 compliant 83:4 computer 18:1 21:23 22:1 concept 12:15 conclusion 11:5 Conde 28:3,14,22 29:1,6. 8 31:13 45:18 47:15

79:10,14,18,20 80:13 81:3,13 82:3,5,10 condemnation 12:25 32:1 **conditions** 13:4 37:3 conference 19:4 confirm 35:5 36:9,18 40:19 confirms 37:1 **connect** 33:15,16

considerable 9:5 consideration 7:12 9:24 **considered** 63:3 68:22

consistency 83:9 constant 85:20 constitutes 89:16 constructed 83:14 construction 61:25 construed 69:16 70:2 72:5

contemplated 76:2 context 59:13 contingent 82:1 continues 8:13 9:7 contract 34:20 69:8 70:7 81:18 82:6,9 contractual 79:23 80:1

81:21 contractually 35:13 conversation 79:19

Cool 80:10 copies 77:12 78:2 copy 54:24 62:5

correct 12:11 32:5,6 34:22 35:16 36:1,2 37:3, 4,23 38:21 39:8,9 41:11 45:2,3 47:23,24 48:2,3 49:11 50:3,8,9,24 55:1,4, 11 56:13,17 60:10 61:4, 13 63:23 64:3.9 65:2.8.11 66:19,25 67:1,4,5,8,16,17 68:23 70:4,5,20,22,23 71:5,6 82:10 89:16

correctly 69:18 78:6 cost 62:15,22 Council 12:6 76:16 counsel 26:4

County 12:7 35:10 89:2 couple 10:10 11:25 12:1 77:4

code 11:22 12:11 13:5,6

26:20 29:12,13,25 30:19

31:17 41:16 48:21 50:18

court 12:7 58:3 71:2 cover 77:19,25 crazy 17:23 22:10 credit 39:15,17,18,23 40:3,4 67:19 credits 40:8,14,17 **CROSS-EXAMINATION** 45:16 64:22 cross-examine 10:15 CSR 89:21,22 current 26:15 29:17 74:4 **cut** 24:2,3,5 D daily 78:15 date 36:5,7,13,18 38:5 65:10,14,23 77:6 79:1 David 28:14 29:1,8 80:12 day 8:4 74:17 89:19 days 62:3 74:3 deadline 37:13 82:6 deal 10:6 17:18,21 debt 12:25 **December** 7:13 45:4 decide 32:22 47:9 deciding 30:14 decision 12:9 44:24 79:8 decisionmakers 76:12 decisions 12:6,9 declined 42:21

deny 44:22 department 29:23 depending 33:19 depicted 43:17 depiction 57:19 designated 60:13 determine 41:4 diagram 57:8 dial 22:4 **Diana** 89:4,21 difficult 85:20 diligence 79:12 diminish 64:15 direct 29:4 52:15 62:7 direction 89:15 disapprove 10:25 83:22, 24 84:5,13 85:7,14,25 86:2,6,17,19 87:1,12 disapproving 85:9 discuss 72:16 discussed 33:14 discussing 33:23 65:8 75:10 discussion 7:23 8:20,23 9:15 10:23 83:19 84:9,12 **Dishberger** 7:7,8,17,20, 22,25 8:3,14,17,20,22,25 9:8,11,13,17,20,22 11:12 14:22 16:3,12,17,19 17:2, 9,19,22 18:8,13 19:16 20:6,10,18 22:3,16 23:1, 4,9,14 24:12,18,21,24 25:2,18 27:22 28:4,8,11,

17,19,23 30:24 31:3,5,8

24 47:2,5,12 51:19,24

59:1,10 71:24 73:10,13,

52:1,6 58:8,16,19,22

35:20 45:12,15 46:5,9,13,

21,23 74:18,25 75:22 76:18 80:11,14 81:11,14 82:11,15 83:5,18 84:1,7, 11 85:2,5,12,22,24 86:8, 12,16,21 87:4,10,13,22, 25 displayed 13:15 dispute 10:1 65:13 66:1 distance 42:8,9,24 43:14, 15 district 12:7 **DOBBINS** 14:18,21,23 16:23 18:11,19,24 19:1, 13,21,24 20:16,23 21:1,7, 12,18,24 22:14 23:5,12, 16,19,21,23 24:2,5,9,17 document 35:5 38:25 40:13 77:19,24 documents 71:16 74:13 domain 32:1 62:24 doubt 48:8 draw 32:16 drive 17:23 22:10 35:1 36:17 37:2 54:11 due 12:23 61:24 74:5 79:11 duly 29:2 52:13

Ε

earlier 39:6 50:7 55:24 56:14 **Earth** 42:3 easier 77:22 **echo** 17:8,18,21 19:15 20:7,22,24 21:16 23:10, 11,13 85:21 echoing 22:9

economic 9:5

40:24 44:20

demonstrated 45:1

denial 11:23,24 12:4

denied 25:15 45:7

Elaine 26:3

elements 77:14

Elga 14:23 18:11,19,24 21:1,19 23:6,19,21 24:2

eligible 15:16

Eller 53:2 59:18,24 60:2

email 7:14 75:5,8 81:8

emailed 75:23

eminent 32:1 62:24

end 21:2 23:10,13 25:17 53:25 54:1 88:4

ending 82:9

enforce 29:24 68:21 75:16

enforces 29:12

enforcing 30:19 68:16 75:18

entails 78:1

enter 30:22 34:19,25

entered 61:7 62:4 81:19

entertain 76:12

entities 62:23

entity 32:2

estate 26:3 53:10,13,25

eve 75:5,19

evening 64:24

everybody's 64:25

evidence 10:13 22:11

25:21 30:22 31:9 48:13

51:22 82:23 83:3

Evidentiary 31:1

EXAMINATION 29:4

52:15 72:1

examined 89:10

exception 55:13

exceptions 12:18

exhibit 11:21 13:14 15:7, 10,22,23 27:7 31:14,16, 17 35:3,18,19,21,22,24 36:6,8,9,23,25 37:1,14, 16,25 38:2,6,15,16 40:11, 22 41:15,25 42:2 43:5 44:9,11,12,17 45:2 46:4, 7,16,25 47:3,16,19 54:4, 25 55:8 57:5,8 58:7,10, 13,15,23,24 59:3,5,9

72:23

exhibits 7:3,4 11:17 20:9
30:23 31:10 43:7 46:12,

62:6,8 65:5 66:11,13,14,

16 68:6,12 69:11 70:8

14 47:7,13

existing 32:23 43:3 64:15

72:13

expedite 62:15

experience 53:22 63:17

expiration 36:18 38:5,13

79:1

expire 83:1

expired 27:12 39:13 61:11

62:18 70:15,19

expires 80:2 89:22

expiring 61:11

explain 42:2 67:9 77:25

explained 58:18

explaining 20:4

explains 32:21

explanation 71:20 78:1

extend 37:10 50:10 62:13

63:4 64:5 84:17

extendable 50:10

extended 61:11

extending 63:21

extends 37:21

extension 37:12 38:13 62:16,18,21 66:20 70:14, 16 72:16 74:2

extensions 38:9 72:12

extensive 8:12

extremely 62:1

F

face 67:16,19

faces 67:7,9,12,20 73:1,6

facing 67:13

fact 12:7

fails 68:13

failure 68:15

fair 49:23 57:18 63:25

67:22,24 69:6

fall 27:13

familiar 31:21 57:22

favor 8:1,23 9:18 85:9

88:2

feedback 21:13

feel 11:2 78:13

feet 13:8 14:8 15:20

25:10,11 26:18,23,25 34:4 41:23 42:10,11,12,

13,16 43:14,15 47:22

48:1 49:13,17 51:9 56:4,

11 59:17 60:1,9,11 80:17

fighting 12:21

figure 77:9

file 35:9

filing 76:21

find 39:24 43:4,10 74:12

fine 20:2 46:15 65:21

80:21

finish 57:24 58:1 81:19

deficial Appeals board inceiling	
22 20:1 21:3,10,21 22:23	hardships 21:6,7
	Harris 12:7 35:10 89:2
—	Harvey 9:2
	hate 57:23
•	head 70:21
	hear 7:18 8:15,17 9:8
•	14:17,19,21,23,24 16:2,8, 20,23 17:1,2,4,11,14
	18:5,15,16,20,24,25 19:7,
•	13,25 20:2,11 21:12 23:9,
61:1 75:12	19,23,25 24:3,4,8 82:19 84:2 85:20
great 81:3	heard 11:25
group 58:9	hearing 18:4 65:20 75:20
groups 73:16	heavily 69:7
guess 24:8 35:18 46:8	held 89:8
	hereto 89:7,11
	High 52:22
- r	highlighted 70:11
— •	highway 13:9 14:9 34:6
25 24:3 28:9 52:4 69:7	41:9,24 42:18 49:3 55:15 61:23
	historically 63:17
Н .	hitting 79:22
half 53:10 64:6 83:15	Hoffman 9:2
	hold 32:15 42:13
	holding 81:22
14 59:3 89:18	home 8:6 9:1
handed 11:18	Honor 31:4
handled 53:6	housing 22:17
hands 28:13	Houston 7:3 11:16 29:9,
happen 76:3	14 31:10 35:8 36:1 37:8,
happened 37:7 61:5 81:7,	18 38:10 50:16 54:22
9	55:7,10 60:21 63:18 80:21 82:21 89:24
hard 79:22	Houstonian 52:22
hardship 8:7,13 9:1,5,7	hub 19:10,11,22 21:23
	22 20:1 21:3,10,21 22:23 23:7 24:4 good 13:2 53:21,22 55:21 64:24 73:20 Google 42:3 government 32:1 54:1 governmental 62:22 grant 31:20 51:14 62:21 granted 31:25 32:4,12 36:11,24 37:12 39:19 61:1 75:12 great 81:3 group 58:9 groups 73:16 guess 24:8 35:18 46:8 51:10 guide 26:11 guy 22:22 guys 10:11,15 15:8,25 16:19 19:20 21:1 23:9,19, 25 24:3 28:9 52:4 69:7 73:19 H half 53:10 64:6 83:15 halo 21:21 hand 20:12,14,20 24:10, 14 59:3 89:18 handed 11:18 handled 53:6 hands 28:13 happened 37:7 61:5 81:7, 9 hard 79:22

23:8		
	issue 17:8 34:25 38:20 48:25 80:5	learned 53:24
l	issued 12:17 27:2 33:8	leases 53:14 led 40:24
idea 50:25	54:21 55:3	left 12:8
identify 57:6	issues 11:25 53:15 61:2	left-hand 67:14
illness 8:12	Item 9:24 38:3	legal 10:6
image 15:24 25:7 42:3	J	legalese 26:9
immediately 34:21 71:10		letter 44:7 54:6 84:19
impacted 49:3	job 29:17 84:25	Lexitas 89:22
implement 12:10	join 21:24	life 77:22
import 53:6	joined 21:18,19	likes 52:9
important 26:12 54:16	jointly 62:12	limited 12:18 26:1
86:24	joke 52:9	list 38:8 40:9,20
include 30:11	judge 10:5 12:8 31:7,8	listed 33:16 72:23
included 76:15	K	listen 22:10
including 89:12		local 53:22
industry 60:21	kind 11:6 54:20 74:20	located 14:8 26:17,22,24
information 10:3 22:5	Kleiser 52:25 53:1	30:5 38:4 41:23 47:20
41:1 42:20,23	knew 77:8 81:4	48:1,9 49:8 50:22 51:8 54:10 56:24 57:1 60:7,11,
Inglis 11:11 28:22 29:5 30:21 31:12,13 35:21	knowledge 63:7 72:15 76:4,7	12 61:19
45:11	70.4,7	locating 49:19
inspection 44:4,13	Ĺ	location 13:3 26:15 31:24
inspector 29:18,21 30:7	labeled 59:13,18	32:13,14 33:5,7 35:25 37:11 38:12 39:13,24
instance 44:5 51:13 63:20	lack 74:6	57:9 80:22
interpret 84:21,24	Lance 73:21	locations 13:24 37:12
interpretation 12:11	landowner 33:5 35:13	log 21:8
interruption 74:23	77:12	long 22:1 29:15 34:10
intro 25:17,19	Lane 8:6	45:22
introduce 29:6 52:17	laptop 19:19	looked 57:21 66:8
introduction 24:22 25:4	late 74:3 75:5 76:25 77:3,	Lord 54:15
	4	Lori 11:9 16:13,14 18:1
76:22		28:2.19
	lawyer 68:25 69:2 lead 83:13	28:2,19 lost 61:23,24

73:25 measured 43:9 mute 16:25 17:7,10 18:9, 15,17 19:3,10,19 20:10, loud 23:10 measurements 43:9,12, 19,20,25 21:1,5 16,19,20,25 44:1 louder 16:14 muted 19:11 21:4,10 measuring 43:2,13,21 low 23:16 muting 17:7 Media 53:1,2 60:2,15,17 lower 17:25 19:18,21 meet 13:4 15:6 27:20 lowering 23:7 Ν 41:20 74:14 75:1,2 79:24 meeting 7:9,13 63:10,14 name's 25:25 M 75:7,25 76:1,8,10,13 national 53:7 87:19,21 88:4 89:7,9.12 machine 89:14 native 52:22 members 22:19 52:18 madam 58:3 **Natoya** 11:10 72:22 83:8 84:13 made 78:19 89:8 mentioned 37:19 50:7 nay 86:15 magnitude 71:15 56:14 necessarily 15:9 main 40:3,19 55:23 61:20 met 12:5 41:3 needed 71:9,16 67:15 microphone 16:13,25 negotiate 30:16 84:18 majority 30:6 19:4 night 11:18 22:7 make 59:6 78:7 86:23 Microsoft 20:13 24:14 87:16,17 nods 70:21 middle 25:9 62:9 normal 43:18 makes 77:22 Mike 7:7 manager 53:6 **north** 42:7 47:20,22 50:22 million 62:2 60:11 manufactured 8:6 9:1 mind 77:15 22:17 northbound 67:14 minute 10:10 14:19 Northwest 89:23 market 56:25 63:18 minutes 7:12 12:12 notarization 78:3 match 43:16 mistake 67:21,23 notarized 41:14 material 16:9 **mode** 77:15 matter 8:9 75:25 notebook 27:7,8 54:25 62:6 monopole 67:12 Mcclure 26:4 notified 44:6 months 12:8 77:5 Mcknight 7:19 8:6,16 9:10 November 39:5 44:23 18:7,10,22 58:14 59:2,5,8 morning 22:6 54:7 65:11,25 71:4 77:5 73:22 79:5,13,16,19 80:6, motion 7:18 8:3,15,25 9:9, 10 83:24 84:5,16 85:11 22 10:24 83:20 84:4,13 **NRG** 61:25 86:7,13 87:3,20 85:6,16,25 86:17,22 87:2, number 73:1 meaning 53:6 75:11 15,18 numbers 59:11 means 49:13,19 67:10 move 7:19 8:4,16 9:10 69:4 10:12,17 67:24 77:10 0 83:24 84:5 87:20 measure 43:2,3 municipalities 54:1 objecting 58:20

objection 46:14 58:15
objections 30:25 31:2
obtain 13:6 40:4
off-premise 12:19 14:9 29:23,25 30:1,3 34:4 41:24 42:17 44:12
offer 30:23 58:7
office 11:10 89:18
older 52:9
one's 43:15
online 24:13 73:19 82:13 85:3
opening 10:11 11:15,16 25:24
operate 64:20
operation 37:21 83:15
opinion 69:4
opportunities 62:22
opportunity 72:16
opposed 9:20
opposite 80:23
option 24:14
options 49:2,5
order 7:9,11 32:22 35:14 62:14 74:11 84:17
original 13:22 32:13 76:20 77:12
other's 68:17
outdoor 52:24 53:5,9 60:3,5 64:16
Outfront 60:15,17
overanxious 64:25
overturn 27:20 64:12,13

General Appeals Board Meeting	
owned 13:21 33:4 49:20 56:7	15,2 51:1
owner 12:22 13:21 34:24 49:21 56:7 74:13	55:1 62:1 22,2
owners 53:14	70:1 73:2
Р	84:6
p.m. 7:6 88:5 packet 33:24 35:18 41:2,7 42:23	permi 11 54 61:1: 72:1:
paid 34:21	permi
Paragraph 62:10 68:12	Permi
69:12 70:1	Perse
parcel 13:10,11,19,20,21	perso
Park 61:25	perso
parking 61:25	pertin
part 37:2 42:22 53:13 56:25 61:23 63:2 72:7 76:22 77:23	phone photo
parties 62:19 68:21 70:17 89:8,11,13	photo piece
party 68:13,15,17	piece
pass 45:11 64:21 71:21 73:9	Pius
passes 8:3,25 9:22	place 80:1
past 9:6 12:1 26:10	place
Patrick 53:1	Plan
people 10:4 11:19 15:11 22:13,15,17,21 75:2	plenty Plot
perform 68:14	point
Perkins 8:5	70:1
permit 11:23 12:4,16,17,	positi
21 13:2,7 15:5 25:14 27:2,3,12,21 30:8,15,17	pre-m
31:19,23,24,25 32:7,8,12 33:8 34:11,13,19,20 35:8,	prece 27:1
15 36:11,13,19,20,24	prepa

37:3 38:12,16 39:10,13,

0 40:5,25 44:20,22 4 54:17,19,20,24 8,20 57:12,15 61:3 3,14,16,17 63:4,5,21, 4 64:6,14 65:7 67:2 4,15,19 71:4,16 5 74:9 80:2 83:1,2,23 ,19 85:8 its 30:12 32:3 39:7, 0:8 53:11 56:16 2,17 66:20 69:13 3,20 itted 48:5,11,15 itting 29:10 ey 8:5,11 on 87:5 onally 38:22 89:9 nent 47:6 e 74:23 o 15:23 os 43:8,20 56:6 **s** 49:9 77:23 52:22 27:11 39:15 76:10 6 89:6 s 56:11 59:14 **y** 73:5 59:14 10:23 15:2 69:8 0 76:9 ion 29:22 74:5 narked 7:5 edent 26:8,9,13 prepare 74:1,16 77:11



84:6,23 85:1 overview 12:14

78:2 provided 62:18 70:16 real 26:2 53:10,13,25 **provision** 69:17 70:3 72:6 reason 25:15 27:4 48:8 prepared 71:9 79:23 80:2,3 51:4 65:13,17 66:1 81:22 preparing 71:9 77:15 78:20 provisions 60:22 reasons 27:15 present 10:13,14,17,18 purport 38:2 receive 39:3 pursuant 15:14 presentation 16:9 26:5 received 54:6 65:10,18,25 82:23 66:2 75:4 Push 24:15 presentations 89:8,13 recognize 24:15 put 18:15 59:13 64:7 80:25 83:16 85:5 presented 75:6 recommend 8:13 9:6 presenting 16:1 28:22 putting 15:8 recommending 8:8 pretty 53:21,22 61:7 record 31:11 46:12 47:14 Q 58:25 prevent 68:15 REDIRECT 72:1 previous 26:6 qualify 13:25 80:8 **reduce** 62:15 previously 44:14 question 45:22 55:23 reduced 89:14 57:24 65:23 68:4 73:24 primary 29:20 76:21 78:18 79:5 80:12, refer 47:16 priorities 13:16 32:21,25 14 81:4 82:13 33:1,6,22 49:7 50:1 55:25 reference 15:2 40:10 questioned 58:10 priority 15:15,19 33:20,25 referencing 41:6 questions 7:15 8:23 10:19 41:6,7,13,22 49:16,18 referred 14:3 38:17 44:15 11:4 45:12 53:19 64:25 **problem** 19:6,9 81:12 71:23,24 73:12,15,17,22 referring 35:6 37:20 81:15 82:12 proceedings 12:25 89:12, reflect 38:25 17 quickly 12:13 53:20 71:25 refresher 12:13 78:24 82:23 process 42:22 Registration 89:23 quicky 10:10 25:19 prohibition 12:19 regular 10:3 prohibits 55:11 R regulate 29:24 project 12:24 regulations 14:11 53:23 raise 20:12,14,20 24:10, projects 32:5 62:15 **Reichle** 26:2 27:16 28:7, 14 28:13 property 26:22,23 30:5 15 52:11,12,17,20 53:18 raised 52:23 33:3,4 49:4,5,9,10,20,21, 54:3 55:6 57:23 59:16 22 53:14 56:1,7,20,22 Ramos 89:4,21 62:7 63:1 65:2,4 69:19 74:13 72:3 74:4 77:7 78:21 rarely 58:9 79:2,4 proposal 63:8,11 reached 27:6 proposals 63:19 rejection 27:21 44:7 54:6 read 41:19 62:9 68:13 64:12,14 84:6 proposed 35:25 69:18 release 69:16 70:3 72:5 proposing 39:14 reading 69:20 72:4 relocate 13:1,17 33:3 49:3



	General Appeals Board Meeting	Index: relocatedshare
55:14,25 56:6,10	resolution 75:25	Rusty 26:2 28:7 52:11,12,
relocated 13:4,7 14:6	respect 27:18	21
15:16 26:25 32:4,24 36:16 39:21 56:15 66:20	respective 89:11	S
relocating 11:24 15:14	respondent 30:25	
49:2	response 7:16,24 8:21	sales 53:4,6,25 77:18
relocation 32:8 36:10	9:16,21 16:22 17:13 18:6, 12,21 19:8 23:20,22 24:1	sat 45:18
49:1 54:20 61:12 62:21 63:22 72:13	82:14 85:4	satellite 15:24 25:7 42:3 43:20
relying 69:7	responsibilities 29:21	satisfy 74:9
remain 27:11	78:15	schedule 49:1 74:14
removal 40:3	restate 84:3	School 52:23
remove 34:21 35:14 37:1,	resting 52:2	scope 77:11
9 45:8 82:1	restrictions 27:11	screen 11:20 65:1
removed 22:23,24 32:13	rests 51:25	seal 89:18
36:21 39:20	review 30:8	
renewable 13:3 34:13	reviewing 38:23 41:1	section 12:15,16,22 13:18 14:6 31:17,18,21 33:18
39:7,11 50:8	Richard 52:4	39:7 41:19 48:20 55:7
renewal 69:13	Richard's 52:8	60:22
repeat 24:22 57:4 65:23	rid 81:20	secure 53:11
reporter 28:10,12,15,16,	right-hand 67:13	securing 53:13
18 58:3 59:20,23 71:2 89:5	Riley 26:2	selected 41:10
represent 75:20	rodeo 62:2	selling 53:25
representative 15:13 26:3	rolling 11:2	senior 29:18,21 30:7
representatives 89:10	room 19:5 52:19	sense 83:10 87:16
representing 11:8	Rothfelder 9:25 16:11 25:22,25 26:1 28:7 31:1,	sentence 62:11 70:1,12, 13 72:4,8
request 83:22,25 84:6 85:7 86:1	4,6 45:14,17 46:7,11,19,	separation 41:8
	23 47:15 51:17 52:5,8,16 58:6 59:12,24 64:21 68:6,	September 36:7,14,22,25
require 68:14 required 41:8	9,24 70:9 71:25 72:2 73:9 75:7,10,23 83:8	38:5,13 55:3 67:3 70:20 74:6 77:5 83:1
requirement 27:20 33:19	• •	set 33:6
34:1 41:3,5 43:11	round 59:10	settled 81:23
requirements 12:5 14:2	RUIZ 76:20 78:17,25 79:3 81:16 82:4,8 87:9,11,24	settlement 27:5 61:7 62:5
15:3,6,20 25:14 33:7,16 75:13	run 21:23	63:2 66:15,16,17 68:1,2
requires 79:24	Russell 28:14 52:12,20	69:9 76:5,14 79:24
	•	share 65:1

sharing 11:19

she'll 58:5

sheet 77:19,25

shooter 77:20

short 82:18

shorthand 89:4,14

show 13:13 48:13 66:7,10 72:22 73:1

showing 22:13 25:5 42:4 65:4

shown 83:4

shows 36:24 42:6 47:19 57:8 59:15 82:24

side 10:17 13:9 14:9 16:2 21:19 25:11 34:5 41:9,24 42:17 48:9

sides 27:24

sign 9:24 10:1 12:4,11,18 13:6,7 14:5,9 25:13 26:18,20 27:1,10 29:9,11, 12,13,18,24 30:8 31:17, 25 32:4,22,23 33:8,20,22 34:5,21,24 35:1,14,25 36:15,21 37:2,5,22 40:3, 25 41:22,24 42:13,16,17 44:6,7 45:8,22 47:21,22 48:2,4,5,9,10,14 49:2,4 50:17,23 51:9 53:22 54:9, 14,22 55:7,10 56:15 57:9 59:17 60:9 62:13,17 63:25 64:6 69:17 70:4,15 72:7 73:7 74:10,13 75:2, 15,20 76:6 78:7 79:6 80:16,21 81:20 83:4,14, 22 84:18 85:7

sign's 54:10

signad 7:4 9:25 15:4,13 20:5 25:6,24 26:1,3,4,14, 19 27:2,6,9,14 34:24 35:8,12 36:11,24 37:1,9, 18 38:10,11 39:1,11,14 40:2 41:20 42:15 43:17 44:24 45:8 47:13 50:13, 16 51:12 52:11 53:9 54:6, 14 56:14 57:2 58:24 61:6, 15,23 62:4,12 63:20 64:1, 5 66:4,18 67:2,18 68:20 69:13,16 70:3,18 71:3 72:6,15,19 73:2,5 75:11, 13 82:25 83:7,11

Signad's 15:7 27:21 33:24 37:22 46:12 54:4,5,25 65:5 66:12,14

signed 36:3 41:10

signs 12:19 30:4 42:25 48:9 51:8 62:23 80:15,20, 22,25 81:16,24 82:2,8

similar 59:16

sir 45:20 47:18 48:7 49:7 51:3 53:24 54:2,13 55:5, 9,16,22 56:9 57:14,22 60:16 76:19 78:13 79:2 80:13 82:10

sit 24:9

site 13:1 25:8 42:4 43:1 44:3,4,12,13

situation 26:11 51:6 74:7

skill 77:18

slight 43:18

soft 16:15

sole 84:25

somebody's 19:2,3

sort 12:14

sounds 8:7 78:19

south 26:16 42:7 48:1,2 50:23 54:11 59:17 60:9

southbound 67:13

space 53:25

spacing 11:24 12:5 14:1, 10 15:3,6,19 25:14 27:10,

19 33:7,19 34:1 41:2,4 43:11 49:11 50:2 51:14 57:3 61:2 75:13

speak 8:9 10:9 16:5,14 24:13 51:11 65:21 81:10

special 11:23 12:4,17,21 13:7 15:5 25:14 30:12 31:19,23,24 32:3,7,12 33:8 34:10,13,19,20 35:8, 15 36:11,24 38:11,16 39:6,10,11,13,20 40:4,24 44:20 50:8,15 54:17,19 55:18,20 56:16 61:3,12, 16 62:13,14,16 63:4,5 65:7 70:14,19 71:4,16 77:4 80:2 81:8

specific 41:19

specifically 32:17 41:18

specifies 37:18

speculate 51:10

spoken 16:15

spot 15:16

St 52:22

stance 86:15

standby 39:21

start 11:7 28:20 78:20 86:25

started 26:5 52:25 71:9

starting 11:21 62:10

state 13:2 53:22 89:1,5

stated 41:7 89:6

statement 10:11 11:16 25:24

states 35:24 41:21,22 50:18

stating 41:12 44:4

staying 83:14

stop 10:23

straight 77:20 Street 9:2 40:4,20 61:20 67:15 structure 32:23 39:16,19 42:5 43:3 64:15 67:12 **structures** 29:25 30:2,3 32:11 37:22 43:4 **stuff** 10:6 20:15 22:5,6 24:25 82:19 submit 39:12 46:11 74:3 **submitted** 14:12 15:4 25:6 39:1 41:12 61:15 63:20 65:15 66:4 15,17,22 34:2,18 48:22

subsection 13:15,16 14:2, 3,4 15:20 32:18,20 33:11, subsections 13:14 15:1 Suite 89:23

summarize 48:24 **summary** 49:23 **supposed** 32:11,12 **survey** 74:11 77:13 swearer 28:9

sworn 27:25 28:15 29:2 52:13 89:11

T

Tab 48:22 tabbed 15:10 tables 45:18 takes 74:8 78:5,14 84:17 **taking** 62:23 talk 11:4 23:11 26:8 27:5. 16 48:20 54:5,9 55:6 61:5 63:10 74:20.21 75:25

talking 9:25 14:4,7 18:16 23:15 26:6.7 48:21 50:5 53:14 54:20 64:4 talks 31:18 **TEAMS** 20:13 24:14

technology 18:22 22:22 telling 33:2 tells 31:19

term 38:4 68:14,16,18,21 terms 26:19,21 27:1 68:17 72:9,11 76:13

testified 29:2 52:13 testimony 51:21 **Testing** 23:18

Texas 36:1 89:1,5,24 theoretically 32:10 39:22

thing 18:17 70:6 74:19

things 10:8 11:2 77:23

THOMPSON 7:21 8:19 9:12 14:14 16:5,7 17:16 19:2 20:2,8 73:20 84:10 85:19,23 86:10,20

thoroughness 78:18

time 19:5 21:13 23:11 27:23 36:12 46:8 57:12, 16 61:1 71:12 73:25 74:15 76:16 77:1 78:5,14 79:7,11 81:6,9 89:6

timeframe 78:23 timely 69:13

times 12:1,3 27:19

timing 79:16

title 29:17 38:6

titled 37:24

today 11:22 13:12,23 14:4 26:20 33:23 38:20 48:22 59:17 60:3,15,18 62:1

65:8 75:6,17 76:15 83:3

told 31:6 76:3

tonight 50:5 54:5,10,21

64:11 83:13

top 15:21 78:14

totally 78:11

track 40:7,14 75:18

traffic 67:13,14

transcript 89:16

transportation 12:23 32:5

treatment 27:17 83:11

true 89:16

turn 16:24,25 31:14 36:8 37:14 40:11 41:25 46:3 54:4

Txdot 57:15

type 11:23 76:1

types 63:19

typewriting 89:15

typically 76:25 77:3

U

Uh-huh 19:24 59:19 ultimately 57:2 unaware 51:6 74:5 understand 51:15 69:25 understanding 53:21 unintelligible 21:4,5 86:11 **Unmute** 18:16

unmuted 20:23,24 untouched 12:9 unused 64:14 upheld 12:3,6

talked 39:6 75:6

V

valuable 61:22 62:2

variation 43:19

verbal 59:20 70:24

verbally 81:7

verified 42:20

verify 42:22,24 43:23

versus 21:23 51:13 86:14

vice-president 53:4

view 42:4

violation 25:13

visiting 54:10

volume 18:1,14 19:19,21

20:19 23:8

vote 11:5 85:6 86:1,10,13,

18 87:1,6,8,11

voted 87:9

votes 85:17

voting 86:2,3,18,19

W

wait 73:24

waive 68:18

waiver 68:18,22 77:13

waives 68:17

wanted 59:6 69:8 70:10

77:8 80:7

warehouse 39:15,17,18,

22 40:8,9,14,17 72:20

73:2

warehoused 61:16

ways 43:10

Wednesday 75:24

week 75:5,24

wheel 43:2,13,21

Whoops 66:9

widening 49:3 55:15

61:23

Wilcrest 25:8,13 26:15

35:1 36:1,17 37:2 38:4,12 40:5,25 42:5,12 47:21,22

48:2,10 50:23 51:9 54:11

57:9 59:17 66:24 67:3,6

witnesses 10:14,16,18 27:24 28:1 51:21 73:14

89:10

word 74:6

words 62:25 63:1

work 8:5 10:4,8 20:7 22:9

29:8 62:12 77:11

worked 74:16 77:7

working 16:11 53:14 54:1

works 22:25

wrap 78:5

write 69:24

written 84:24

wrong 22:21 66:9

Y

y'all 14:14 16:20,23 19:13

75:8,12

y'all's 12:8 21:2

year 27:13 54:7

years 8:12 9:6 12:1 13:2

27:12 29:16 34:12 35:14

45:24 52:25 53:5,8,10,17

55:21 60:21 64:6,8 74:1

75:11 76:23 81:1,20

83:15,16

yesterday 22:6

Yount 11:9,14,17 14:16, 20,24 16:4,6,16,18,24 17:6,11,14,17,20,24 18:3 19:6,9,12,15,25 20:4,17, 21,25 21:15,20,22,25 23:3,18 24:7,10,20,23 25:1,3 26:5 28:3,21 46:15,21 47:1,4,11 51:23, 25 58:17,21 59:4,6 64:23 68:7,11,24 69:1,3 71:21 72:4 73:12 74:24 75:4,23 76:2 79:21 80:8 82:20,22

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CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to: Sign Administration P.O. Box 2888 Houston, Texas 77252-2688 T: 832-394-8890 www.houstontx.gov

November 18, 2024

SignAd Outdoor Advertising 1010 North Loop Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the billboard structure located at: 11700 Wilcrest Dr. – Project Number: 17119577.

At this time the City of Houston cannot allow a billboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met is the spacing requirement from another billboard structure as indicated in the Sign Code as follows:

Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

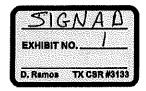
Respectfully,

DAVID CONDE

Senior Inspector | Sign Administration

City of Houston | Houston Permitting Center

T: 832,394,8890 | 832,394,9087



CITY OF HE TON PUBLIC WORKS & ENGINEERING PARTMENT POST THIS CARD ON JOB BUILDING PERMIT CARD

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL

BLDG. INSP. ELECT, INSP. BOILER A/C 754-0200 754-0300

OCCUP. INSP. OCCUP. RECORDS PLBG. INSP.

754-0330 754-0354 754-0220

D. Ramos TX CSR #3133

754-0255 MOBILE HOMES 754-0250

PLAN CHECKING 754-0400

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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. If anyone believes that this work may violate deed restrictions, call 655-0133.

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CITY OF HOTON PUBLIC WORKS & ENGINEERING PARTMENT POST THIS CARD ON JOB BUILDING PERMIT CARD

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL

BLDG. INSP. 754-0200 ELECT INSP. 754-0300 BOILER A/C 754-0255 MOBILE HOMES 754-0250

754-0330 OCCUP. INSP. OCCUP. RECORDS PLBG. INSP.

754-0354 754-0220

PLAN CHECKING 754-0400

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CITY OF HOUSTON BUILDING CODE CHAPTER 46

HOUSTON SIGN CODE

NOTE: ALTHOUGH THIS SIGN CODE CONSTITUTES CHAPTER 46 OF THE CITY OF HOUSTON BUILDING CODE (BASED UPON THE 2006 INTERNATIONAL BUILDING CODE), IT IS SEPARATELY PUBLISHED.

Current through Ordinance No. 2020-669
Effective July 29, 2020
Compiled by the City of Houston Legal Department



SECTION 4617--SPECIAL PERMIT

- (a) A special permit shall be issued for the alteration or relocation of an existing off-premise sign situated within the Sign Code application area under the following limited circumstances:
 - (1) The sign to be altered or relocated must be situated, both before and after its alteration or relocation, along the federal primary system and be subject to control under Subchapter B of Chapter 391 of the Texas Transportation Code.
 - (2) The alteration or relocation of the sign must be required for a publicly funded transportation system improvement project being undertaken by the State of Texas or a political subdivision of the State of Texas. The decision to offer the sign owner the option of seeking a special permit to alter or relocate a sign pursuant to this section shall be at the discretion of the undertaking unit of government. In determining whether to make such an offer, the governmental unit shall take into consideration the probable cost of compensating the sign owner, in conjunction with the probable costs of compensating other sign owners affected by the project, as it relates to the economics and timeliness of the completion of the project and its effect on the public interest.
 - (3) The sign to be altered or relocated must be a sign that has been lawfully constructed and maintained in accordance with all applicable state and local regulatory and permit requirements, and it must have been constructed and maintained with the permission of the person or persons owning the tract or parcel of land upon which it is situated.
 - (4) The sign must be situated after its alteration or relocation according to the following priority:
 - a. First, upon the remainder of the same tract or parcel of land upon which it was situated before its alteration or relocation, if any; or
 - b. Second, if there is no remainder or if the remainder is not of sufficient size or suitable configuration for the alteration or relocation of the sign, then upon the property abutting the highway at the original sign location or upon the property abutting the insufficient remainder, if available; or
 - c. Third, upon another tract or parcel of land owned by the same person or persons as the tract from which it was relocated; or

Section 4617

- d. Fourth, any location as described in Section 4617(a)(1).
- (5) If the alteration or relocation is under Section 4617(a)(4)a or (4)c, then the person or persons who own the tract or parcel of land upon which the sign was situated must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for the temporary or permanent taking of the real property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project. This provision shall not be construed to preclude the payment of compensation to the real property owner for the acquisition of the real property or any other interest therein, but the use of the tract as an off-premise sign site shall not be considered in the determination of the compensation paid therefor.
- (6) The sign owner must enter into a written agreement with the unit of government undertaking the transportation system improvement waiving and releasing any claim for damages against the unit of government for any temporary or permanent taking of the sign in consideration of the payment by the unit of government of a mutually agreed specified amount of money calculated to cover the cost to the sign owner of the alteration or relocation of the sign.
- The sign to be relocated or altered must, after its relocation or alteration, be in full compliance with all applicable regulations promulgated by the State of Texas pursuant to Chapter 391 of the Texas Transportation Code and all applicable requirements of this code. To the extent of any difference between the requirements of this code and the state regulations, the more restrictive requirement shall apply, except that the height of a sign after its relocation or alteration shall be governed by the less restrictive requirement.
- (8) Notwithstanding Section 4617(a)(7), signs to be altered or relocated under this section must meet the following requirements as to location and spacing following their alteration or relocation:
 - a. For a sign that is to be altered or relocated on the remainder of the same tract on which it was previously located, or on the abutting property, under Section 4617(a)(4)a or (4)b, and is to be placed in the same relative position as to line of sight and not to exceed 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, the sign must: (i) be within 800 feet of one or more commercial or industrial activities and must not be located within 500 feet of another off-premise sign on

the same side of the highway, if the highway is on the interstate and freeway primary system, or within 300 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system outside of the city limits, or within 100 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system within the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

- b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.
- (9) The sign may not be altered within or relocated to a scenic or historical right-of-way or district or on any part of the federal primary system where the Texas Transportation Commission has by minute order requested that scenic easements be acquired or to any scenic or historical right-of-way or district created by the State of Texas or any political subdivision of the State of Texas.
- (10) A special permit issued under this section shall be effective for a period of ten years from the date of issuance and shall be nonrenewable. The owner of the sign and the owner or owners of the tract or parcel of land upon which it is altered or upon which it is to be relocated must agree in consideration of the issuance of a special permit under this section for the continued use of the sign in lieu of its immediate monetarily compensated removal to accommodate the transportation system improvement project that they will remove the sign by the expiration of ten years from the date of issuance of the special permit, during which time period they may continue to enjoy the use of the sign as altered or relocated under the special permit.

The agreement shall be accompanied by a right of entry without notice upon the tract or parcel of land upon which the sign is altered or relocated from the owner thereof, providing for the removal of the

Section 4617

sign by the city if not removed by the expiration of the aforesaid ten-year period, which right of entry agreement shall be in a form approved by the City Attorney. The agreement shall additionally be secured by a bond for each sign to cover the city's costs of removal of the sign in the event that the owner fails to remove the sign by the expiration of ten years from the date of Issuance of the special permit. Such bond shall be in a form approved by the City Attorney and may be provided in one of the following forms:

- a. A surety bond issued by the sign owner as principal and a corporate surety authorized to transact business in Texas in the sum of \$10,000; or
- A secured deposit bond in the form of an assignment of an b. account with a financial institution insured by the Federal Deposit Insurance Corporation to the city. The account shall have a principal deposit of not less than \$5,000. Under the terms of the assignment, the financial institution must agreed not to make any payment from or otherwise divert or dispose of the funds in the account, except that it shall agree to disburse all or any portion of the funds in the account only as directed by City Council resolution. In the event that the sign owner fails to remove the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the funds or such portion thereof as may be required to accomplish the work to be utilized for the removal of the sign and shall authorize the balance, if any, to be restored to the sign owner. In the event that the sign owner removes the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the existing balance of the account to be restored to the sign owner: or
- c. A nonrefundable cash bond in the sum of \$2,000. Cash bonds shall be collectively accounted for within the Building Inspection Fund created under Section 4605(i) and the proceeds shall be used to remove the sign in the event that any holder of a special permit secured by a cash bond fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Special permit holders who tender a cash bond and who timely remove their sign shall be entitled to the sign structure for salvage purposes; however they shall not be entitled to the refund of any portion of the cash bond or any interest thereon.

- (11) Notwithstanding Section 4605(e)(5), a sign lawfully erected under a special permit that is blown down or otherwise destroyed by any casualty may be replaced for the remainder of the ten-year period during which the special permit is in effect, provided that it is rebuilt at the same location, height, size and dimensions, and with the same materials and configuration as originally altered or relocated pursuant to the special permit.
- Each application for a special permit shall be referred by the Sign (12)Administrator to the Texas Department of Transportation together with the complete plans and specifications for the alteration or relocation of the sign and any other data that may be required by the said department to determine compliance with its applicable No special permit shall be granted unless an regulations. Department Texas authorized representative of the Transportation certifies in writing that the proposed alteration or relocation of the sign will comply with all applicable state laws, rules and regulations.
- (13) Each application for a special permit must be signed by the owner of the sign and the owner of the property upon which it is to be altered or relocated, who shall each certify that all applicable provisions of this section have been complied with, and be accompanied by written consent to the alteration or relocation of the sign, signed by the duly authorized representative of the unit of government undertaking the transportation system causing the need for the sign to be altered or relocated.
- (b) Fees for special permits shall be as otherwise provided in Section 117 of this Code and the city fee schedule. The operating permit for a sign altered or relocated pursuant to a special permit issued under this section shall transfer to the sign as altered or relocated. During the period that the special permit is in effect, operating permits for signs altered or relocated pursuant to this section shall be extended for three-year periods in accordance with Section 4605(d), provided that, notwithstanding any language to the contrary contained in any operating permit renewal issued for a sign altered or relocated under a special permit, no operating permit renewal shall be construed to authorize the continued existence, operation or maintenance of any such sign for any period in excess of ten years following the date of issuance of the special permit. The provisions of this section shall not be deemed to authorize any practice otherwise prohibited under this chapter, except to the limited extent and under the limited circumstances enumerated in this section. Nothing contained in this section shall be construed to abrogate the right of a sign owner or underlying property owner to refuse to accept the proposal by the governmental unit for the alteration or relocation of a sign under this section and to choose instead to seek monetary compensation.

Section 4617

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CITY OF HOUSTON

Legal Department

Annise D. Parker

Mayor

Donna L. Edmundson City Attorney Legal Department P.O. 90x 368 Houston, Texas 77001-0368 City Hall Annex 900 Bagby, 4th Floor Houston, Texas 77002

T. 832.393.6491 F. 832.393.6259 www.houstonbx.gov

April 14, 2015

Val Perkins Gardere Wynne Sewell LLP 1000 Louisiana Wells Fargo Plaza, Ste. 3400 Houston, Texas 77002

Re: Agreement between The City of Houston and SignAd, Ltd.

Dear Mr. Perkins:

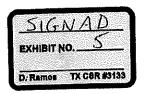
Attached is the executed agreement between The City of Houston and SignAd, Ltd.

Please contact me at (832) 393-6383 if you have any questions.

Sincerely,

Jill Bradford

Senior Paralegal



AGREEMENT

BETWEEN

The City of Houston, Texas and

SignAd, Ltd.

THE STATE OF TEXAS

89 88 88

COUNTY OF HARRIS

This Agreement, made and entered into by and between the City of Houston, a municipal corporation and home-rule city of the State of Toxas, principally situated in Harris County ("City"), and SignAd, Ltd. ("SignAd").

WITNESSETH:

WHEREAS, SignAd has been operating off premise advertising signs as a licensed company within the City of Houston as required by Section 4606 of Chapter 46 of the City of Houston Building Code ("Sign Code"); and

WHEREAS, the City, through its Houston Sign Code and Office of Sign Administration, seeks to ensure public safety, fair business dealings, compliance and transparency; and

WHEREAS, SignAd respects the City's efforts to reduce the total number of offpremise signs within its jurisdiction, and the City and SignAd have agreed to amicably resolve all pending issues between the parties regarding certain existing SignAd off-premise signs within the City's jurisdiction; and

WHEREAS, the City has agreed to waive all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of licenses per Section 4604(c)(4), for currently expired signs; and

WHEREAS, the City and SignAd have agreed to their respective duties and obligations contained in the Agreement, including the timely voluntary removal of signs as described in Exhibit "A", and the operation, maintenance, repair, and extension of existing signs as described in Exhibit "B":

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

REMOVALS

 SignAd hereby agrees to remove the SignAd sign structures described in attached Exhibit A ("the Removal Signs") pursuant to the schedule specified in Section 4.

EXTENSIONS

2. Notwithstanding any limitation period in Building Code, Chapter 46, Section 4617, the City hereby agrees to and provides extensions for the operation, use and enjoyment of the SignAd sign structures described in attached Exhibit B ("Extension Signs"). Such extensions are twenty years from the original expiration dates of the special permit for these structures, as set forth on Exhibit B.

RELOCATION OF SIGN NO. 70251

3. Sign number 70251, formerly located at 7955 ½ Katy Freeway, can be replaced at that location by SignAd and will be permitted to remain at that location for six years from the date of completion of the erection of the sign, should Sign Administration confirm that such complies with all applicable provisions of the Sign Code. Should Sign Administration determine that the sign cannot be located at that location or should SignAd elect to relocate the sign, Sign Administration shall review any relocation permit application for sign number 70251 under Section 4617 of the City's Sign Code. If Sign Administration determines that the application for relocation complies with all applicable provisions of the Sign Code, the sign can be relocated for six years from the date of the completion of the erection of the sign. If the sign is not relocated pursuant to this section on or before March 1, 2021, then SignAd's right to relocate the sign shall automatically terminate.

SCHEDULE OF REMOVALS

4. SignAd shall remove the Removal Signs described in Exhibit A on the following schedule: (1) Sign Nos. 28 – 30 (Ten Year Relocation Signs with Expired Permits) will be removed on or before April 30, 2015; and (2) commencing May 1, 2015, and concluding June 30, 2016, all other Removal Signs (starting with Sign Nos. 31-44 and concluding with Sign Nos. 1-27) will be removed with no less than two such signs removed each month. All the Removal Signs structures shall be dismantled and removed by SignAd entirely at its expense and all related permits shall be deemed void and extinguished as of the date of removal. SignAd shall provide written notice to the Director of the City's Sign Administration Department when each removal has been completed. Such notification shall be delivered by SignAd within five (5) days after each removal, and shall include before and after photographs of each removal site.

FAILURE OF REMOVAL

5. If SignAd fails to timely remove any of the Removal Signs on the schedule specified in this Agreement, the City shall provide written notice to SignAd, and, in the event SignAd does not cure such failure within thirty days of such notification, then all the extensions described in Section 2 shall immediately terminate and SignAd shall promptly remove the sign structures described in such Section.

WAIVER OF PENALTIES AND FUTURE APPLICATION OF SIGN CODE

- 6. The City waives all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of license per Section 4604(c)(4), for currently expired signs.
- 7. SignAd shall timely obtain renewal operating permits as required under the Sign Code for each Extension Sign, and shall continuously maintain and repair each Extension Sign in accordance with the maintenance, safety, and structural requirements of Section 4607(a) and (b) and 4609(a), (b), (c), (d), (g), (h), and (o) of the Sign Code. This Agreement shall not be construed to release SignAd from compliance with any provision of the Sign Code, except as necessary to fulfill the terms of this Agreement.

INTERPRETATION OF SIGN CODE

8. The City agrees that, commencing on the Effective Date of this Agreement, a special permit issued pursuant to Sign Code Section 4617(10), shall not be deemed to be issued until the date of the City's final inspection and approval of the relocated or altered sign.

COOPERATION ON CONDEMNATION ISSUES

As growth within the City and its extra-territorial jurisdiction presents 9. challenges with undertaking infrastructure projects and with the associated condemnation proceedings by the City, the Texas Department of Transportation, and other public entities, SignAd may continue to utilize relocation options pursuant to the Sign Code. The City and SignAd may work jointly to extend by special permit any sign that is built, or has been built, by special permit in order to expedite and reduce the costs of such projects. Such extension of a special permit may be allowed for any sign whose permit has not expired, provided that such extension is agreed to by the parties. The City will consider and as appropriate, grant relocation and extension opportunities to avoid the cost to governmental entities for the taking of other signs through eminent domain. This provision shall in no way restrict or limit the ability of the City to require the removal of any sign, including the Extension Signs described in Exhibit B, when such removal is necessary for and associated with any City road, street, or other publicly funded improvement project. Save and except as otherwise provided in this Agreement, in the event of such requirement to remove any Extension Sign, either party may exercise its right fully under law in connection with any takings claims, including without limitation, any eminent domain or condemnation rights.

APPROVAL AND IMPLEMENTATION OF AGREEMENT

10. SignAd shall execute this Agreement in accordance with its corporate charter and the laws of the State of Texas and shall present said agreement to the City for approval.

Following receipt thereof, and in accordance with State law, including but not limited to the Texas Open Meetings Act and the provisions of the City Charter, City shall take those steps customary and reasonably required to adopt and implement the terms of this Agreement. SignAd and City shall cooperate with each other and support the enactment of an ordinance and any other measure incident to the approval and implementation of the terms of this Agreement. Should this Agreement not be approved by the City Council of the City of Houston, signed by the Mayor and countersigned by the City Controller, then this Agreement shall be null and void and the parties and their respective positions shall be unaffected thereby.

REMEDIES

- 11. City and SignAd acknowledge that the subject matter of this Agreement involves real and personal property, and that damages caused by either party's failure to comply with the terms of this Agreement, or to timely comply with the terms of this Agreement, are difficult of calculation. For these reasons, the City and SignAd agree that specific performance of the terms of this Agreement is appropriate to remedy a breach of this Agreement by either the City or SignAd. This remedy is not exclusive but is cumulative of all remedies available to the City and SignAd under the law which exist now or may exist in the future, including but not limited to those administrative remedies available to the City.
- 12. If the City institutes a lawsuit to enforce this Agreement and obtains affirmative relief by Final Judgment in such lawsuit, SignAd shall pay all reasonable costs and expenses incurred by the City in connection with the lawsuit, including, but not limited to, reasonable attorney's fees charged by outside counsel, court costs, expert witness fees, investigation fees, the cost of computerized legal research and all other reasonable charges billed by or on behalf of a law firm or an attorney.

ANNUAL INVENTORY

13. On or before May 15, 2015, and annually thereafter on or before January 31st of each year while operating a permit pursuant to Section 4605(a) of the Sign Code, SignAd shall file with the Sign Administrator a complete inventory of all its existing off-premise sign structures within the City's jurisdiction as of the preceding January 1st. Such inventory shall include the following information for each SignAd off-premise sign structure: street address,

GPS locators, size, height, number of faces, and not more than three digital photographs taken from street level portraying the front, back and end views of a sign. In addition, SignAd shall designate whether a sign is located on the federal highway system and whether a sign is located in a designated scenic district of the City. On or before April 15, 2015, the Sign Administrator shall provide written notice to SignAd regarding inventory requirements. Such instructions may be reasonably modified by the Administrator from time to time in the future by providing written notice to SignAd no later than December 1st of the year preceding the year to which such modifications apply. The filling of such inventory in compliance with the requirements specified by the Administrator constitutes compliance with Section 4612(i) of the Sign Code. SignAd shall provide written notice to the City of the removal of any of its off-premise sign structures within thirty days of such removal. The City shall provide written notice to SignAd of any material failure by SignAd to file an annual inventory in compliance with the requirements of this Section and the requirements specified by the Administrator.

MISCELLANEOUS

- 1. <u>PartiesBound</u>. This Agreement shall be binding upon and shall inure to the benefit of SignAd and the City and their respective parent corporations, subsidiary corporations, representatives, successors, and assigns.
- 2. <u>Entire Agreement</u>. This Agreement contains the entire Agreement between SignAd and the City and supersedes any and all prior agreements, arrangements, negotiations, discussions, or understandings between them pertaining to the subject matter hereof. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement have been made or relied upon by either SignAd or the City with respect to the subject matter hereof.
- 3. <u>EffectiveDate</u>. The "Effective Date" of this Agreement is the date on which all of the following shall have occurred: (1) this Agreement is duly approved and authorized by the Houston City Council by the passage and adoption of an appropriate ordinance; (2) this Agreement is duly executed by the Mayor of Houston; and (3) this Agreement is duly countersigned by the City Controller of Houston.

- 4. <u>Disclaimer</u>. It is expressly understood and agreed by and between the parties to this Agreement that this Agreement includes a compromise and settlement of disputed claims, and that the execution of this Agreement does not in any way constitute any admission of liability on the part of any party to this Agreement, but that all parties to this Agreement expressly disclaim any liability concerning the claims being compromised and settled herein.
- 5. <u>Headings</u>. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof. The captions are not restrictive of the subject matter of any paragraph of this Agreement.
- 6. Governing Law. This Agreement is being executed and delivered, and is intended to be performed in Houston, Texas; and the Charter and the Ordinances of the City and the laws of the State of Texas and of the United States of America shall govern the rights and the duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement. Venue for any litigation relating to this Agreement shall be exclusively in the courts of Harris County, Texas, for any state court actions and in the courts of the Southern District of Texas for any federal court actions.
- 7. Non-Waiver. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 8. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and SignAd. To the extent that a court or administrative body issues an order or other ruling enjoining, restricting or otherwise limiting all or a portion of the terms or performance of this Agreement by either the City or SignAd, the City and SignAd promptly shall confer in good faith and shall attempt to agree upon the appropriate modifications to this Agreement to give effect to the parties' original intent. In the event that the City and SignAd cannot so agree, this Agreement shall become null and void, and the parties shall each be returned to their respective positions on the day before the Effective Date of this Agreement.

- 9. <u>Written Amendment</u>. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of City (by authority of an ordinance adopted by the City Council) and SignAd.
- 10. <u>Notices</u>. All notices required to be given under this Agreement shall be sent by fax or first class mail and delivered as follows:

To SignAd:

SignAd, Ltd. Mr. Wes Gilbreath, Jr. P. O. Box 8626 Houston, Texas

77249

With a copy to: Mr. Richard Rothfelder Rothfelder & Falick, LLP 1201 Louisiana, Suite 550 Houston, Texas 77002

and;

To the City:

City of Houston Sign Administrator-Code Enforcement Public Works and Engineering Department 1002 Washington Avenue, Fourth Floor Houston, Texas 77002 Fax: (832) 395-9607

- 11. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 12. <u>Interpretation</u>. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

SIGNAD

SIGNAD, LTD.

Printed Name: Nes Gilbrusty

Title: President

CITY OF HOUSTON

ATTEST/SEAL: MALUSSELL City Secretary	CITY OF HOUSTON, TEXAS Signed by: (M. A. A. A. A. D. Carallers Mayor Mayor
APPROVED: City Attorney L.D. File No. 0391400344001	COUNTERSIGNED BY:
•	DATE COUNTERSIGNED:
	4-10-15

LIST OF EXHIBITS

Exhibit "A": Removal Signs
Exhibit "B": Extension Signs

Exhibit A
Signs to be Removed

		-BD No.	Street Address	LOCATION	Permit No.	Size ·	Faces	Sq Ft	Districts
	1	10031	123 ALMA ST	North Fwy/S, of N. Main	011233A	10x40	1	400	Н
	2	10051	3026 HOUSTON AVE	N, Fwy. @ N. Malo	11231	10x40	1	400	Н
	3	10151	1508 CORDELL	North Fwy N/O Cavalcade	011235A	12x48	. 1	576	Н
	4	16151	2701 FM 1960	FM 1960 @ Tresschwig	96011059	14x48	2	1344	В
	5	21711	860 EASTEX FWY	U.S. 59/S of New Caney	95037840	16x40	1	640	ETJ
	6	29841	16900 US HWY 90	16900 Hwy 90 E, of Sheldon Rd.	045334A	10x35	1	350	ETJ
	7	29869	7401 CEKINGPKY	7900 C.E. King @ Hwy. 90	045335A	10x20	ነ	200	ETJ
n	8	29871	7900 CEKINGPKY	C E King Pkway N.of Hwy 90	045023A	10x40	2	800	ETJ
S III	9	39600	4747 S. SHAVER	4747 S Shaver/600' N of Crenshaw	47182	10x44	2	880	ı
SIGNS TO BE REMOVED	10	40009	3615 GULF FWY	36151/2 Gulf Fwy/8 of Downtown	96015779	18x8B	1.	1548	
<u> </u>	11	44620	10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fugua	5281	10x24	6052	480	D
5	12	54480	13900 S MAIN	13900 Main Hwy 90A, N of Hillcroft	D01555A	10x40	1	400	К
<u>8</u>	13	74640	9100 NHWY6	Hwy 6 N S/O Hwy 290	045591A	10x40	2	800	Α
u)	14	76820	18844 FM 529	1844 FM 529/W of Barker Cypress	045045A	10x40	2	800	Α
	15	75840	18846 FM 529	18846 FM 529/W of Barker Cypress	045044A	10x40	2	800	A
	16	76011	11200 HEMPSTEAD RD	11200 Hempstead Rd. @ Antoine	011203A	10x30	1	300	Α
	17	76391	19335 NORTHWEST FWY	Hwy 290/E. of Hwy 6	93065455	14x32	1	448	A/ETJ
l	18	82240	12050 SH 249	12050 SH 249/N of W Mt Houston	045340A	10x40	2	800	ETJ
,	19	84120	12114 Bammel N. Houston	12114 Bammel N.Hou./N of Greens	100818A	10x40	2	800	ETJ
	20	85420	18928 KUYKENDAHLRD	18928 Kuykendahl/S of Sp Cypress	96057280	10x24	1	240	A/ETJ
	21	85480	19832 KUYKENDAHL RD	19832 Kuykendahl/N of Rhodes Rd.	100619	10x40	2	800	A/B/ET.
SCENIC BOARDS		10160	303 TARVER	303 Tarver/North Fwy N/O Cavalcade	11238	12x48	1	672	Н
	23	10180	3130 NORTH FWY	N. Fwyl.5mi S/O N Loop	96110523	10x30	1	300	Н
	24	15711	3003 N SAM HOUSTON PKY E	3003 N Sam Houston Pkwy E E/O Morale	011225A	14x48	1	672	В

Exhibit A

SIGNAD 02/24/2015

1

				TOTAL SQ FT				31870	
	44	87315	2933 FM 2920	2933 FM 2920 W/O Foster	045342A	10x40	2	800	ETJ
×	43	87311	2931 FM 2920	2931 FM 2920 W/O Foster	045343A	10x40	2	800	EIJ
ZO13 AMORTIZED	42	84800	13620 CYPRESS NORTH HOUSTON RD	13520 Cypress N Houston E/O Huffmelster	045329A	10x24	2	480	មា
Š	41	84700	11670 JONES RD	11670 Jones Rd. \$/O Woodedge	045328A	14x48	2	1344	EL1
SZE S	40	62460	13800 BELLAIRE RD	13800 Beliaire 8lvd E/O Sugarland Howell	044915A	10x40	2	800	EIJ
ρ	39	62440	13600 BELLAIRE RD	13600 Beliaire Blvd W/O Eldridge	044918A	10x40	2	800	ETJ
	38	49431	4103 FM 2351	4103 FM 2351 W/O Beamer	045030A	10x40	2	800	EIJ
	37	84960	5052 LOUETTA	5052 Louetta E/O Strack	100623A	12x40	2	960	В
ର୍ଷ	36	84920	1412 GREENS	1412 Greens E/O Trickey @1418 Gears	045345A	10x40	2	800	EIJ
2009 AMORTIZED	35	75980	406 TIDWELL RD	406 Tidwell W W/O Hamilton	96116838	8x28	1	224	н
MÖR	34	49435	4111 FM 2351	4111 FM 2351 W/O Beamer	045031A	10x40	2	800	EIJ
TIZE	33	39210	3448 RICHEY RD	3448 Richey S E/O Forest Oaks	005283A	10x44	1	440	E
۵	32	17800	400 LOOP 494	400 Loop 494 S/O Ford	045024A	10x24	2	480	EIJ
	31	17241	706 SPRING CYPRESS	706 Spiring Cypress E/O Dean	124716	10x40	2	800	ETJ
节化	30	21460	22323 EASTEX FWY	Hwy 59 N/McCiellan	97042359	10x40	2	800	E
10 YEAR RELOS	29	21451	21837 EASTEX FWY	21837 1/2 Hwy 59/8/McClellan	98001621	14x48	2	1344	E1/1
14 10	28	20112	3628 WILEY	Eastex Frwy @ Parker	3022940	10x30	1	300	H .
	27	70060	301 YALE	I-10 @ 301 Yale	11200	14x48	2	1344	ţ
	26	29970	300 EAST SAM HOUSTON PKY	300½ E Sam Hou Pkwy/S of Wallisv	9053248	12x40	2	960	EI1
	25	20020	903 CHARTRES	Eastex Fwy @ Walker S/O Minute	142613	14x48	2	1344	1

SIGNAD 02/24/2015

Mercina Service and Control of the Service and Service

Exhibit B
Extensions of Permits for Relocated Boards

L	BD No.	Street Address	LOCATION	Parmit No.	Size	Faces	Sq Pt	Term Beginning	New Term Expiration	Districts
ı	10982	13600 NORTH FWY	13600 n. Frwy @ Rankin	125431	12/27	1	324	12/19/2014	12/19/2034	B/E()
2	10991	13801 NORTH FWY	13801 1/2 N. frwy, N/Rankin	98074082	10x40	2	800	8/14/2008	8/14/2028	B/ETJ
3	11120	16000 NORTH FWY	145 N @ Richey Rd	97079174	14x48	2	1344	8/19/2007	8/19/2027	8/ETJ
4	11680	25690 NORTH FWY	25690 1/2 N. Frwy, N/Rayford	454933A	14x48	2	1344	6/19/2006	6/19/2026	ETJ
s	40498	10500. GULF FWY	10500 Gulf Fwy/N/Edgebrook	2063420	10x40	2	800	12/31/2012	12/31/2032	1
6	40591	12375 GULF FWY	12375 1/2 Gulf Frwy N/O Fuqua	98004574	14x48	2	1344	3/31/2008	3/31/2028	E
7	60151	5545 SOUTHWEST FWY	5545 SW Frwy W/O West Loop	990337174	10x40	2	800	8/13/2009	8/13/2029	6
8	50230	6222 SOUTHWEST FWY	6222 1/2 SW Frwy @ Westpark	98042691	14x48	í	672	12/22/2008	12/22/2028	1
9	60420	11420 SOUTHWEST FWY	11420 SW Frwy, N/Beilfort	98006640	14x48	- 1	672	2/23/2008	2/23/2028	K
0	60440	11700 WILCREST	SW Frwy 1 S, Wilcrest Dr	97072093	14x48	2	1344	9/18/2004	9/18/2024	F
ᄖ	70511	11211 KATY FWY	11211 Katy Frwy, E/Chimney Rock	99100919	10x36	2	720	11/16/2009	11/16/2029	G
12	70611	15625 KATY FWY	15625 1/2 Katy Frwy, 1/2 W/SH 6	98015402	14x48	2	1344	3/31/2008	3/31/2028	G
i3	82740	21326 SH 249	21326 SH 249, N/Louetta	97038547	14x48	2	1344	9/10/2007	9/10/2027	ETJ

8IGNAD 02/24/2015

Exhibit B



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



D. Ramos TX CBR #3133

SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	17119	577 DATE: _	11/15/2024
SIGN ADDRESS:	11700 WILCREST DR	ZIP CODE:	77099	CITY LIMITS / ETJ:	CITY LIMITS
LATITUDE COORDINATES:	29.6512	LONGITUDE COORDI	NATES: _	-95.5692	
DISTANCE FROM NEXT OFF-PREMISE PI	RMITTED SIGN: 570'	DISTANCE FROM THE CURB:	167' Lo	OCATED/VIEWED FROM SCE	NIC AREA: NO
DISTANCE FROM A COMMERCIAL	OR INDUSTRIAL ACTIVITY:	64' DISTAN	ICE FROM I	POWER LINES:	6'
AHIGH VOLTAGE POWER LINE CLEARA	NCE: 0-760V (INSULATED) MI	NIMUM 3 FEET HORIZONTAL CLE	ABANCE	☑ 3'-0 HORIZ	☐ 10'-0 HORIZ
*NATIONAL ELECTRIC CODE: 15-50K		EET HORIZONTAL AND 10 FEET V ES MINIMUM 3 FEET HORIZONT			☐ 10'-0 HORIZ ☐ 10'-0 HORIZ
					5.5695W
LOCATE OF BILLBOARD STI	RUCTURE: S/L 30'W/	O SOUTHWEST FWY			· · · · · · · · · · · · · · · · · · ·
SITE INSPECTION APPR	OVED: N	O BILLBO	ARD LOCAT	red on N.H.S.:	YES
SITE INSPECTION COMM REQUIRED REGULATION OF REQUIRED SPECIFICATION C	1500'. DISTANCE FROM		OTHER OFF TO POWEF	-PREMISE SIGNS DID RLINES WERE LESS TI	NOT MEET HAN
IF SITE INSPECTION CANNO	T BE APPROVED, WHO	WAS NOTIFIED OF THE	REJECTION 11/15/2		1:10 PM
NAME:	J.GALVAN		DATE:	11/15/2024	SIGNAD EXHIBIT NO. 6

Christopher W. Rothfelder crothfekler@rothfeklerfallek.com ATTORNEYS AT LAW 1517 Heights Blvd. Houston, Texas 77008

December 2, 2024

TELEPHONE: 713-220-2288 FACSIMILE: 713-658-8211 WWW.ROTHFELDERFALICK.COM

City of Houston Office of the Building Official 1002 Washington Avenue, 4th Floor Houston, Texas 77002 Attn: Sandra Meza Via Messenger Delivery and Email: <u>Sandra.meza@houstontx.gov</u> <u>SignAdministration@houstontx.gov</u>

RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 Wilcrest Dr.; Our File No. 1011-317.

Dear Ms. Meza:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). As such, the November 18, 2024 Rejection Letter from David Conde to SignAd, as well as Mr. Conde's transmittal email, copies of which are enclosed with this letter, have been referred to us for handling and this response. Pursuant to Section 4604(e)(1) of the Houston Sign Code, please consider this SignAd's timely appeal of the Rejection Letter and the statement in Mr. Conde's email that "the sign must be removed immediately to bring it into compliance with the Sign Code." The foregoing correspondence misconstrue or wrongly interpret Chapter 46, including, but not limited to Section 4617, of the City of Houston Building Code. SignAd maintains that the Sign Administration wrongly denied SignAd's Application, that Sign is not required to remove the sign located at 11700 Wilcrest Dr., and that the City has failed to properly adhere to and apply the provisions of Chapter 46. SignAd will supplement its response and appeal, as necessary, pending the results of its internal investigation. Please contact me if you have any comments or questions. Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/ Christopher W. Rothfelder Christopher W. Rothfelder

CWR:mr Enclosures

SIGNAD

EXHIBIT NO. ______

D. Ramos TX CBR #3133



CITY OF HOUSTON

Houston Public Works

John Whitmlre

Mayor

Mail to: Sign Administration P.O. Box 2888 Houston, Texas 77252-2888 T: 832-394-8890 www.houslontx.gov

November 18, 2024

SignAd Outdoor Advertising 1010 North Loop Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the biliboard structure located at: 11700 Wilcrest Dr. – Project Number: 17119577.

At this time the City of Houston cannot allow a biliboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met is the spacing requirement from another biliboard structure as indicated in the Sign Code as follows:

Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

Respectfully,

DAVID CONDE

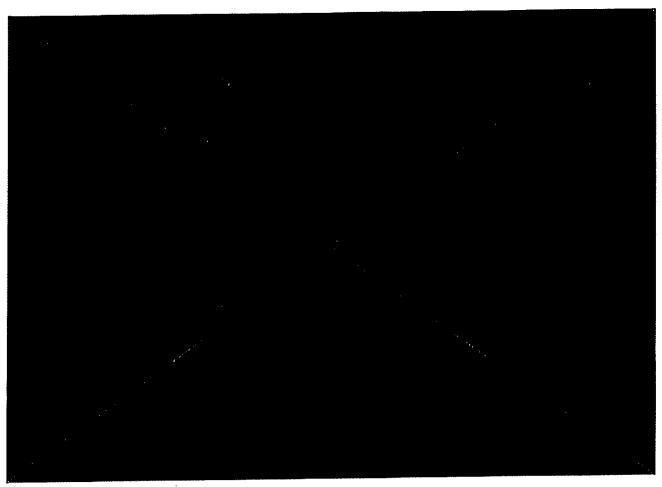
Senior Inspector | Sign Administration City of Houston | Houston Permitting Center T: 832.394.8890 | 832.394.9087



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY:	SIGN AD	PROJECT NUMBER	1711	19577	DATE:	11/15/2	024
SIGN ADDRESS:	11700 WILCREST DR	ZIP COD	E: 77099	CITYLIM	ITS / ETJ: _	CITY LIM	IITS
LATITUDE COORDINATES:	29.6512	LONGITUDE COOF	DINATES:	-95.	5692		
DISTANCE FROM NEXT OFF-PREMISE P	ERMITTED SIGN: 570'	DISTANCE FROM THE CUR	3; <u>167'</u>	LOCATED/VII	EWED FROM SCE	NIC AREA: _	NO
DISTANCE FROM A COMMERCIAL	OR INDUSTRIAL ACTIVITY:	64 ^t DIS	ANCE FROI	4 POWER L	INES:	6'	,
↑HIGH VOLTAGE POWER LINE CLEARA	NOE: 0-750V (INSULATED) MIN	IIMUM 3 FEET HORIZONTAL	CLEARANCE		☑ 3'-0 HORIZ	□ 10'-0 l	HORIZ
*NATIONAL ELECTRIC CODE: 15-50K	V (OPEN COND) MINIMUM 10 EE COMMUNICATION CABLELINE				☑ 10'-0 HORIZ ☑ 3'-0 HORIZ		
LOCATE OF BILLBOARD STR	BUCTURE: S/J 30'W/O	D SOUTHWEST FWY	Nov	(20) (65)	124 12:2 512N -9: 50 Wiler Harri	5,569 est Di Hous s Cou	5W Ive ton
SITE INSPECTION APPR			SOARD LOC	ATED ON N	I.H.S.;	YES	
SITE INSPECTION COMP REQUIRED REGULATION OF REQUIRED SPECIFICATION O	IENTS: SITE REJECT	TED, DISTANCE FRO I EDGE OF STRUCTU	M OTHER O	FF-PREMIS	E SIGNS DID	NOT MEE	T
IF SITE INSPECTION CANNO	T BE APPROVED, WHO	WAS NOTIFIED OF T	HE REJECTI	ON?			
NAME:	RUSTY REICHLE	DATE	11/15	/2024	TIME:	1:10 P	М
онте вменестор.	LGALVAN		DATE:	11/15	/2024		



From: Conde, David - HPW (mailto:David.Conde@houstontx.gov)

Sent: Monday, November 18, 2024 2:40 PM

To: Rusty Reichie < rusty@signad.com >; Priscilla Piña < rusty@signad.com >

Cc: Benitez, Misael - HPC-HPW < Misael Benitez@houstontx.gov >; Estrada, Albert - HPC-HPW

<Albert.Estrada@houstontx.gov>

Subject: Rejection of 10-Year Relocation Packet - Violation of Sign Code at 11700 Wilcrest Drive -

Immediate Removal Required

Importance: High

Dear SignAd Outdoor Advertising,

I hope this message finds you well. I am writing to inform you that the 10-year relocation packet you submitted on 11/14/2024 to the City of Houston has been rejected due to non-compliance with the required specifications outlined in the Houston Sign Code.

Sign Code Requirement Not Met

The primary issue with the relocation packet is a failure to meet the spacing requirements set forth in Section 4617 (8)(b) of the Houston Sign Code, which states:
"For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)d the size must

Section 45 ((a)(4)0 or (4)0, the sign must.

(i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway, or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then-current criteria for location and spacing set by the state

(ii) comply with the then-current criteria for location and spacing set by the state regulations, whichever is more restrictive."

As the relocated permit for 11700 Wilcrest Drive does not meet these spacing requirements, the packet has been rejected.

Unpermitted Sign

Additionally, please be advised that the billboard at 11700 Wilcrest Drive has been in violation of the Sign Code as an unpermitted sign since September 18, 2024, due to its existing permit being expired on that same date. As a result, the sign must be removed immediately to bring it into compliance with the Sign Code.

Documentation

For your reference, I have attached the following documents to this email:

· A copy of the rejected Site inspection form.

The official rejection letter for your proposed relocation packet.

If you have any further questions or need additional clarification, please feel free to contact our office at 832-394-8890. We appreciate your prompt attention to this matter and look forward to your cooperation.

Respectfully,

DAVID CONDE

Senior Inspector I Sign Administration
City of Houston I Houston Permitting Center
D: 200 004 0097 I Mr. 922 647 4070

D: 832.394.9087 I M: 832.647.4979



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SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	1711	9577	DATE:	11/15/2024
SIGN ADDRESS:	11700 WILCREST DR	ZIP CODE;	77099	CITYLIM	ITS / ETJ:	CITYLIMITS

				V221 (mi) 141 M	
LATITUDE COORDINATES:	29,6512	LONGITUDE COORDINATES:	-95,5692		
		•		-	
	•				,

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Project Number(s):

Date Received: /////24



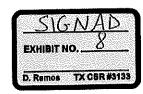
CH.46 - Section 4617

Special Permit RELO Checklist (CITY)

Sign Company: Sign A LTD.
Sign Location: I'69(US 59) S/O 11700 WILCEREST DRIVE

Note: P eview p	lease label the documents with the corresponding letter below so that each sheet can be located easily. This will help make the process more efficient. Two (2) copies of all plans and documents must be provided.
Requir	red Documents:
A.	Clarification/Cover Letter (Letter providing the reason why the work is to be done)
ъ. В.	Scope of Work (Description of work to be done to Billboard)
В. С.	Original Permit Application (for Site Inspection) by Sign Company
√b.	Original Permit Application (for Construction Permit) by <u>Contractor</u>
Æ.	Original Electrical Permit Application (If Applicable)
-1	The "30 Day Notice to Vacate" Letter
<u></u> G	Original Permit Application (for Construction Permit) by <u>Contractor</u> Original Electrical Permit Application (If Applicable) The "30 Day Notice to Vacate" Letter Copies of the Executed Lease Agreement
.H <u>ب</u>	Affidavit from the sign company stating the reason why the sign carnot be relocated according to the proportion
	set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)
	*Note: I or J will be determined by this affidavit.
. آ <u>کمن</u>	Original copies of the C.O.H. <u>Sign Owner</u> Waiver (Reference Section 4617(a) (6))
<u>کاسٹ</u>	Original copies of the C.O.H. <u>Landowner</u> Waiver (Reference Section 4617(a) (5))
<u>K</u> .	Two (2) sets of the Site/Plot Plan denoting location of Billboard on the property and dimensions from two (2)
	fixed objects
. نا <u>کن</u>	Supportive documentation for the proposed height above grade (Overall Maximum Height)
<u>//</u> IVÍ.	Supportive documentation for the Residential/Commercial Percentage surrounding the site (<u>Please provide the</u>
سبد ه	numerical percentage value) (Reference Section 4612(c) (2))
	Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b))
<u>~</u> o.	Photos depicting the area where the Billboard has been removed from
NO. P. O. R. S. T.	Two (2) sets of <u>wet stamped</u> Engineered Construction Drawings
<u>~2</u> 9.	Most recent <u>scalable</u> survey showing all easements and dimensions (<u>Done with the benefit of a Title Report</u>)
<u>∠</u> ,R.	Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 billboard structure)
<u>U</u> S,	Removal Bond (Reference Section 4617 (a) (10) a, b or c)
<u>~</u> _T.	10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties involved)
	Other requirements may be imposed as circumstances dictate.

ther requirements may be imposed as circumstances dictate.





A.

Clarification/Cover Letter



September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign – 13092649 – 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign #60440 — I-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

Enclosed you will find a one(1) Warehouse inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 – 1-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were was removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at <u>rusty@signad.com</u>).

Sincerely,

Russell(Rusty) Reichle

Real Estate



B.

Scope of Work



Date:

September 16, 2024

Job Location:

11700 Wilcrest Drive

Companies Sign:

11700 Wilcrest Drive

Contractor:

SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 – 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

Original Permit Application by SignAd Outdoor - Contractor

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT OFF-PREMISE APPLICATION

1002 WASHINGTON AVE. - 41-1100R -HOUSTON, TX 77002

PHONE: 832,394,8899 MONDAY ~ FRIDAY: 8.00 a.m. ~ 5:00 p.m.

This is an Off -- Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas. Carefully complete all necessary information.

	12100061
DATE: 9/16/2024	PROJECT NUMBER: 13100061
sign contractor: SignAd, Inc.	LICENSE NO.: 89
BILLING ADDRESS: P. O. Box 8626	ZIP: (7249
SIGN ADDRESS: 11700 Wilcrest Drive Houston, Texas	
TELEPHONE NO.: EMAIL:	
CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDU	JLING INSPECTION(S)
SITE INSPECTION E CONSTRUCTION PERMIT	OPERATING PERMIT □
ELECTRICAL NON-ELECTRICAL FACE(S): 2 WIDTH: 48 Ft. In. HEIGHT: 14 Pt. In. HEIGHT: 14 Pt. In. HEIGHT: 14 Pt. In. HEIGHT: 14 Pt. In. HEIGHT: 14 Pt. In. HEIGHT: 14 Pt. In. HEIGHT: 15 Page 15 Pt. In. HEIGHT: 15 Pt. In. HEIGHT: 15 Pt. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. HEIGHT: 15 Pt. In. In. In. HEIGHT: 15 Pt. In. In. In. In. In. In. In. In. In. In	POLE(S): Mono (STEELE WOODL)
WIDTH: 40 Ft. In. HEIGHT: 17 Ft. In. HEIGHT: 14 12003	ı, MAX HEIGHT: Fr. m.
DEASON FOR APPLICATION. COM RELO PERMIT # 13032	2043
ADDITIONAL COMMENTS: We are not building a new sign structure	simply implementing for a new RELO Permit
SECTION 4612-OFF-PREMISE SIGNS	•
(a) Off-Premise Sign Provisions. The provisions of this section shell apply only to *Off-Premise signs," a application area.	s that term is defined in Section 4603(a), within the sign code.
(b) Prohibition of New Off-Premise Signs.	
(1) From and after the effective date (as defined in section 4602 - Effective Date (1)(2)(3)(4)), no new concode application area. This prohibition shall apply to all classifications of signs, types of signs, and special including portable signs, with the exception that Off-Premise signs that advertise the sale or rental of real prental, which signs shall be limited to 40 square feet in area, shall continue to be permitted for a single line.	property or direct persons to the location of real property for sale or
(2) Electronic and Off-Promise high technology algas are prohibited. This prohibition shall include the construction of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such the content of the cont	ter to electrotic of Off-Premise this technology signs are permissus.
I hereby certify that the blove information is true and correct and further that the AFFIDAVIT with the permission of the owner and/or authorized lessee of the premises; and Houston Sign Ordinance; that the sign is being erected or maintained in complication and other applicable laws.	that having read the restrictions and requirements of the City of
Wesley B. Gilbreath, Jr. , Russell B. Wesley B. Gilbreath, Jr. , Russell B. PRINT OWNER HALE PROPERTIES OF PREMIER PRINT COLLEGE OF PREMIER PRINT COLLEGE OF PREMIER PRINT COLLEGE OF PRINT COL	PINA II
Owner's Signature Agent/Lesses of Premise Comm. Expires 01 Notary ID 1318	1-24-2027
PRISCILLA Notery Public, Ste	ete of Texas
Sign Representative Signature Notary ID 13	01-24-2027 1866480 NOTARY PUBLIC in and for the State of Texas



E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

This is a building permit application for electrical systems and wiring within the city limits of Houston, Texas. Carefully complete necessary information. NOTE: If you have been instructed to submit via email, send the completed form to permits_office@hou 1. APPLICATION DATE: \(\begin{align*} \begin{align*} \left(\begin{align*} \left(\left	
4. JOB SITE ADDRESS:	7
5. CLASS OF WORK: Residential Apartments Commercial Industrial Aother: Existing Britishall Apartments Commercial Industrial Aother: Existing Britishall Bressent Occupancy: 7. PROPOSED OCCUPANCY: 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LICENSE NO.: Signal H. S. M. E.L. #8 9. TELEPHONE NO.: Or 18 Section, The ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S) CHARGES Quantity Item Dascription Fee Amount Total Quantity Item Description Fee Amount Meter Loop & Service Up to and including 50 kW \$90.08 QO.C6	7 Total
8. PRESENT OCCUPANCY: 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LIGENSE NO.: 9. TELEPHONE NO.: Q13 10. EMAIL ADDRESS: FUSH O SIGNAD. COM WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S) CHARGES Quantity Item Description Fee Amount Total Quantity Item Description Fee Amount Wheter Loop & Service \$ 90.06 Q0.06 Motors Up to and including 60 kW \$ 90.06 Q0.06 Up to and including 1HP \$ 3.85	Total
8. PRESENT OCCUPANCY: 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LIGENSE NO.: 9. TELEPHONE NO.: Q13 10. EMAIL ADDRESS: FUSH O SIGNAD. COM WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S) CHARGES Quantity Item Description Fee Amount Total Quantity Item Description Fee Amount Wheter Loop & Service \$ 90.06 Q0.06 Motors Up to and including 60 kW \$ 90.06 Q0.06 Up to and including 1HP \$ 3.85	7 Total
### READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(5) CHARGES Quantity Stem Description Fee Amount Total Quantity Stem Description Fee Amount Meter Loop & Service \$ 90.06 QO.CG Up to and including 1HP @ \$ 3.85 Up to and including 60 kW \$ 90.08 \$ 10.03 ###################################	Total
### READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(5) CHARGES Quantity Stem Description Fee Amount Total Quantity Stem Description Fee Amount Meter Loop & Service \$ 90.06 QO.C6 Up to and including 1HP @ \$ 3.85 Up to and including 60 kW \$ 90.08 \$ 10.03 ###################################	Total
WHEN READY FOR INS SECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S) CHARGES Quantity item Description Fee Amount Total Quantity item Description Fee Amount Motors Up to and including 50 kW © \$ 90.06 QD.C6 Up to and including 1HP @ \$ 3.85	Total
CHARGES Quantity Item Description Fee Amount Total Quantity Item Description Fee Amount Meter Loop & Service \$ 90.06 QO.C6 Up to and including 1HP @ \$ 3.65 Up to and including 60 kW @ \$ 90.06 QO.C6 Up to and including 1HP @ \$ 10.03	Total
Meter Loop & Service \$ 90.06 QO.C6 Motors Up to and including 50 kW @ \$ 90.06 QO.C6 Up to and including 1HP @ \$ 3.65	lozes
We to and including 50 kW \$ 90.06 QD.06 Up to and including 1HP	
41171 41171 60 6107	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Over 250 KW	
Sub Panels with B or more circuits (each) \$ 9.00 Plus Each Additional HP for Motors over 10 HP @ \$ 1.73	
Outlets © \$ 1.26 Transformers Up to including 1 KVA @ \$ 3.85	
Lighting Fixtures @ \$ 1.28 Transformers Over 1 KVA @ \$ 10.93	
Range Receptacle	
Total KVA over 10 on \$ 1.73	
Ball Park & Parking Lot Light Poles s 90.08	
Coxing tops G 4.00 First G 5.00 S 45 03	
Ovens © \$ 4.50 Each Additional @ \$ 49.03 Garbage Disposals © \$ 4.50 Pole with guy wire (each) @ \$ 46.03	
Dishwashers @ \$ 4.50 Temporary Saw Pole @ \$ 90.08	
Window Air \$ 4.50 Temporary Cut In @ \$ 90.06	
Conditioner receptable (III Reconnection Fee @ \$ 90.06	****
Up to and including 1 kW Ø Festoon lighting & \$ 10.93	, <u>, , , , , , , , , , , , , , , , , , ,</u>
Over 1 kW through 10 kW (2) Streamers, per circuit (2) Shop inspection Electrical (2)	
Heaters/Generators Over 10 kW @ \$ 7.71 Signs 0-5kVA @ 44.00	
Plus Each Additional kW for Installation Inspection \$ 45.03 Htr/Gen Over 10 kW @ \$ 1.73	
EV Charging Outlet (Level 1) @ \$ 90.06 Miscellaneous: @ \$ 87.24	
EV Charging Other (Level 2) @ \$ 50.45	0.06
EV Charging Outlet (Level 3) \$\Begin{array}{cccccccccccccccccccccccccccccccccccc	\$ 32.16
	2.22
Electrical materials used will be of the "approved" type and electrical work shall be installed in accordance with the City Ordinance(s) regulation construction in the City of Housion. No unbtification(s) or addition(s) shall be made in the electrical system without the proper permit(s).	t.
Wifull LONALD HOWARDH'SM.	<u>පැ</u>
Master Electrician Signature (REQUIRED) Master Electrician Printed Name and License Number	
Signature of Person Picking up Permit Printed Name of Person Picking up Permit	•

hpcelectricelsection@houstontx.gov

832,394,8860

htlos://blt.lv/3p78ntZ



F.

"30 Day Vacate Letter"

- #13092649 + 811 ½ Main Street



Michael A. Stafford Harris County Attorney

August 29, 2001

Mr. Wes Gilbreath SignAd, Inc. c/o Richard Rothfelder 1201 Louisiana, Suite 550 Houston, Texas 77002

Re: Relocation of Off-Premise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Relocation Agreement pursuant to Section 4617 of the Houston Sign Code, effective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjacent to Kuykendahl Road; more spacifically, one north of Rhodes Road on real property owned by Juanita Schroeder and the one at 20015 Rhodes Road on the real property owned by Peter Terpstra. The third sign is located at 8811 South Main.

The relocation of the described signs is made accessary by publicly funded fransportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahl Road and is constructing parking off of South Main near the Reliant Astrodomain Complex.

Harris County and SignAd, Inc. agree as follows:

- In consideration of Harris County executing this document, SignAd, Inc. hereby waives and releases any claim it may have for duringes against Hurris County for any temporary of permanent taking of the signs or sign relocation costs.
- 2. In consideration of said waiver, Harris County agrees that SignAd, Inc. may seek the special permits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the permanent relocation of the signs.

EXECUTED this 27th day of august	, 2001.
MICHAEL A. STAFFORD Harris County Attorney	
CATHY I. SISK Bureau Chlef Environmental and Community Protection Bureau Harris County Attorney's Office 1310 Prairie, Suite 940 Houston, Texas 77002	
EXECUTED this day of	_, 2001.
SIGNAD, INC.	
Wes Gilbreath President, SignAd, Inc.	÷ 1-4

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G.

Copies of the Executed Lease Agreement

FAX: (713) 881-2107

OUTDOOR ADVERTISING

DATE:	LEASE NUMBER 60491 John
THIS AGREEMENT, by and between Be.	ilfontaine Apartments Inc. % Bob McKenzie (Lassor) and SIGNAD, INC.
(Lessee) sets forth the following terms and	
	We start with a start and the start and an the All S. F. W. side of H. S. 59 South
about 150 N - (6)	(straothighway or landmark)
Lessor's property known as 11700 W	(autices) only county, stately
Houston	Harris, Texas
SIZE: 14 × 48	Stropping center 11700 Wilcrest SHC SIGN proposed sign site (above SHC sign)
3.438.	OFFICE BIDG. Property SKETCH APPROXIMATE LOCATION OF SIGN ON PROPERTY.
shall pay to Lessor upon acceptance of the anniversal and versal and coordance with ter AUTHORITY. Lessor warrants that he is the shall not obligate Lesson in any way until it.	per year payable highligh/annually on the xangustorings date of the agreement. Lessee he agreement a down payment of ten percent (10%) of the annual rate with the balance due and payable upon the ms stated herein. It owner or the authorized egent of the owner of the property and has full authority to enter into this egreement. This lease accepted and signed by an executive officer of SignAd, inc. It is provisions on this page and on the reverse hereof. Both parties have read and understand all such terms and
PRIN' NAME/TITLE 10932 Old Katy Road ADDRESS Houston, Texas 7706	ACCEPTANCE DATE
(287) 468-2840 PHONE	/TAX ID #
CT INDIVIDUAL CT CORPORATION	FIPARTNERSHIP

ADE 1. JNAL TERMS AND COND .. ONS

tribisets explained the month in a fall to audet the triber after studiofol of the explaint that the metablish is acrosmosti and fifth to refocule the oliginal and a () is social thirty traditionary to be term on (म्याकान प्रन्यविकास । कर्त किर्दात्मकारकारक को प्रकार करता । (१८) कर्ना ।

Husture(e) to the barreting public to stiff in 1900 of alement of consideration. Lesson grade it this is it is light to meaningly socials the eigh the unit of the chart of the chief of the unit is the unit of the chief of the chie Lieses and to authorized agents the right of ing. ... sixt agrees to and from the site (a) over properly award or controlled by Lesson for all proenerging, placing, makeheining and removing of the instructura(e), including but not instead to the triping, cuting or removing of brush, tress, 1 ... 1 or any vegetation of the removing of obstructions of any light which may limit the visite of the eigh attructurals) to the traveling public. Leagur shall not ocuse nor parmit any sub- 1 . 7 sign structure other than Lessee's to be created or placed on the above - described situ(s) to on any edjacent real estate owned or controlled by Lessor nor cause nor psimit Last :- 'a sign' structure(e) to be or become obscured from the highway.

EIGNAD'S IMPROVEMENTA: It is agreed the 23 structures, equipment, materials and Extures placed upon the site(a) shall remein the property of Losson. Losson is granted a reasonable time to remove the algrestructure after the minetion of this agreement. Lesses shall have the right to remove the same at any disk . Size term of the lease. Leasor agrees to because notion to Lesses any control in after the may unapplied term. Lustop shall make any necessary application with, and obtain the form the from governmental books; for the construction and maintenance of Lesses's sign(s). At such permits shall remain the property

BIGHAD'S COVENANT: (In the event world) ; (c) of transport highly, on the plantest lie. entirely obstructed or desiroyed, (b) the premiser secure sulely be used to the executor or maintenance of Lassee's algorith thereon for en, isseen, (c) the value of the location for adjustiting purposes becomes diministrat, (d) the ways of Lassee's sign(s) is obstructed or Topolisal in any way by any growth or object on any property, (e) the Lessee bolpstantial by lew from construction and/or meintening on the previous such sign(s), as the Lessee may desire, then the Lessee may, at he option, adjust the rent in proportion to the decreased value

E Para Caracana

Calmana super end to maia panellessiti ... I reasonably necessary for the proper

LEASED PROPERTY: Lessor consents and grant. 1: Lessos the right of ingress and egress of the premises for univentiting purposes, or may terminate the Louse on Ritten days notice in to tend from the establish the right to provide or onthe the chocked present to the shales and place to the constraint of the constraint o

Under the paids pilot is consisting of executively and for our easing paids during with γ and a second attacked to the second to the second to the content of the content of the second

> transfer and business of the contract the state of the state of the state of the state of the state of dominisal, or teened is provented by mosts from Werthistory its discle), this implement shot runged in his love, and affect as only that the rental due becomes for that profess which which the renticed by tity percent. When the algorithment of its reprint of the relation restarts, like Trends the procedures shall be re-existed that the distribution of the procedure commercing with the dete the sign is returned to satisfies.

> INDERSECT IN Each party operen to indemnify and hold trainless the other from any and off define or demands on account of bodily injury or physical properly demand caused by or requiring from any negligent acts or within acts or omissions of the instructional party or its aganta, employess or controlors.

> TERM EXTENSION: This lauge stell continue in full force and ellephorals term and theresher for subsequent successive little terms unless terminated at the end of such term, upon prior valuen notice by the Lessor or Lesson served no loco then ranely (90) days before the end of

> CONDENHATION: In the event of condennation of the subject premises or any part thereof by proper authorities or relocation of the highway, Lessor grants to Lesses the right to relocate its sign structure(s) on Legson's romaining property sajorning the condenned property or the relocated ingress. And contamination exercitor to season property shall econe to lessess.

> end understanding between the period and supplied as the pion representations, understandings and agreements relating to the fitting. This agreement may not be included except in writing spined by Losser and an execution between the states. Heliber Lesser for Lesses studied by the production of the by any agriculture to the property of the benefit of the balte executors, personal appresenticities, excessors and assigns of the ferties hereto. Lescor egises to notify Lessos of any change of amountile of the real exteto or of Losson's making authors within thirty (30) days of such change. In the event of a conveyance of the real estate, Lessor shall be responsible for any propold rental that is due to the new owner.

1018197

Notary	Notary
State of	State of
County of.	County of
The foregoing instrument as acknowledged before me thisday, by Notary Public In afor the State of Texas Public 1 sans My Coming stan Expires	The foregoing instrument was acknowledged before me thisday of, by Notary Public in and for the State of Texas Printed Name My Commission Expires
Legal Description of Property:	A had been a reference and the second reserving the second reserving to the se
18 1A.11	



Η.

Affidavit from the Sign Company Stating the Reason why the Sign cannot be Relocated According to the Properties set forth in the C.O.H. Sign Code



Relocation Site - 8811 1/2 Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800'(Section 4617(8)a)of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.

AFFIDAVIT OF Russell B. Reichle – Real Estate Representative for SignAd Outdoor

BEFORE ME, the undersigned Notary Public on this day personally appeared Russell B. Reichle being sworn an oath deposed and said the following:

My name is Russel B. Reichle, Real Estate Representative for SignAd Outdoor. I am over the age of 18, of sound mind and otherwise competent to make this affidavit. I am an employee of SignAd Outdoor located at 1010 North Loop, Houston, Texas 77009.

SignAd Outdoor is in the process of relocating a billboard sign in the City of Houston and per the Special Permit Section 4617(a)(4)b and Section (a)(4)c of the Houston Sign Code, SignAd will be relocating a billboard per Section 4617(a)(4)d.

Upon review of the property located at 8811 ½ Main Street In Houston, Texas the sign could not be relocated on the same property due to development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property (8811 ½ Main Street Houston, Texas) due to there were no business activity within 800' of any placement on this property. The City of Houston did not want to enter into a New Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure. For these reasons SignAd Outdoor could not relocate a billboard sign on 8811 ½ Main Street in Houston, Texas

I have personal knowledge of the facts stated in this affidavit and the facts are true and correct.

Signature: 4 Address: 1.0. Box \$236 Houston, T k 77249 Phone: 713 -861-6013

THE STATE OF TEXAS

COUNTY OF Harr 5

The foregoing instrument was acknowledged before me by Russell B. Reichle in this 13 day of Novemble, 20 24.

PRISCILLA PINA Notery Public, State of Toxes Comm. Expires 01-24-2027 Notery ID 131868480

Printed Name: Pascula Pina
My Commission Expires: 1-24-202+

Notary Public, State of Texas



١.

Original Copies of the C.O.H Sign Owner Waiver



CITY OF HOUSTON

Sylvester Turner

Houston Public Works

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8890 www.houstonbr.gov

Agreement and Ro	lease Pursuant to Section 4617(a) (6) of the City of Houston Sign Code
Sign Owner, Sign owner, Sign Owner, Sign as descripremise sign currently log Sign Permit No. 1309	hed in Section 4617 of the City of Houston Signicodes the Code 7 for the City of Houston signicodes the Code 7 for the City of Houston
signature hereto, hereby system improvement pro of the sign, in considerati	(a) (6) of the Code, Sign Owner, by affixing his or her or other authorized waives and releases any claim for damages against (the "Unit of Government" undertaking the transportation ect requiring the removal of said sign) for the temporary or permanent taking on of the payment by the Unit of Government of a mutually agreed specified ted to cover the cost to Sign Owner of the alteration or relocation of the sign.
<u>/の-レエ・レゲ</u> Date	Sign Owner's Printed Name
Notary Public Comm. Excl	ILLA PINA c, State of Texas res 01-24-2027 c) 131866480 Signature of Sign Owner's Representative
The foregoing instrument by LIDS CILD NO. Notary Public in and forti	he State of Texas,



J.

Original Copies of the C.O.H Landowner Waiver



CITY OF HOUSTON

John Whitmire

Houston Public Works

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2888 T: 832-394-8890 www.houstontx.gov

Agreement and Release	Pursuant to Section #617(a) (5) of the City of Houston Sign Code
	1/ 1/
Landowner, Bell Fastaine	Madurus Chi seeking authorization of a Special Permit for
relocation of an off-premise sign	h as described in Section 4617 of the City of Houston Sign Code ("the
Code") for the Off-Premise sign	currently located at 8811 12 H425tReet (the "Real
Property"), City of Houston Sign	n Permit No. 130 93649 . Nov 884
	- 54b - Code Jandanian by afflying his or her or other sutharized
Pursuant to Section 4517 (a) (5)	of the Code, Landowner, by affixing his or her or other authorized s and releases any claim for damages against
HARIS COUNTY	(the "Unit of Government" undertaking the
transportation system improve	ment project requiring the removal of said sign) for the temporary or
nermanent taking of the Real R	roperty that is based in any manner upon the relocation or alteration of
the sign to accommodate the tr	ansportation system improvement project.
This agreement shall not be cor	nstrued to preclude the payment of compensation by the Unit of
Government to the Landowner	for the acquisition of the Real Property or any other interest therein,
but the use of the Real Property	y as an Off-Premise sign site shall not be considered in the determination
of the compensation paid there	ifor,
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Date	Landowner's printed frime (217)
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	Signature of Landowner's Representative
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The following instrument was s	acknowledged before me this 13 ^H day of November 2024
by Farend on Shenz	ile.
"	
	THE THE PRINCIPLE OF THE PRINCIPLE
600	Notary 10 #131344981
Notary Public in and for the Sta	ite of Texas, My Cammission Expires November 8, 2025
County of APPRIC	The state of the s

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

Print

									Owi	ner and	Prope	erty In	forma	ation		. 						
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O44 HARRIS CO EDUC DEPT Certified: 08/16/2024 0.004400			<u> </u>												Cer	tified	08/1	6/202	24	0,0	05740	
O48				043	HARRI	S CC	HC	SP DIS	T				Certifi									
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information canter at 13013 W Freeway. Value as of January 1, 2023				044																		
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website, You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway. Value as of January 1, 2023				048																		
Value as of January 1, 2023 Value as of January 1, 2024 Appraise Value as of January 1, 2024 Appraise Apprais				061	CITY (OF H	ous	TON	···		<u> </u>											
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Cooling Type Central / Forced CNPY ROOF W/ SLAB - C 8,154 Functional Utility Avg/Normal BASE AREA PRI 32,500 Heating Type Hot Air Partition Type Normal Physical Condition, Avg/Normal Plumbing Type Adequate Sprinkler Type None Exterior Wall Brick / Concr Block Economic Obsolescence Normal	-				Britaina	Date	╫	Palati	,				\vdash			Deer				7	Area	
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Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

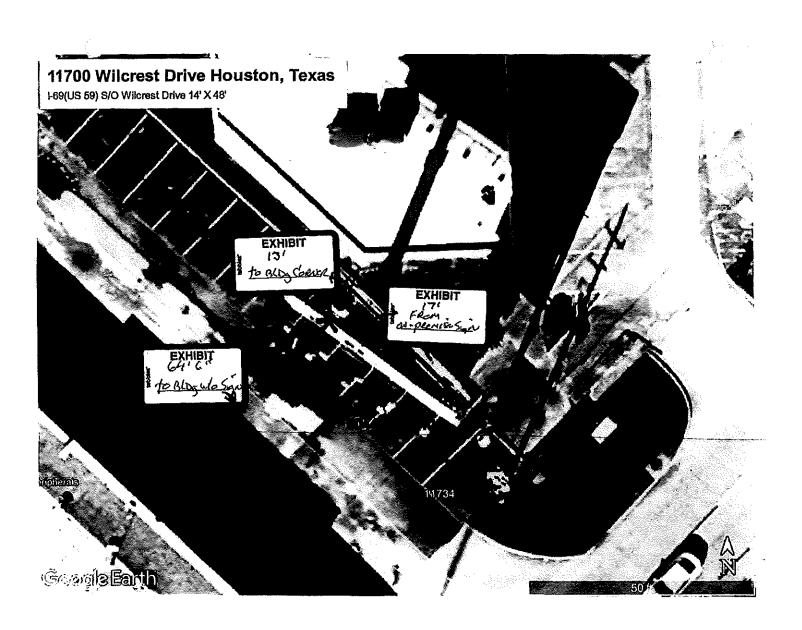
Extra Features

Line	Description	Quality	Condition	Unlts	Year Bulit
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



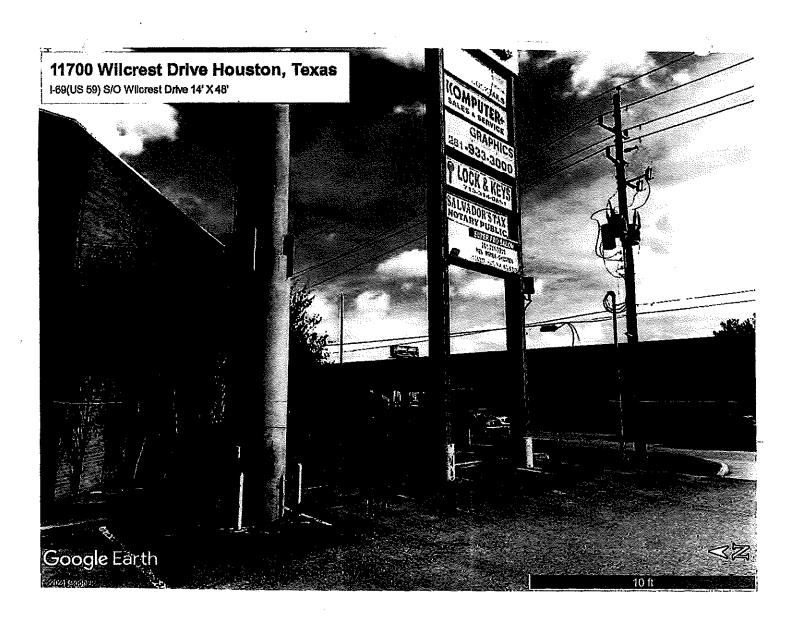
K.

Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects





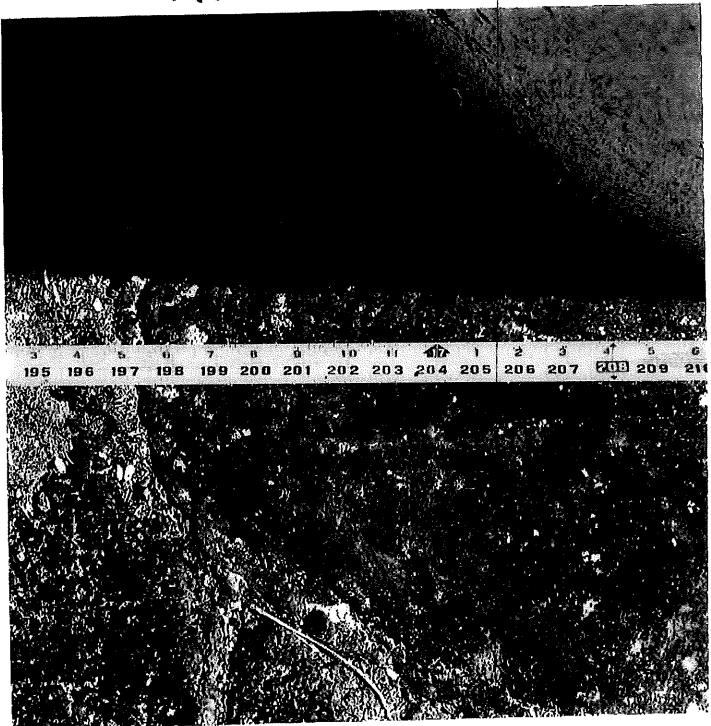




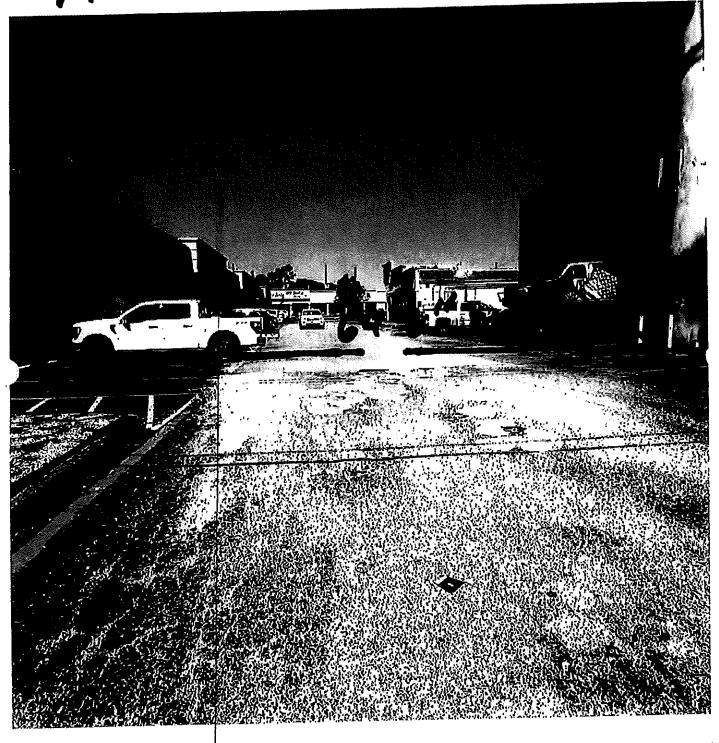
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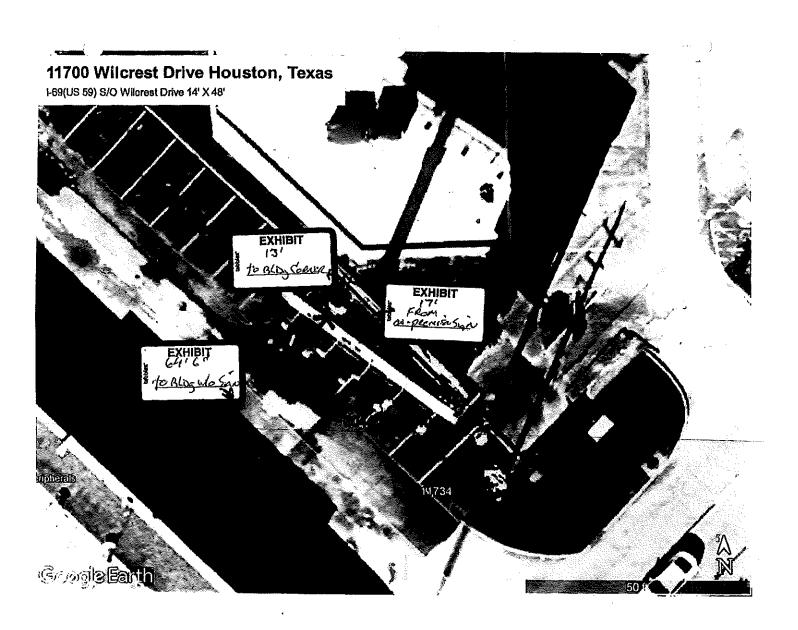
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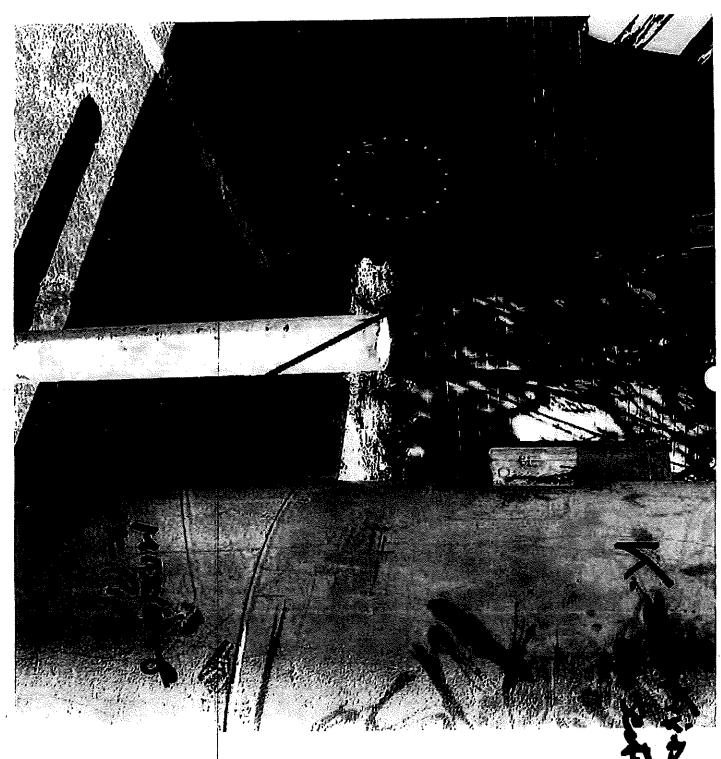


K. 2 Kixes on sects





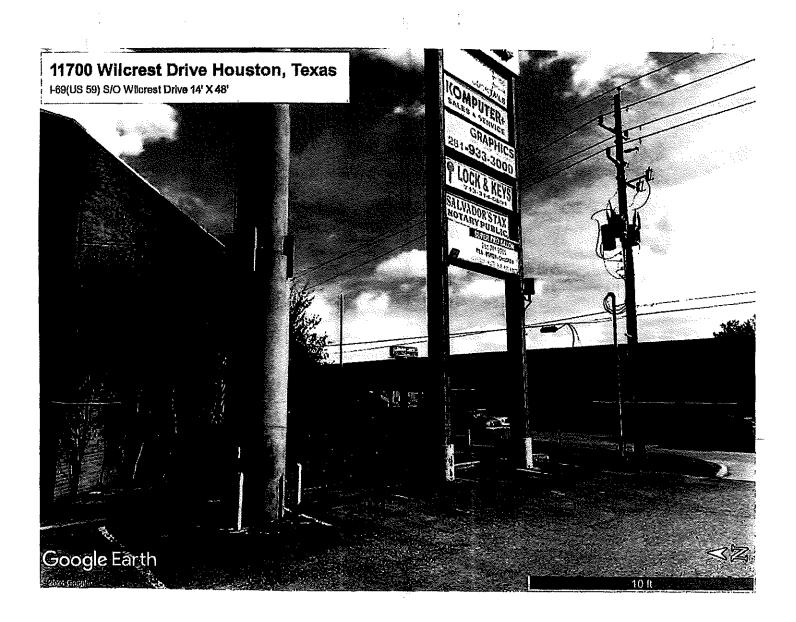




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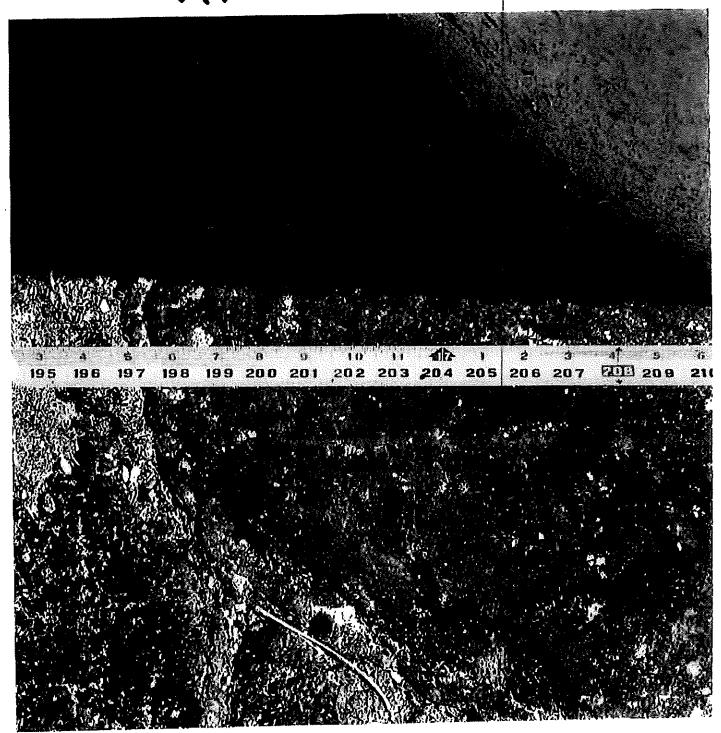




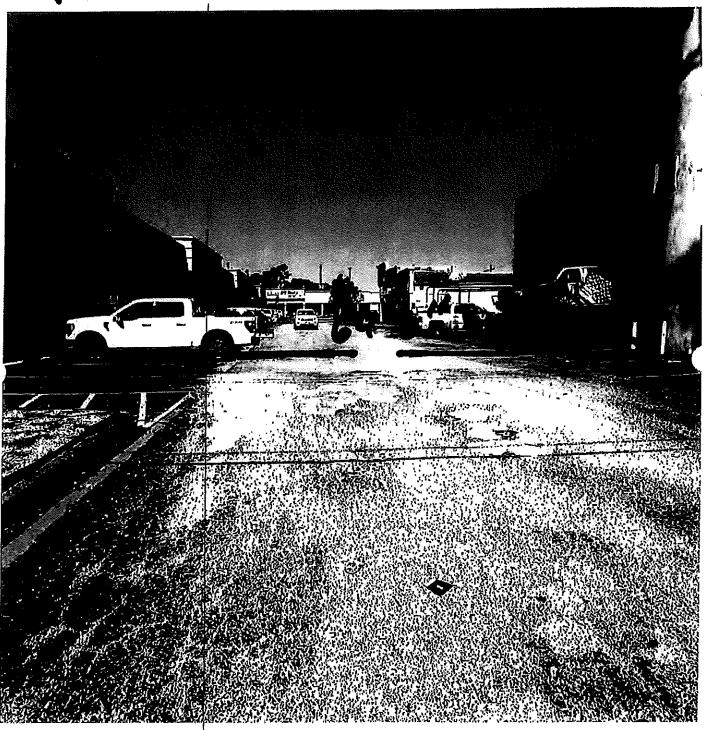
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K. 2 Fixes obsects

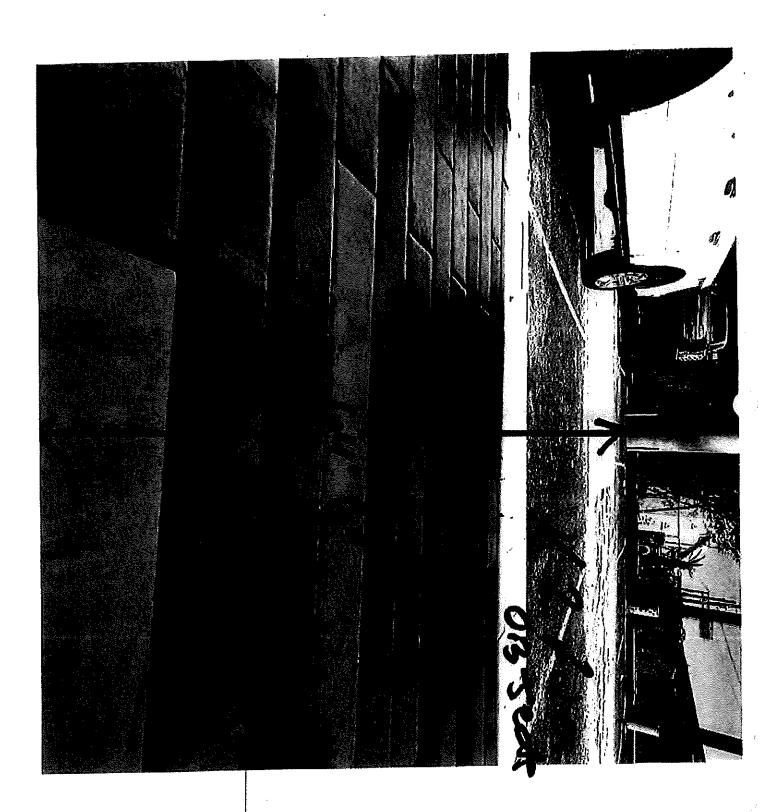


K. 2 Kinds OB Jeets



K. 2 Kixes on sects







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Supportive Documentation for the Proposed Height Above Grade

CITY OF HE TON PUBLIC WORKS & ENGINEERING PARTMENT POST THIS CARD ON JOB BUILDING PERMIT CARD

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL

754-0200 BLDG. INSP. ELECT. INSP. BOILER A/C 754-0300 754-0255 MOBILE HOMES 754-0250 OCCUP. INSP. OCCUP. RECORDS PLBG. INSP. 754-0330 754-0354 754-0400 PLAN CHECKING

754-0220

DATE		· · · · · · · · · · · · · · · · · · ·					PROJ. TYP	ŧ į	PROJECT NO.
19/26/92	<u></u>	 		999791)	9707209		<u> </u>		
OCCUPANT #51GN AD THE	SPRINKLERS								
ADDRESS						SPACE TID NO.			
11700 MILEREST DR	COUNTY BLOGS UNITS STORY					DCC GP ZONE .			
CITY ZIP CODE ZZI	9	HARRIS	0000.	Q1VII3	31011				
APPLICANT						uc. no. 自身负负之而	0 n P	HONE ブ1 多〜日7	\$1-6023
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Any structural work authorized any applicable deed restrictib	oy this pi is. If anyo	erimit is issued bo ine belleves that	this work	c way siolo	aeb etc	d restrictions, ca	1 655-0	133.	

INSPECTION RECORD DATE & TIME SEWER: DATE & TIME PLUMBING GROUND IN: DATE & JAME FOUNDATION: DATE & TIME FOOTINGS: DATE & TIME OTHER: ___ DATE & TIME UNDERSLAB ELECTRIC: FOUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE DATE & TIME ELECTRICAL ROUGH-IN: DATE & TIME PLUMBING ROUGH-IN: DATE & TIME STRUCTURAL FRAMING: OTHER: __ DATE & TIME GAS: ____ DATE & TAKE BOILER-A/C DUCT-VENTS-UNIT: COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE DATE & TIME PLUMBING FINAL: CATE & TIME ELECTRICAL FINAL: DATE & TIME BUILDING FINAL: DATE & TIME AIR CONDITIONING FINAL: DATE & TIME SIGNS FINAL: DATE & DATE HEÀTING FINAL: DATE & TIME DATE & TIME SIDEWALK-D.W. FINAL:



M.

Supportive Documentation for the Residential/Commercial Percentage Surrounding the Site



Commercial vs. Residential

Based on Square Footage

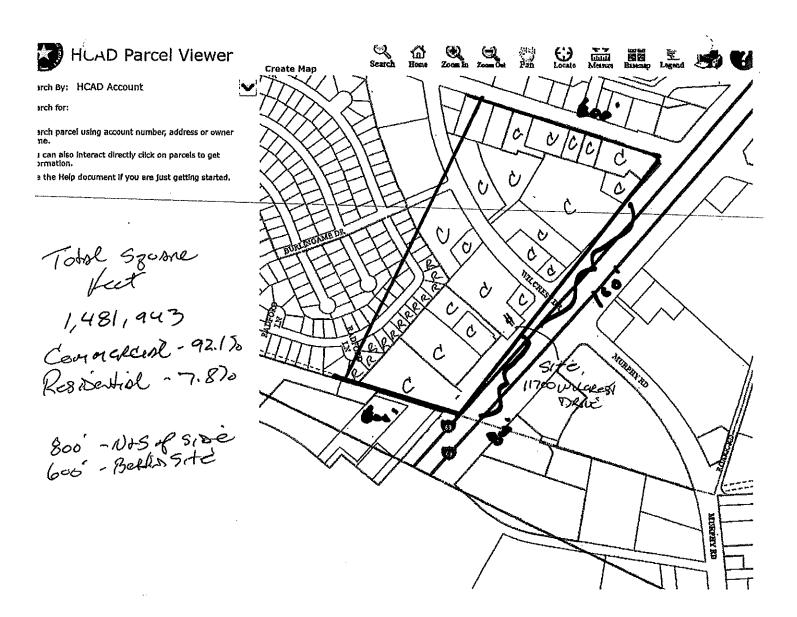
800' in Either Direction from the Sign Structure

600' Back from Either Direction

Total Square Footage – 1,481,943

Commercial – 1,366,276 Square Feet – 92.1%

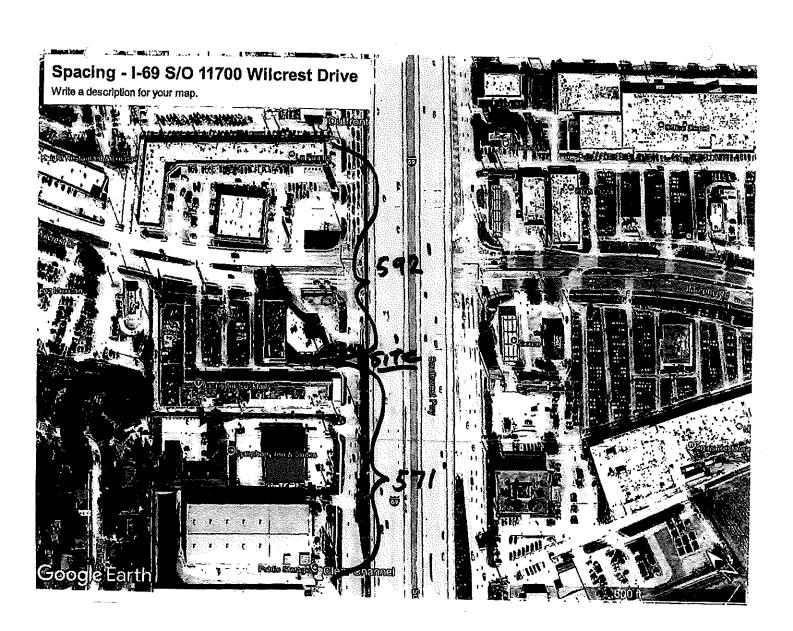
Residential – 115,667 Square Feet – 7.8%





N.

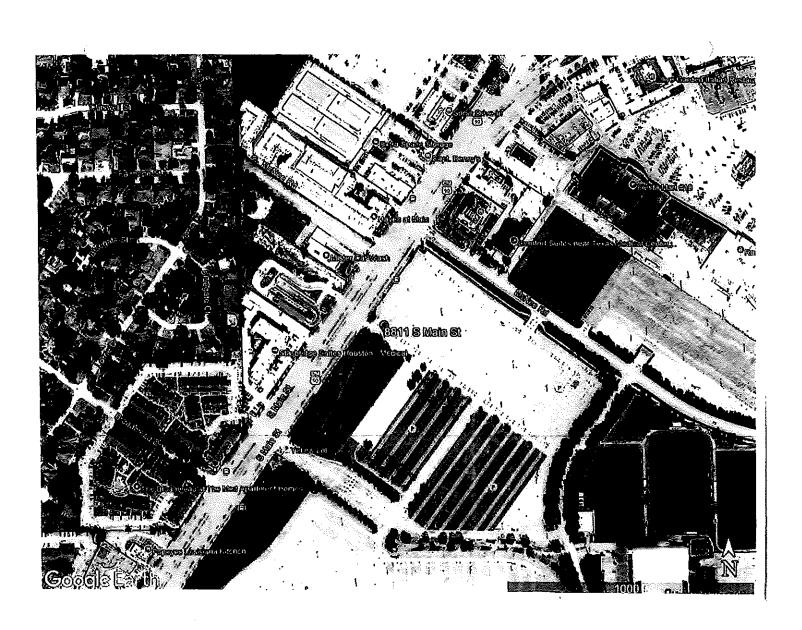
Supportive Documentation for the Spacing between other Off-Premise Signs

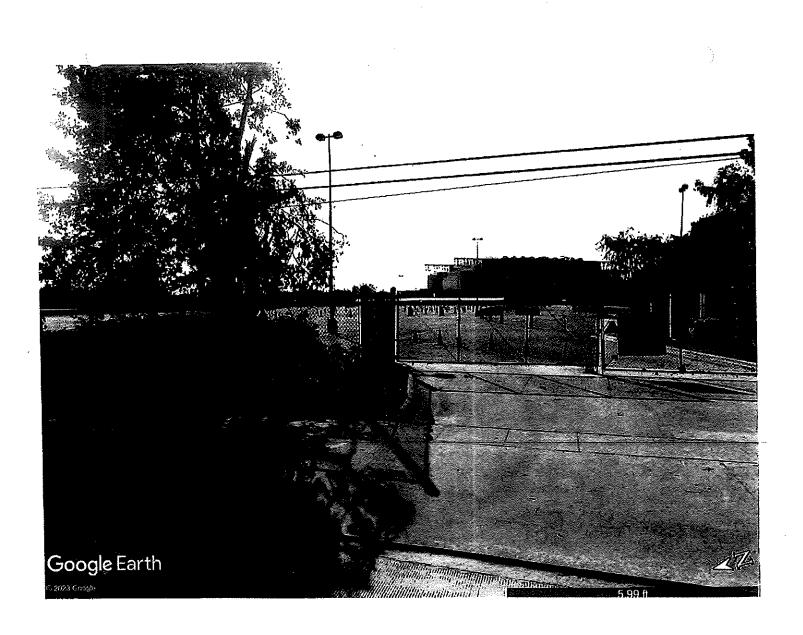




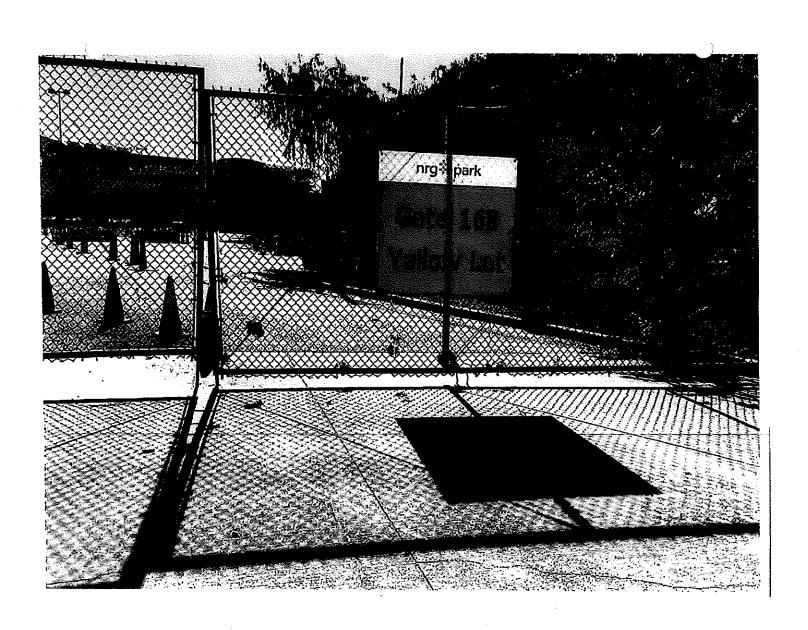
0.

Photos Depicting the Area where the Billboard has been removed from







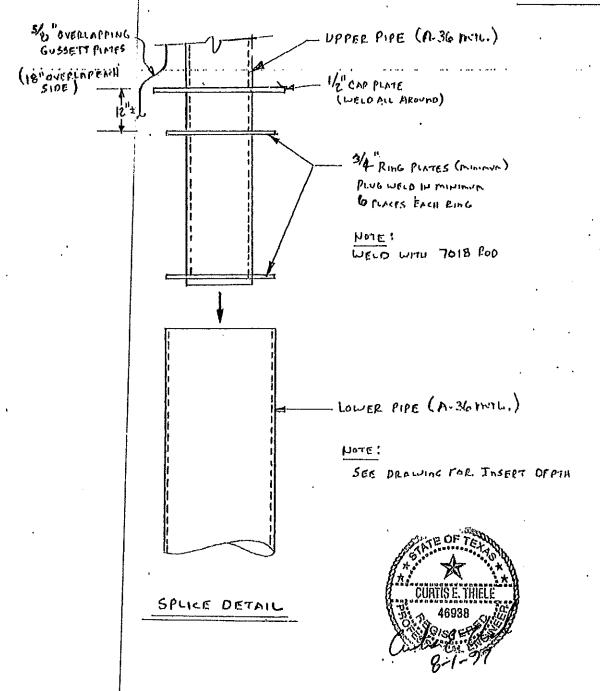






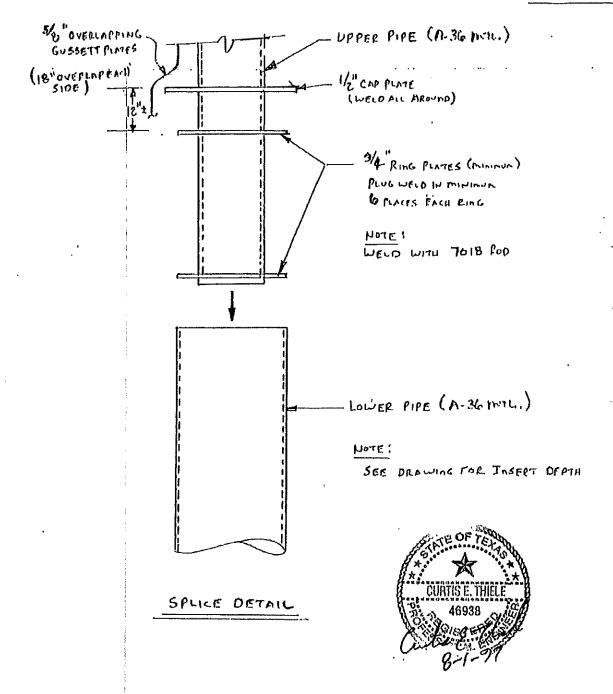
Ρ.

Two(2) sets of Wet Stamped Engineered Construction Drawings



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WIND CRITERIA 30 pit 1	minimum				
DESIGN SUPPORT STEEL B	BASE	a J	, , , ,	1	
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52 m/ 2 1,356,000 /(1)	5 Selin		480	, , , , , , , , , , , , , , , , , , ,	1
USE FITHER 42 / (,500)		MID-STEEL	42"(,	685/	
		5=403 in 1	•		
5 = 468 in 3		3 = 002 15.	Concrete	20 22'	
DESIGN TOP STEEL	35 73500	170,000	FOOTING		
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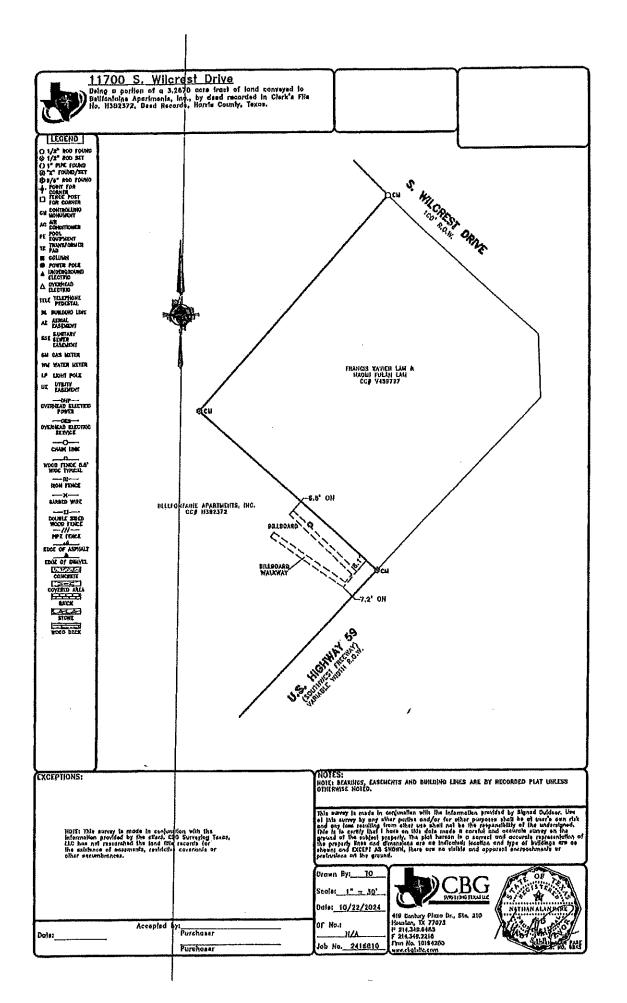


ر میرون د سرسه مراز



Q.

Most Recent Scalable Survey Showing all Easements and Dimensions





R.

Money in the A.P.A. to Cover all Permit Costs



S.

Removal Bond
Reference Section 4617 (a) (10) a,b, or c



Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY T	HESE PRESENTS: Bond No. 72603664
That we, Sign Ad, Inc.	
of Houston and WESTERN SURETY CO	, State of TX, as Principal, MPANY, a corporation duly licensed to do surety business in the State of
Texas	, as Surety, are held and firmly bound unto the
City of Houston	, State of <u>Texas</u> , as Obligee, in the penal
sum of <u>Ten Thousand and</u> lawful money of the United	DOLLARS (\$10,000.00), states, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our le	al representatives, firmly by these presents.
THE CONDITION OF	THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Sign Relocatio	2
-	by the Obligee.
with the laws and ordinar applied for, then this ob	the Principal shall faithfully perform the duties and in all things comply ces, including all amendments thereto, pertaining to the license or permit ligation to be void, otherwise to remain in full force and effect until
U.S. Mail, to the Obligee and of thirty fife 1465, days from shall life and the lighteet date. Regardless of the nuagainst this bond, and the lightly shall not be approved in the lightly shall claim to occeen	nated at any time by the Surety upon sending notice in writing, by First Class to the Principal at the address last known to the Surety, and at the expiration the mailing of said notice, this bond shall ipso facto terminate and the Surety from any liability for any acts or omissions of the Principal subsequent to said mber of years this bond shall continue in force, the number of claims made number of premiums which shall be payable or paid, the Surety's total limit of ive from year to year or period to period, and in no event shall the Surety's total if the amount set forth above. Any revision of the bond amount shall not be day ofOctober,2024
Dated this 21st	lay of October , 2024 .
	SIGN AD, INC. Principal
	Principal WESTERN SURETY COMPANY By Larry Kasten, Vice President
F 522 # 0023	•

Western Surety Company POWER OF ATTORNEY

KNOW ALL MEN BY THESE P	RESENTS:
TENNAMOTERAL CURETY CO	MOANY a corporation organized and existing under the laws of the State of Scutt Dakota, and
authorized and lineared to do but	Inacc in the States of Alabama. Alaska. Afizona. Afkansas, Calliottila, Culotado, Colliscioni,
Delaware, District of Columbia, F	orida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine,
Maryland, Massachusetts, Michiga	n, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, rolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina,
New Mexico, New York, North Ca	Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United
South Dakota, Tentilessee, Texas States of America, does hereby ma	ke constitute and appoint
	of Sioux Falls
Larry Kasten	its regularly elected Vice President
State of South Dakota	and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on
as Attorney-in-ract, with run power its behalf as Surety and as its act a	had deed, the following bond:
its belief as ediety wild to to detail	
One Sign Relocation Cit	y of Houston
bond with bond number <u>7269360</u>	4
Action (title action)	
for Sign Ad, Inc.	
as Principal in the penalty amount	not to exceed: \$ 10,000.00
	certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company
white and analysis of several popular forces. In the self-	
Contlan 2 All bonds policies to	dertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate
4 the Company by the Descitor	1), Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the he President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint
	and an interpretation to the property and a property of the contraction of the contractio
not necessary for the validity of any be	nds, policies, underlekings, Powers or Attorney of other obligations of the corporation. The signature of may
such officer and the corporate soul ma	be printed by facsimile.
This Davies of Alternate months of	gned by digital signature and seated by a digital or otherwise electronic-formatted corporate seal under and
hu the sufficiency of the following Resolu	illon adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of
A U BOOD.	
"RESOLVED: That it is in the b	est interest of the Company to periodically ratify and confirm any corporate documents signed by digital m the use of a digital or otherwise electronic-formatted corporate seat, each to be considered the act and
signatures and to rathy and confi deed of the Company."	If the nee of a milital of contenting elegacion terminate as because any and a series
• •	d WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President	with the corporate seal affixed this 21st day of October,
2024	With BIO Corputato soci diffica di -
	WESTERN SURETY COMPANY
ATTEST	
المالي الألاب	AND THE PARTY OF T
(VIS) COVICE	lauder, Assistant Georgiany, September 1997 August 199
- 	anon' wastalin considera.
STATE OF SOUTH DAKOTA	Tall and the
}	
COUNTY OF MINNEHAHA	
	" And the state of
On this <u>21st</u> day of	October , 2024 , before me, a Notary Public, personally appeared
Larry Kasten	and L. Bauder:
who, being by me duly swom, ack	nowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respective	ely, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of sald Col	poration.
بأردرني والواور والرواد والمراورة والمطاورة والمادا والمواورة والمادارة	, , , , , , , , , , , , , , , , , , ,
\$ S. GREEN	
NOTARY PUBLIC	m) s chille
SOUTH DAKOTA	Notary Public
Language bearings and the contract of the cont	My Commission Expires February 12, 2027 A go to www.cnasurcty.com > Owner/Obligee Services > Validate Bond Coverage.
To walldate bond authenticity	. to to www.chasurcty.com > Owner/Oungee pervices > valuate bond coverage.

Form F9701

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of insurance may be able to help.

Even if you file a complain with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at 1-605-336-0850

Toll-free: 1-800-331-6053

Email: uwservices@cnasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question; 1-800-252-3439 File a complaint; www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Froteotion, MC: CO-CP, Texas Department of Insurance, P.O. Box

12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al 1-605-336-0850

Telefono gratulto: 1-800-331-6053

Correo electronico: uwservices @cnasurety.com

Direction postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov

Correo electronido: ConsumerProtection@tdi.texas.gov

Direction postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

P.O. Box 12030, Austin, TX 78711-2030



T.

Ten(10) Year Agreement Section 4617 (a) (10) a,b, or c

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN FURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and Standard Agreement (hereinafter collectively referred to as "the Sign Owner") and Collectively referred to as "the Landowner").

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes and

WHEREAS, the Sign Owner has made application for the Issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation of alteration of the signs under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the signs are to be altered or relocated, said tract or parcel of land being known as 11700 Suth Wicas from 7x 7299, and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the Issuance of special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs by the expiration of ten (10) years from the date of the Issuance of the special permit, during which time they may continue to enjoy the use of the signs as altered or relocated under the special permits.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

1. A "surety bond" in the form and amount required by subsection (a) of Gubsection (10) of the Ordinance;

[12. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or

[] 3. A "nonrefundable cash bond" in that form and amount required by subsection (c) of Subsection (10) of the Ordinance.²

² Check the applicable form of security.

In the event that the Sign Owner is a sub-lease of the property, then the leasee should join with the fee owner of the property in this Agreement as a Landowner.

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the signs if the signs are not removed by the expiration of the aforesaid ten (10) year period, in that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the signs without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the Issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": ______ (the "Lien holder(s)"). The Lien holders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the signs described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said signs and real property.

- (4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.
- (5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.
- (6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express. Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.
- (7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.
- (8) Each of the pailties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.
- (9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.
- (10) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (11) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.
- (12) Upon execution and counter signature, this Agreement may be recorded in the County Property Records by the City.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lien rolders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	Name of Sign Company
By:	By: Wes Gilbrusty Printed Name of President
By; Signature of Land	Name of Dandowyler Marke To Dandowyler Marke T
ATTEST:	Name of Lienholder
By:	By Printed Name of Signor/Lienholder
ATTEST:	
By:City Secretary	. Ву; Мауог
APPROVED:	COUNTERSIGNED:
By: Assistant City Attorne City of Houston Legal Department	By: City Controller
	Date:

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THE STATE OF TEXAS	
COUNTY OF Harris	
The foregoing instrument was acknowledged before me by Wes on this 28 day of 000000, 2021.	GilbreathJR
PRISCILLA PINA Notary Public, State of Texes Comm. Expires 01-24-2027 Notary ID 131868480 Notary Public, State of	Texas
Printed Name:	
My Commission Expires:	
RUSSELL BERNARD REICHLE	
THE STATE OF TEXAS Notary 10 #131344981 My Commission Expires November 8, 2025	
COUNTY OF KONNETS	1 = = = = = = = = = = = = = = = = = = =
The foregoing instrument was acknowledged before me by Korse on this (3 day of 100 a. 1 a	- WWERE
Printed Name: Resel Scandow Kerchie Notary Public, State of	Tex as
My Commission Expires ///8/25	
THE STATE OF TEXA\$ §	
COUNTY OF §	
The foregoing instrument was acknowledged before me by	
on this day of, 20	
Notary Public, State of	Texas
Printed Name:	
My Commission Expires:	

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

10 Year Agreement SA Form 06-28-10

Attachment to Agreement for Relocated Off-Premise Signs Pursuant to the Houston Sign Code

SI	gn Company Name: Scall	100
	Proposed Location: 11700 Will	crest 1500, Texas
	EXHIBIT "A" Sign Descriptions	
Face Size; 14 44	[8'	
Height Above Grade:	80	
Number of Faces:	2	
Number of Poles:		
Material: <u>\\u00e4</u>		
Configuration:	shape	
Illumination: Yes	*	

EXHIBIT "B" Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest DRIVE Huston, Texas 77099

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

erini 🕮

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ner Name & BELLFONTAINE AP lling Address: % BOB MCKENZIE 3902 W MAIN ST					TS INC					Legal Description: TR 3U ABST						T 651 L ROARK						
				USTON 1			7-634	0			Pr	Property Address:				11700 S WILCREST DR HOUSTON TX 77099						
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		webs	ite. You	can insp	ect th	i\$	Inform	ol photographs, sketches, floor plans, or information indicating the age of a property own formation or get a copy at HCAD's information center at 13013 NW Freeway .														
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Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

.ine	Description		Quality	Condition	Units	Year Bulit
1	CANOPY ROOF AND SLA	3	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLA	3	Average	Average	1,500.00	1979
3	Paving - Asphalt		Average	Average	92,000.00	1979

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and State All Line (hereinafter collectively referred to as "the Sign Owner") and State All Line Apparatus (hereinafter collectively referred to as "the Landowner").1

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the signs under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the signs are to be altered or relocated, said tract or parcel of land being known as 11700 らいけん いしょう かい アメーフラウター, and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the Issuance of special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs by the expiration of ten (10) years from the date of the Issuance of the special permit, during which time they may continue to enjoy the use of the signs as altered or relocated under the special permits.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

1. A "surety bond" in the form and amount required by subsection (a) of Subsection (10) of the Ordinance;

[]2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or

[] 3. A "nonrefundable cash bond" in that form and amount required by subsection (c) of Subsection (10) of the Ordinance.²

² Check the applicable form of security.

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In the event that the Sign Owner is a sub-lease of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landowner.

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the signs if the signs are not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the signs without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the signs in the event that the Sign Owner falls to do so in a timely manner and that if the City elects to remove the signs, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B":

Lien holders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of [Fexas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the signs described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said signs and real property.

- (4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.
- (5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.
- (6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express. Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.
- (7) The rights and remedles contained in this Agreement are not exclusive, but are cumulative of all rights and remedles which exist now or in the future.
- (8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.
- (9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.
- (10) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (11) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.
- (12) Upon execution and counter signature, this Agreement may be recorded in the

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lien holders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	Name of Sign Company	
By: President	By: Wis Grilbridge Printed Name of President	
By: Signature of Lan	Name of Landowner By: Printed Name of Landowner	<i>c.</i>
ATTEST:	Name of Lienholder	
By; Title	By Printed Name of Signor/Lienholder	
ATTEST: By:Clty Secretary	By: Mayor	
APPROVED:	COUNTERSIGNED:	
By:	By: City Controller	
Logal populition	Date:	

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THE STATE OF TEXAS §	
COUNTY OF Houris §	~ 11 le 1
on this	before me by Wes Gilbreath Je.
FRISCILLA PINA Notary Public, State of Toxes Comm. Expires 01-24-2027 Notary D 131868480	Notary Public, State of Texas
Printed Name: Pasquila Vina	
My Commission Expires: 1-24-2017	
THE STATE OF TEXAS §	RUSSELL BERNARD REICHLE Notary ID #131344981
COUNTY OF HOLES	My Commission Expires November 8, 2025
The foregoing instrument was acknowledged on this 13 day of 2027	before me by Kars-und Website
	$N \rightarrow$
Printed Name (Sel 1) en Mos Resollo	Notary Public, State of Texas
My Commission Expires: (1/8/2)	
THE STATE OF TEXAS §	
COUNTY OF §	
The foregoing instrument was acknowledged	before me by
on this day of, 20	•
	Notary Public, State of Texas
Printed Name:	
My Commission Expires:	

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

10 Year Agreement SA Form 06-28-10

Attachment to Agreement for Relocated Off-Premise Signs Pursuant to the Houston Sign Code

S	gn Company Name: Ston 1700 Wilchest Huston: Texas
	EXHIBIT "A" Sign Descriptions
Face Size: 14 4	€8'
Height Above Grade; _	80 '
Number of Faces;	2
Number of Poles:	
Material: Unvy/	
Configuration:	Shope
Illumination: Yes	•
•	

EXHIBIT "B" Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest DRIVE

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

edni 🖴

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.vner Name & BELLFONTAINE A alling Address: % BOB MCKENZII 3902 W MAIN ST HOUSTON TX 770						IE T					Legal D Propert	TR 3U ABST 651 L ROARK 11700 S WILCREST DR HOUSTON TX 77099									
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t	<u> </u>
Wall Helght	: 14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

l.lne	Description	Quality	Condition	Units	Year Bullt		
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979		
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979		
3	Paving - Asphalt	Average	Average	92,000.00	1979		

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and State All L705 (hereinafter collectively referred to as "the Sign Owner") and Deligation Agreement, Two (hereinafter collectively referred to as "the Landowner").1

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the signs under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the signs are to be altered or relocated, said tract or parcel of land being known as 17700 Suff 他による イン・アンクター, and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the issuance of special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs by the expiration of ten (10) years from the date of the issuance of the special permit, during which time they may continue to enjoy the use of the signs as altered or relocated under the special permits.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

1. A "surety bond" in the form and amount required by subsection (a) of Subsection (10) of the Ordinance;

[] 2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or

[] 3. A "nonrefundable cash bond" in that form and amount required by subsection (c) of Subsection (10) of the Ordinance.²

In the event that the Sign Owner is a sub-lease of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landbwner.

² Check the applicable form of security.

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the signs if the signs are not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the signs without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the Issuance of citations under the City of Houston Bullding Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby walves any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby walve any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _______ (the "Lien holder(s)"). The Lien holders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the signs described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said signs and real property.

- (4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.
- (5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.
- (6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express. All borne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.
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- (8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.
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- (11) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.
- (12) Upon execution and counter signature, this Agreement may be recorded in the County Property Records by the City.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lier holders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	•	Name of Sign Company
By: Fresident		By: Wes Gilbruth Printed Name of President
ATTEST: By: Signature of La		Name of Landowner By: Printed Name of Landowner
ATTEST:		Name of Lienholder .
By:Title		By Printed Name of Signor/Lienholder
ATTEST:		
By: City Secretary		By: Mayor
APPROVED:	COL	JNTERSIGNED:
By:Assistant City Attor City of Houston Legal Department	ney	By: City Controller
Logai Dopainneill		Date:

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THE STATE OF TEXAS	8	•
COUNTY OF Han	ris §	
The foregoing ins on this	Trument was acknowle CTOCK, 20 LA PINA State of Texas as 01-24-2027 131866480 ULG Pina	Notary Public, State of Texas
THE STATE OF TEXAS COUNTY OF STATE The foregoing inson this 1	rtrument was acknowle	RUSSELL BEANARD REIEHLE Rotary to #131344981 My Cammission Expires November 8, 2025 Edged before me by Robert & Clarate 24.
Printed Name: Kc 55ce My Commission Expires:	1 Byrnowskerl	
THE STATE OF TEXAS	\$ \$ \$	
The foregoing ins on this day of	trument was acknowle , 20_	dged before me by
Printed Name:	, (Marine Marine tary Public, State of Texas	
My Commission Expires:	1	

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

10 Year Agreement SA Form 06-28-10

Attachment to Agreement for Relocated Off-Premise Signs Pursuant to the Houston Sign Code

S	gn Company Name: Scall LTD
	Proposed Location: 11700 WILCREST HEXAS
	EXHIBIT "A" Sign Descriptions
Face Size: 14 Y	€8'
Height Above Grade:	80'
Number of Faces:	2
Number of Poles:	
Material: Uwy/	
Configuration:	Shope
Illumination: Yes	•

EXHIBIT "B" Legal Description

TR 3U ABST 651 L ROARK 11700 South Wilcrest Drive Huston, Texas 77099

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and Stay AD LTD (hereinafter collectively referred to as "the Sign Owner") and Deligation of Agreement (hereinafter collectively referred to as "the Landowner").1

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the signs under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the signs are to be altered or relocated, said tract or parcel of land being known as 17705 South William Theory 7 7099, and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

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ARTICLE II

Pursuant to subsection ((0) of the Ordinance, this Agreement has been secured by:

- 1. A "surety bond" in the form and amount required by subsection (a) of Subsection (10) of the Ordinance;
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In the event that the Sign Owner is a sub-lease of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landowner.

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the signs if the signs are not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the signs without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the signs in the event that the Sign Owner falls to do so in a timely manner and that if the City elects to remove the signs, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the signs to be removed, then all materials shall be property of the City upon their removal.

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Lien holders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lien holders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	Name of Sign Company
By: President	By: Ale S Ethrerth Printed Name of President
ATTEST: By: Signature of Landowner	Name of Landowner By: Printed Name of Landowner
ATTEST:	Name of Lienholder
By:	By Printed Name of Signor/Lienholder
ATTEST: By: City Secretary	By: Mayor
APPROVED:	COUNTERSIGNED:
By: Assistant City Attorney City of Houston Legal Department	By:City Controller
	Date:

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THE STATE OF TEXAS	3	ģ 2	
COUNTY OF Harr	15	8 8	
on this day of PRIS	trument was acknown the control of t	Notary Public,	Wes Gilbreath Jr. State of Texas
THE STATE OF TEXA COUNTY OF COLOR The foregoing in on this 2 day of 2	is	§ Hotel My C	LL BERNARD REICHLE BY ID #131344981 Commission Expires Expect M = farzic
Printed Name: 2550 My Commission Expires	(2011) Res	Notary Public,	State of Texas
THE STATE OF TEXA		§ § §	
The foregoing in on this day of	strument was acknow	wledged before me by 20	
Printed Name:		Notary Public,	State of Texas
My Commission Expires	3;		
1			

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

10 Year Agreement SA Form 06-28-10

Attachment to Agreement for Relocated Off-Premise Signs Pursuant to the Houston Sign Code

	Proposed Location: 11700 Wilcrest Husbon, Texas EXHIBIT "A" Sign Descriptions
Face Size: 14 Y	48'
Height Above Grade:	80'
Number of Faces:	2
Number of Poles:	
Material: Unvg/	
	shope
Illumination: <u>Ye</u> S	*

EXHIBIT "B" Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest DRIVE

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

Print

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Economic Obsolescence

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description		Quality	Condition	Units	Year Bullt
1	CANOPY ROOF AND	SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND	SLAB	Average	Average	1,500.00	1979
3	Paving - Aspha	t	Average	Average	92,000.00	1979

CHRISTOPHER W. ROTHFELDER erothfelder@rothfelderfalick.com

ATTORNEYS AT LAW 1517 HEIGHTS BLVD. HOUSTON, TEXAS 77008

December 2, 2024

TELEPHONE: 713-220-2288 FACSIMILE: 713-658-8211 WWW.ROTHFELDERFALICK.COM

City of Houston Office of the Building Official 1002 Washington Avenue, 4th Floor Houston, Texas 77002 Attn: Sandra Meza Via Messenger Delivery and Email: <u>Sandra.meza@houstontx.gov</u> SignAdministration@houstontx.gov

RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 Wilcrest Dr.; Our File No. 1011-317.

Dear Ms. Meza:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). As such, the November 18, 2024 Rejection Letter from David Conde to SignAd, as well as Mr. Conde's transmittal email, copies of which are enclosed with this letter, have been referred to us for handling and this response. Pursuant to Section 4604(e)(1) of the Houston Sign Code, please consider this SignAd's timely appeal of the Rejection Letter and the statement in Mr. Conde's email that "the sign must be removed immediately to bring it into compliance with the Sign Code." The foregoing correspondence misconstrue or wrongly interpret Chapter 46, including, but not limited to Section 4617, of the City of Houston Building Code. SignAd maintains that the Sign Administration wrongly denied SignAd's Application, that Sign is not required to remove the sign located at 11700 Wilcrest Dr., and that the City has failed to properly adhere to and apply the provisions of Chapter 46. SignAd will supplement its response and appeal, as necessary, pending the results of its internal investigation. Please contact me if you have any comments or questions. Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/ Christopher W. Rothfelder Christopher W. Rothfelder

CWR:mr Enclosures

EXHIBIT

1



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8890 www.houstonix.gov

November 18, 2024

SignAd Outdoor Advertising 1010 North Loop Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the billboard structure located at: 11700 Wilcrest Dr. - Project Number: 17119577.

At this time the City of Houston cannot allow a billboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met Is the spacing requirement from another billboard structure as indicated in the Sign Code as follows:

Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

Respectfully,

DAVID CONDE

Senior Inspector | Sign Administration City of Houston | Houston Permitting Center T: 832.394.8890 | **832.394.9087**



SITE INSPECTOR:

SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM

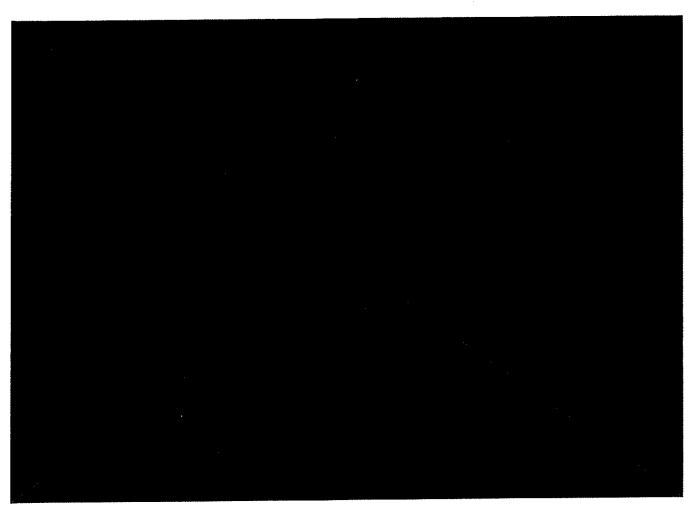


					•		
SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	1711	9577	DATE:	11/15/20	024
SIGN ADDRESS:	11700 WILCREST DR	ZIP CODE:	77099	CITY LIMIT	rs/etj:	CITYLIM	ITS
LATITUDE COORDINATES:	29,6512	LONGITUDE COORD	INATES:	-95.50	692		
DISTANCE FROM NEXT OFF-PREMISE P	ERMITTED SIGN: 570'	DISTANCE FROM THE CURB:	167'	LOCATEO/VIEV	VED FROM SCEN	NIC AREA:	NO
DISTANCE FROM A COMMERCIAL	OR INDUSTRIAL ACTIVITY:	64' DISTA	NCE FROM	1 POWER LII	NES:	6'	
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*NATIONAL ELECYRIC CODE: 18-60K		EET HORIZONTAL AND 10 FEET ES MINIMUM 3 FEET HORIZON			I 10'-0 HORIZ I 3'-0 HORIZ		
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SITE INSPECTION APPR	OVED: N	O BILLBO	ARD LOCA	ATED ON N.	H.S.:	YES	
SITE INSPECTION COMI	1500'. DISTANCE FROM						<u>T</u>
REQUIRED SPECIFICATION (IL TO' MENOURED HIP.	•					
IF SITE INSPECTION CANNO	T BE APPROVED, WHO	WAS NOTIFIED OF THI	REJECTIO	DN?			
NAME:	RUSTY REICHLE	DATE:	11/15/	/2024	TIME:	1:10 Pl	<u> </u>

J.GALVAN

11/15/2024

DATE:



From: Conde, David - HPW [mailto:David.Conde@houstontx.gov]

Sent: Monday, November 18, 2024 2:40 PM

To: Rusty Reichle < rusty@signad.com >; Priscilla Piña < r.e.coord@signad.com >

Cc: Benitez, Misael - HPC-HPW < Misael.Benitez@houstontx.gov >; Estrada, Albert - HPC-HPW

<Albert.Estrada@houstontx.gov>

Subject: Rejection of 10-Year Relocation Packet - Violation of Sign Code at 11700 Wilcrest Drive -

Immediate Removal Required

Importance: High

Dear SignAd Outdoor Advertising,

I hope this message finds you well. I am writing to inform you that the 10-year relocation packet you submitted on 11/14/2024 to the City of Houston has been rejected due to non-compliance with the required specifications outlined in the Houston Sign Code.

Sign Code Requirement Not Met

The primary issue with the relocation packet is a failure to meet the spacing requirements set forth in **Section 4617 (8)(b)** of the Houston Sign Code, which states: "For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under

Postlan AR47/al/Ala av /Ald the alan must

Section 45 (7)(4)C or (4)u, the sign must.

(I) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway, or nonfreeway primary highway and is within or without the city limits; or

(ii) comply with the then-current criteria for location and spacing set by the state

regulations, whichever is more restrictive."

As the relocated permit for 11700 Wilcrest Drive does not meet these spacing requirements, the packet has been rejected.

Unpermitted Sign

Additionally, please be advised that the billboard at 11700 Wilcrest Drive has been in violation of the Sign Code as an unpermitted sign since September 18, 2024, due to its existing permit being expired on that same date. As a result, the sign must be removed immediately to bring it into compliance with the Sign Code.

Documentation

For your reference, I have attached the following documents to this email:

· A copy of the rejected Site Inspection form.

• The official rejection letter for your proposed relocation packet.

If you have any further questions or need additional clarification, please feel free to contact our office at 832-394-8890. We appreciate your prompt attention to this matter and look forward to your cooperation.

Respectfully,

DAVID CONDE

Senior Inspector I Sign Administration
City of Houston I Houston Permitting Center

D: 832.394.9087 | M: 832.647.4979



Unless expressly stated otherwise, the information contained in this e-mail and any attachments is confidential and may be privileged. It is intended for the sole use of the addresses(s). Access to this e-mail and its attachments (if any) by anyone else is unauthorized. If you are not the intended recipient, or on employee or agent responsible for delivering this message to the intended recipient, any dissemination, distribution or copying of the contents of this e-mail is strictly prohibited and any action taken (or not taken) in reliance on it is unauthorized and may be unlawful, if you have received this e-mail in error, please inform the sender immediately and delete it from your computer.



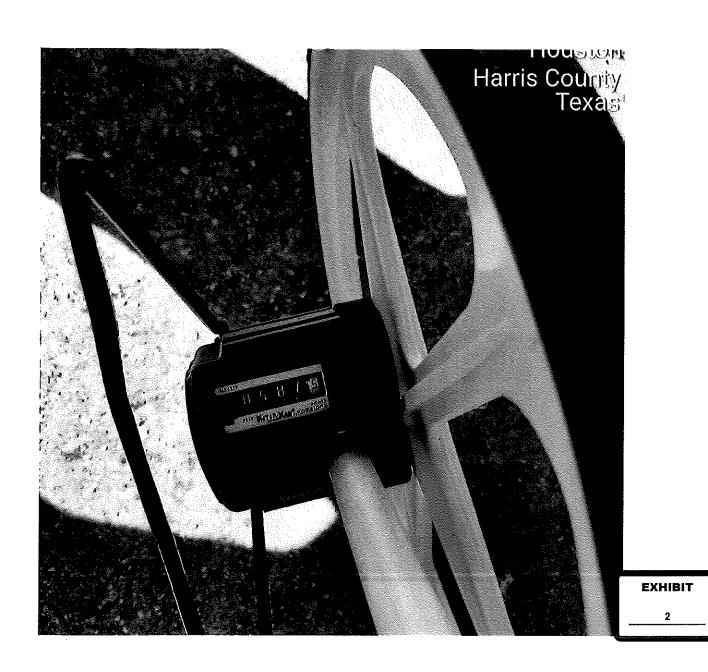
SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: SIGN AD PROJECT NUMBER: 17119577 DATE: 11/15/2024

SIGN ADDRESS: 11700 WILGREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS

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	LATITUDE COORDINATES:	29,6512	LONGITUDE COORDINATES:	-95.5692	-
• .					





EXHIBIT

3



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	17119	9577 DA	TE: <u>11/15/</u> 2	2024
SIGN ADDRESS:	11700 WILCREST DR	ZIP CODE:	77099	CITY LIMITS / I	ETJ: CITYLII	MITS
LATITUDE COORDINATES:	29.6512	LONGITUDE COORDI	NATES:	-95.5692		
DISTANCE FROM NEXT OFF-PREMISE P	ERMITTED SIGN: 570'	DISTANCE FROM THE CURB:	167'	LOCATED/VIEWED FI	ROM SCENIC AREA:	NO
DISTANCE FROM A COMMERCIAL	OR INDUSTRIAL ACTIVITY:	64' DISTAN	CE FROM	POWER LINES:	:6'	
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*NATIONAL ELECTRIC CODE: 15-50K		EET HORIZONTAL AND 10 FEET V ES MINIMUM 3 FEET HORIZONT/		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-0 HORIZ	
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LOCATE OF BILLBOARD ST	RUCTURE: S/I 30'W/I	D SOUTHWEST EWY		es propo calable		
LOCATE OF BILLBOARD 311				····		
SITE INSPECTION APPR	OVED: N	O BILLBOA	RD LOCA	TED ON N.H.S.	: YES	
SITE INSPECTION COMP REQUIRED REGULATION OF REQUIRED SPECIFICATION OF	1500'. DISTANCE FROM					ET
IF SITE INSPECTION CANNO	T BE APPROVED, WHO	WAS NOTIFIED OF THE	REJECTIO	N?		
NAME:	RUSTY REICHLE	DATE:_	11/15/2	2024 T	IME: 1:10 F	M·M
SITE INSPECTOR:	J.GALVAN		DATE:	11/15/2024		IBIT





CH.46 - Section 4617

Special Permit RELO Checklist (CITY)

Project Number(s):
Date Received: /////Zy
•
Note: Please label the documents with the corresponding letter below so that each sheet can be located easily. This will help make the review process more efficient. <u>Two (2) copies of all plans and documents must be provided.</u>
Required Documents:
A. Clarification/Cover Letter (Letter providing the reason why the work is to be done)
B. Scope of Work (Description of work to be done to Billboard)
C. Original Permit Application (for Site Inspection) by <u>Sign Company</u>
B. Scope of Work (Description of work to be done to Billboard) C. Original Permit Application (for Site Inspection) by <u>Sign Company</u> D. Original Permit Application (for Construction Permit) by <u>Contractor</u> C. Original Electrical Permit Application (If Applicable)
The "30,Day Notice to Vacate" Letter Copies of the Executed Lease Agreement
Affidavit from the sign company stating the vegeon which a class assign to a second state of the sign company stating the vegeon which a class assign to a second state of the second stat
Affidavit from the sign company stating the reason why the sign cannot be relocated according to the properties set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)
*Note: I or J will be determined by this affidavit.
Original copies of the C.O.H. <u>Sign Owner</u> Waiver (Reference Section 4617(a) (6))
Original copies of the C.O.H <u>. Landowner</u> Walver (Reference Section 4617(a) (5))
(2) sets of the Site/Plot Plan denoting location of Billboard on the property and dimensions from two (2)
fixed objects
L. Supportive documentation for the proposed height above grade (Overall Maximum Height)
M. Supportive documentation for the Residential/Commercial Percentage surrounding the site (<u>Please provide the</u>
<u>numerical percentage value</u>) (Reference Section 4612(c) (2))
N. Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b))
O. Photos depicting the area where the Billboard has been removed from
P. Two (2) sets of <u>wet stamped</u> Engineered Construction Drawings
Most recent <u>scalable</u> survey showing all easements and dimensions (<u>Done with the benefit of a Title Report</u>)
R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 billboard structure)
See Removal Bond (Reference Section 4617 (a) (10) a, b or c)
N. Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b)) O. Photos depicting the area where the Biliboard has been removed from P. Two (2) sets of wet stamped Engineered Construction Drawings O. Most recent scalable survey showing all easements and dimensions (Done with the benefit of a Title Report) O. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 biliboard structure) R. Removal Bond (Reference Section 4617 (a) (10) a, b or c) T. 10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties involved)
300 A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Other requirements may be imposed as circumstances dictate.



A.

Clarification/Cover Letter



September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign - 13092649 - 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign #60440— 1-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

Enclosed you will find a one(1) Warehouse Inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 – I-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were was removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at rusty@signad.com).

Sincerely

Russell(Rusty) Reichle

Real Estate



В.

Scope of Work



Date:

September 16, 2024

Job Location:

11700 Wilcrest Drive

Companies Sign:

11700 Wilcrest Drive

Contractor:

SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 – 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

Original Permit Application by SignAd Outdoor - Contractor

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT OFF-PREMISE APPLICATION

1002 WASHINGTON AVE. - 414 FLOOR - HOUSTON, TX 77002

PHONE: 832, 394, 889

MONDAY - FRIDAY: 8:00 a.m. - 5:00 p.m.

This is an Off – Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas.

Carefully complete all necessary information.

DATE: 9/16/2024 PROJECT NUMBER:	13100061
SIGNACIONE SignAd, Inc.	39
BILLING ADDRESS: P. O. Box 8626	ZIP: 77249
sign Address: 11700 Wilcrest Drive Houston, Texas	ZIP:
TELEPHONE NO.: EMAIL:	
CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)	
	ating permit 🗆
ELECTRICAL NON-ELECTRICAL FACE(S): 2 POLE(S): Mono	XU
WIDTH: 48 Ft. In. HEIGHT: 14 Ft. In. MAX HEIGHT: REASON FOR APPLICATION: COH RELO Permit # 13092649 ADDITIONAL COMMENTS: We are not building a new sign structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply implementing in the structure simply in the structure simply implementing in the structure simply in the structure simply implementing in the structure simply in the structure simply in the structure simply in the structure simply implementing in the structure simply in the structure simply implementing in the structure simply in the str	
REASON FOR APPLICATION: We are not building a new stan structure simply implementing	for a new RELO Permit
ADDITIONAL COMMENTS: We are not building a new sight structure simply implementing	
SECTION 4612OFF-PREMISE SIGNS (a) Off-Premise Sign Provisions. The provisions of this section shall apply only to "Off-Premise signs," as that term is defined in Section (
application area.	
(b) Prohibition of New Off-Premise Signs. (1) From and after the affective date (as defined in section 4602 - Effective Date (1)(2)(3)(4)), no new construction permits shall be issued a code application area. This prohibition shall apply to all classifications of signs, types of signs, and special function signs, and all other significations of portable signs, with the exception that Off-Premise signs that adventise the sale or reals of rest property or direct persons to the reals), which signs shall be limited to 40 square feet in area, shall continue to be permitted for a single three-year term.	location of real property for sale or
(2) Electronic and Off-Premise high technology signs are prohibited. This prohibition shall include the construction, reconstruction, upgrading or conversion of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such that no electronic or Off-Premise is	
I hereby certify that the above information is true and correct and further that the sign is being erected and/or mathematical expensions of the owner and/or authorized lesses of the premises; and that having read the restrictions Houston Sign Ordinance; that the sign is being erected or maintained in compliance with the Sign Ordinance, C Houston and other applicable laws.	maintained at the above location i and requirements of the City of
Sworm to and subscribed before one by said PRINT OWNER NANGENIAL ESSENCY PRENTS OF PRINT OWNER NANGENIAL ESSENCY PRENTS O	ber 31 of 2024
PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 Comm. Expires 01-24-2027	PUBLIC in and for the State of Texas
PRISCILLA PINA PRISCILLA PINA Notary Public, State of Taxas Comm. Expires 01-24-2027 Notary ID 131866480 NOTARY F	PIJBLIC in and for the State of Texas



E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

ADBLIA	CATION DATE: 10/2/2	4	2. PROJE	CT NUMBER:		he city limits of Houston, Texall, send the completed form	PAY AC	COUNT NO.	
I ALLELI	CATION DATE: <u> O 2 2 </u> TE ADDRESS: <u> 1700</u>	· //	21/01	Pest N	2100	(If applicable	KAK	ζ,	
1, JOB 81						Industrial IXO	thor /	Exrst.	UO
	OF WORK: Residential	_	Apartmen			Thugnarian 156	····•··	311(3 <i>018)</i>	
6. PRESI	ENT OCCUPANCY:				_ 7. PRO				<u> </u>
B, ELECT	RICAL CONTRACTOR COMPA	NY N	AME AND	LICENSE NO.:_	2/4	NAS M.S.P.B	1	7. (2
9. TELEF	PHONE NO.: Q13) 861	100	<u>3</u> ,10. EM	AIL ADDRESS:	-Ku	styl Stande. C	OH		
	WHEN READY FOR IN	SPECT	ION, THE EL	ECTRICAL CONTRI	ACTOR SH	ALL BE RESPONSIBLE FOR SCHEDU	LING INSI	PECTION(5)	
			· · · · · · · · · · · · · · · · · · ·	CHA	RGE8			Fee Amount	Tolai
Quantity	item Description		Fee Amount	Toisi	Quantily	item Description			10:21
1	Meter Loop & Service Up to and including 50 kW	@	\$ 90.05	90.06		Motors Up to and Including 1HP	@	\$ 3,85	
	61kW through 260 kW	@	\$ 96,49			Motors 1 HP through 10HP	@	\$ 10.93	
	Over 250 KW	@	\$102,92	1		Motors Over 10 HP	@	\$ 7.71	
	Sub Panels with	@	\$ 9.00			Plus Each Additional HP for M over 10 HP	otors @	\$ 1.73	
	8 or more circuits (each) Outlets	@	\$ 1.28			Transformers Up to including 1 KVA	@	\$ 3,85	
	Lighting Flatures	<u>-</u>	\$ 1.28			Transformers Over 1 KVA	@	\$ 10.93	
	Range Receptacle	@	\$ 4,50		\ <u> </u>	Transformers Over 10 KVA	@	\$ 7.71	
<u> </u>			\$ 4.50		-	Total KVA over 10 on		\$ 1.73	
	Clothes Dryer	@			<u> </u>	Above transformers Ball Perk & Parking Lot Light P	<u>@</u> oles	\$ 90.06	
<u> </u>	Cooking Tops	@	\$ 4,50			First Each Additional	<u>@</u>	\$ 45,03	
 	Ovens	@_	\$ 4.50 \$ 4.60		 	Pole with guy wire (each)	@	\$ 45.03	
	Garbage Disposals	@	\$ 4,60 \$ 4,50		<u> </u>	Temporary Saw Pole		\$ 90,06	
	Dishwashers Window Air	@	\$ 4,50		<u> </u>	Temporary Cut in	@	\$ 90.06	
<u> </u>	Conditioner receptacle Heaters/Generators	@			-	Reconnection Fee	@	\$ 90.06	
	Up to and Including 1 kW	_@_	\$ 3,85		<u> </u>	Festoon lighting &		\$ 10,93	
	Heaters/Generators Over 1 kW through 10 kW	_@_	\$ 10,93			Streamers, per circuit	@	<u> </u>	
	Heaters/Generators Over 10 kW	0	\$ 7,71		_	Shop Inspection Electrical Signs 0-5KVA	@	\$ 45,03	·
	Plus Each Additional kW for	@	\$ 1.73			Installation Inspection Electrical Signs 0-5 KVA		\$ 45.03	
	Htr/Gen Over 10 kW EV Charging Oullet (Level 1)	<u></u>	\$ 90.08			Miscellaneous;	@	\$ 87.24	
	EV Charging Outlet (Level 2)	@	\$ 96.49		8081	rotal (Note: Minimum Fee on	Any Per	mit is \$87.24)	90.06
	EV Charging Outlet (Level 3)	@	\$102,92		Foef	or Issuing each permit or rece	lpt		+ \$ 32,16
				<u> </u>		<u>AL FEE</u>		<i>[</i> 2	122.22
Elecid	cal materials used will be of the " uction in the City of Houston. No	17	red" type ar icalion(8) of 4uu	nd electrical work r addition(s) sha	k shall be li be mad	DONALD HOW	ARI	5 H S N	1.784
	r Electrician Signalara (REQUIF	<u>X /</u>		rf	-	DONALD HOW Master Elegrician Printed Nam		ン <i>/7'~^</i>	

hpcelectricalsection@houstontx.gov

832,394,8860



https://bit.ly/3p78ntZ



F.

"30 Day Vacate Letter"

- #13092649 - 811 1/2 Main Street



Michael A. Stafford Harris County Attorney

Atigust 29, 2001

Mr. Wes Gilbreath SignAd, Inc. c/o Richard Rothfelder 1201 Louisians, Suite 550 Houston, Texas 77002

Re: Relocation of Off-Promise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Reducation Agreement pursuant to Section 4617 of the Houston Sign Code, affective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjucant to Kaykendahi Road; more specifically, one north of Rhodes Road on real property owned by Juanita Schweder and the one at 20015 Rhodes Road on the real property owned by Peter Terpstru. The third sign is located at 8811 South Main.

The relocation of the described signs is made accessary by publicly funded transportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahi Road and is constructing parking off of South Main near the Relamb Astrodomain Complex.

Harris County and SignAd, Inc. agree as follows:

- In consideration of Harris County executing this document, SignAd, Inc. hereby waives and releases any claim it may have for durages against Harris County for any temporary of permanent taking of the signs or sign relocation costs.
- 2. In consideration of said waiver, Harris County agrees that SignAd, Inc. may seek the special permits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the cusmancal relocation of the signs.

EXECUTED this 29th day of August, 2001.
MICHAEL A. STAFFORD Harris County Attorney
CATHY I. SISK Bureau Chief Environmental and Community Protection Bureau Harris County Attorney's Office 1310 Prairie, Suite 940 Houston, Texas 77002
EXECUTED this, 2001.
SIGNAD, INC.
Wes Gilbreath President, SignAd, Inc.



G.

Copies of the Executed Lease Agreement



HOUSTON, TEXAS 77249 (713) 861-6019

OUTDOOR ADVERTISING

DATE; 2/3/9/	LEASE NUMBER 60491 / 8
THIS AGREEMENT, by and between <u>Bellfontaine Apartments I</u> (Lassee) sets forth the following terms and conditions;	inc. % Bob McKenzie (Lessor) and SIGNAD, INC
PROPERTY. Lessor is the owner (or the authorized agent) of that certain real propo	and the state of t
about 150 N - (9 - E - W of Wilcrest Dr.	(highway to ha ulowed from
Lessor's property known as 11700 Wilcrest Dr.	address, city, county, state)
Houston, Harris, Texas	
	encer_ 11700 Wilcrest sed sign site (Above SHC sign)
SKETCH APPROXIMATE LOCATION	S POZETY N OF SIGN ON PHOPERTY.
RENTAL. Lesses shall pay to Lessor a rental of **8ee below **per year p shall gay to Lessor upon acceptance of this agreement a down payment of ten provided the state of the	ercent (10%) of the annual rate with the balance due and payable upon the ter of the property and has full authority to enter into this agreement. This lease per of SignAd, inc.
LESSABLE SIGNATURE COLUMN COL	SIGNAD, INC. MLL GILBREATH PRINT NAME/TITLE 2-7-97 ACCEPTANCE DATE BIETT GILBREATH REAL ESTATE REPRESENTATIVE
☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP	

lockinus equipment there exit to high to either the ellefol or elia muchulofol or to evely this term. appearant for yard date that the tot of the chief and the part of the part of to him to propagate it that and plantages and the right manufactors and the right and the right manufactors and the right and

and the first of the first that the same and stinguise of the travelles poster to of the tree we of the eye, and the endre me a organization oftenent of consideration. Leavest greaters are the right to essentiably receive the eigh emoniture (c. 1924). Addit, gradulem of the first of the control of (1) and the first of (1) and the Lissaes and his anil months of each consequent to high sile and agreement and large saach properly oracle or controlled by Leeser for all purposes to secretily recessery for the proper discibly, placing, mainteining and removing of the alga atmotorals), including but not timited to the biggstyl, cyting or ransoving of booth, tisse, cloube or any ingetation or the ransoving of obstituctions of any stad which may limit the statisticy of the alon elevenus(a) to the travellent proto. Laurey shell not exues not penalt usy seventishing sign securiors when then Loss sale to pe elected or blead on the spore - gescriped again or ou suh egiscent test septio armed or controlled by Lessor not cause not permit Lessee's eligit cliniciate(e) to be or decome obscured from the highway.

EXCHAINS IMPROVEMENTS: A is egrand that ell structures, equipment, materials and fixturea placed upon the eRa(a) shall remain the property of Lesses. Lesses is greated a responsible time to remove the clan structure effer the termination of this agreement. Lesses shell have the right to remove the some at any during the term of the lesses. Lessor agrees to thereupon relum to Lasses any rentiged in adversa for any unexplied faint. Lessop shift relocated highway. Pay condemnation extend to Lasses's proparty shift account to Lasses. meks any necessery application with, and obtain pamilia from, governmental books of the construction and maintenance of Leurse's algule). All such panells that remain the property of the Leases.

BIONETHI CONCRINELLY: In the execution of pieceses, elypter on his bisurfeet his entirely obstructed or destroyed, (b) the premises cerent solely be used for the erection or meintenance of Leaves's sign(s) thereon for any resear, (c) the value of the location for advarifeing purposes traceines diministred, (d) the view of Leseso's eign(s) is-obstitucted orimprised in any visy by any grown or object on any property, (a) the Lesses he provented by lay from continuction end/or meintelning on the premises such sign(s), as the Lesses may derine, then the Lessee may, at its option, adjust the rent in proportion to the decreased value

LEARRY PROPRIETY: Leasor consense and greate to Leases the right of Ingress and agrees of the premises for advantaing purposes, or may terminate the Leases on lifes and days motive in to and from the effect the shold to provide an excellent electrical power to the photological process withing, Losent equipped previous a reliand to tences any sent pelo in sevence for the consequent

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THERE EXTERNSION: Title lases shall continue in full force and alleaforthin terms and themselves for embasquant coccessive like terms unless terminative at the end of such term upon prior willen notice by the Lestor or Lessos served no less than ninely (60) days before the ethi of such tarm.

CONVENHATION: in the event of condemnation of the adoject premiese or any part thereof by proper cultivities or relocation of the highway, Lessor grants to Lessos the right to relocate its eign simplyreis) on Lector's remaining property adjoining the conditioned property of the

HINTIGE AUTERISETY It is underduct that this agreement constitutes the entire agreement end understanding between the people's and suggested as all prior representations, understanding and engineering and engineering the properties of the modified except in writing and eggestrate rations to the fingle. This appropriation may not be modified except in writing approach to the properties of the properties representatives, euccessors and sealers of the parties thereto. Lossor ecrees to make Lassos of any chango of ownership of the real estate or of Lapsor's making address within littly (30) ways of such change. In the event of a conveyance of the test existe, Lessor shall be respondicie for any prepaid rental that is due to the new owner.

10/8/97

Notary		Notary	·
State of	ACCOUNTY ON SALES	State of	
County of		County of	٠.,
The foregoing instrument was acknowledged before me thisday of, by hotary Public in and for the State of Texas Nyinged Name My Commission Expires		The foregoing instrument was achieved the fore the fine this day of the Notary Bublic in and for the Printed Nar	e Stella of Texas
egal Description of Property:	e4	A STATE OF THE STA	La Carrier Communication of the Communication of th
1911 7 1 1 1 1 1 1 1	······································	LEPTOCHER DA SER ALIMAN MANDE MARKET GOLD MER GER COMPANIE OF CONTROL OF CONT	# # # # # # # # # # # # # # # # # # #

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Η.

Affidavit from the Sign Company Stating the Reason why the Sign cannot be Relocated According to the Properties set forth in the C.O.H. Sign Code



Relocation Site - 8811 1/2 Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800'(Section 4617(8)a)of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.

AFFIDAVIT OF Russell B. Reichle - Real Estate Representative for SignAd Outdoor

BEFORE ME, the undersigned Notary Public on this day personally appeared Russell B. Reichle being sworn an oath deposed and said the following:

My name is Russell B. Reichle, Real Estate Representative for SignAd Outdoor. I am over the age of 18, of sound mind and otherwise competent to make this affidavit. I am an employee of SignAd Outdoor located at 1010 North Loop, Houston, Texas 77009.

SignAd Outdoor is in the process of relocating a billboard sign in the City of Houston and per the Special Permit Section 4617(a)(4)b and Section (a)(4)c of the Houston Sign Code, SignAd will be relocating a billboard per Section 4617(a)(4)d.

Upon review of the property located at 8811 ½ Main Street in Houston, Texas the sign could not be relocated on the same property due to development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street Houston, Texas) due to there were no business activity within 800′ of any placement on this property. The City of Houston did not want to enter into a New Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure. For these reasons SignAd Outdoor could not relocate a billboard sign on 8811 ½ Main Street in Houston, Texas

The foregoing instrument was acknowledged before me by Russell B. Reichle on this 15 day of Novembel 2, 20 24.

Notary Public, State of Texas

PRISCILLA PINA
Notery Public, State of Texas
Comm. Expires 01-24-2027
Notery ID 131866480

Printed Name: Pasula Pina My Commission Expires: 1-24-2027



١.

Original Copies of the C.O.H Sign Owner Waiver



CITY OF HOUSTON

Sylvester Turner

Houston Public Works

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77262-2688 T: 832-394-8890 www.houstonix.gov

Agreement and Release Pursuant to Section 4617(a) (6) of the City of Houston Sign Code
Sign Owner, Sign O
Pursuant to Section 4617 (a) (6) of the Code, Sign Owner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the sign, in consideration of the payment by the Unit of Government of a mutually agreed specified amount of money calculated to cover the cost to Sign Owner of the alteration or relocation of the sign.
Date We is Gilbren the Sign Owner's Printed Name
PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 Notary ID 131866480 Representative
The foregoing instrument was acknowledged before me this 22 day of October, 2024, by 1105 Gril breash. Notary Public in and for the State of Texas, County of HAM 3



J.

Original Copies of the C.O.H Landowner Waiver



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8690 www.houstonix.gov

Landowner, Belliestone Williams Declared Seeking authorization of a special Permit for relocation of an off-premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 88/1/2 Marshall (the "Real Property"), City of Houston Sign Permit No. 130 93649
Pursuant to Section 4617 (a) (5) of the Code, Landowner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the Real Property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project.
This agreement shall not be construed to preclude the payment of compensation by the Unit of Government to the Landowner for the acquisition of the Real Property or any other interest therein, but the use of the Real Property as an Off-Premise sign site shall not be considered in the determination of the compensation paid therefor.
Date Sell to take Sell to take Signature of Landowner's Representative Sell to take Signature of Landowner's Representative Signature of Landowner's Representative Signature of Landowner's Representative Signature of Landowner's Representative Signature of Landowner's Representative Signature of Landowner's Signat
The folegoing instrument was acknowledged before me this 13 day of Novem 13e1, 2024, by Sent of State of Texas, Russell Bernard Reichle Notary Publicin and for the State of Texas, Notary Publicin and for the State of Texas,
County of ANA N

画_{Prini}

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

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/ Name & BELLFONTAINE APTS INC : Address: % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340						Legai Prope	Desc erty A	riptic ddre	ss:	TR 3U ABST 661 L ROARK 11700 S WILCREST DR HOUSTON TX 77099										
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Brick / Concr Block

Normal

Economic Obsolescence Normal

Exterior Wall

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Bullt
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



K.

Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects





<u>CH.46 – Section 4617</u>

Special Permit RELO Checklist (CITY)

Sign Company: Sign AD LTD. Sign Location: I' 69(US S9) 3/0 11700 WILEREST DRIVE Protect Number of the Sign Company of the Sign	•
Sign Location: 1-69(US 59) 3/0 11700 WILCREST 1011	
	•
Date Received: ///4/24	
11114124	•
Note: Please label the documents with the corresponding letter below so that each sheet can be located easily review process more efficient. <u>Two (2) copies of all plans and documents must be provided.</u>	. This will help make the
Required Documents:	
A. Clarification/Cover Letter (Letter providing the reason why the work is to be done)	
B. Scane of Work Description of work to be done to tillboard	•
C. Original Permit Application (for Site Inspection) by Sian Company	
D. Original Permit Application (for Construction Permit) by Contractor	
C. Original Permit Application (for Site Inspection) by <u>Sian Company</u> D. Original Permit Application (for Construction Permit) by <u>Contractor</u> C. Original Electrical Permit Application (If Applicable)	
r. The "30,Day Notice to Vacate" Letter	
G. Copies of the Executed Lease Agreement	
Affidavit from the sign company stating the reason why the sign cannot be relocated according to the sign cannot b	ding to the properties
set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)	
*Note: I or J will be determined by this affidavit.	r
Original copies of the C.O.H. <u>Slan Owner</u> Walver (Reference Section 4617(a) (6))	•
Original copies of the C.O.H. <u>Landowner</u> Waiver (Reference Section 4617(α) (5))	
Two (2) sets of the Site/Plot Plan denoting location of Billboard on the property and dimen fixed objects	sions from two (2)
L. Supportive documentation for the proposed height above grade (Overall Maximum Height)
Mi. Supportive documentation for the Residential/Commercial Percentage surrounding the site) ElPlease provida the
<u>numerical percentage value</u>) (Reference Section 4612(c) (2))	
N Supportive documentation for the encolor between the parties of the support	tion 4617(8) (a) & (b))
Photos depicting the area where the Billboard has been removed from Two (2) sets of <u>wet stamped</u> Engineered Construction Drawings Most recent <u>scalable</u> survey showing all easements and dimensions (<u>Done with the benefit</u> R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 bill S. Removal Bond (Reference Section 4617 (a) (10) a, b or c) T. 10 year agreement (<u>Minimum of four (4) ORIGINAL copies or as required for all parties law</u>	
P. Two (2) sets of wet stamped Engineered Construction Drawings	•
 Most recent <u>scalable</u> survey showing all easements and dimensions (<u>Done with the benefit</u> 	of a Title Report\
R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 bill	board structure)
Se Removal Bond (Reference Section 4617 (a) (10) a, b or c)	
T. 10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties inv	olvedi
Other requirements may be imposed as circumstances dictate.	EXHIBIT
	_



A.

Clarification/Cover Letter



September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign - 13092649 - 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign #60440 — I-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

Enclosed you will find a one(1) Warehouse Inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 — I-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were was removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at rusty@signad.com).

Sincerely,

Russell(Rusty) Reichle

Real Estate



В.

Scope of Work



Date:

September 16, 2024

Job Location:

11700 Wilcrest Drive

Companies Sign:

11700 Wilcrest Drive

Contractor:

SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 - 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

Original Permit Application by SignAd Outdoor - Contractor



BUILDING CODE ENFORCEMENT OFF-PREMISE APPLICATION

1002 WASHINGTON AVE, - Ath FLOOR - HOUSTON, TX 77002

PHONE: 832,394.889

MONDAY - FRIDAY: 8:00 a.m. - 5:00 p.m.

This is an Off – Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas.

Carefully complete all necessary information.

	42400064
DATE; 9/16/2024	PROJECT NUMBER: 13100061
SIGN CONTRACTOR: SignAd, Inc.	LICENSE NO.: 89
P. O. Box 8626	ZIP: 77249
SIGN ADDRESS: 11700 Wilcrest Drive	Houston, Texas zırı
TELEPHONE NO.:	EMAIL:
	RESPONSÍBLE FOR SCHEDULING INSPECTÍON(S)
DITE HIDE DOXXOIL	RUCTION PERMIT ☐ OPERATING PERMIT ☐
ELECTRICAL NON-ELECTRICAL	FACE(S): 2 POLE(S): Mono (STEELE WOODL)
1	4.4
REASON FOR APPLICATION: COH RELO	Permit # 13092649
ADDITIONAL COMMENTS: We are not building	Permit # 13092649 g a new sign structure simply implementing for a new RELO Permit
PROTICULAGE OUR DRIMIST SIGNS	
(a) Off-Premise Sign Provisions. The provisions of this section shall apapelication area.	oply only to "Olf-Premise signs," as that term is defined in Section 4603(a), within the sign code
(b) Prohibition of New Off-Premise Signs.	The state of the s
(1) From end after the affective date (as defined in section 4602 - street code application area. This prohibition shall apply to all classifications of including portable signs, with the exception that Off-Premise signs that a rental, which signs shall be limited to 40 square feet in area, shall confin	ivo Dalo (1)(2)(3)(4)), no now construction permits shall be issued for Off-Premiso signs within the alga folgas, lypes of signs, and special function signs, and all other signs used as Off-Premise signs, idvalues the sale or rental of rest property or direct persons to the location of rest property for sale or us to be permitted for a single three-year term.
(2) Electronic and Off-Premise high technology signs are prohibited. This of conversion of an existing Off-Premise sign to an electronic or Off-Prem	s prohibilion shall include the construction, reconstruction, upgrading, miso high technology sign, euch that no electronic or Off-Premise high technology signs are permitted,
I hereby certify that the above information is tr AFFIDAVIT with the permission of the owner and/or author Houston Sign Ordinence; that the sign is being Houston and other applicable laws.	me and correct and further that the sign is being arected and/or maintained at the above location fized lessee of the premises; and that having read the restrictions and requirements of the City of arected or maintained in compliance with the Sign Ordinance, Chapter 46, Building Code, City of
Wesley B. Glibreath	n, Jr., Russell B. Reichle on October 31 of 2024
PRINT GWAZA NAME/AGANAM ESSES OF	PRINCILLA PINA PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 Notary ID 131866480 NOTARY PUBLIC in and for the State of Texas
Sign Representativo Signaturo	PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 Notary ID 131866480 NOTARY PUBLIC in and for the State of Texas
Onnel's Signated Agent / Lesses of Permiso	PRISCILLA PINA Notary Public, State of Taxas Comm. Expires 01-24-2027



E.

Original Electrical Permit Application

HOUSTON FOR PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

necessai	building permit application for y information. NOTE; if you t	iave i	seen Instru	cted to snottill	, via Gille	til gette tile combiered	, Texas, Car form to perm	ejuny compr its_office@h	onsfoulx'8or'
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4, JOB S	ITE ADDRESS:	2/1	DILCA	res()	RLIVE			<u> </u>	+
	OF WORK: Residential		Apartmen	ts Com	mercial	Industrial	Other:	= \ r \ 5 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ug
a ponei	ENT OCCUPANCY:				7. PRO	POSED OCCUPANCY: _		311(30/01	
o, racoi	IRICAL CONTRACTOR COMPA	NY N	AME AND I	ICENSE NO.:	SIG	VAD H.S.K	1. E.L.	tt o	59
8, ELEC	PHONE NO.: (713) 861	(m)	3 40 EM	AIL ADDRESS:	Ru	SHOD STENAD	COM		
9, TELES	HONE NO.: (/I/I) TARE	<u></u>	10. 611.	POTRICAL FORITO	ACTOD SU	ALL BE RESPONSIBLE FOR SCI	HEDUUNG INSI	PECTION(S)	
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7	Meter Loop & Service Up to and including 50 kW	@	\$ 90.06	90.do		Motors Up to and Including 1HP	@	\$ 3,85	
	61kW through 250 kW	@	\$ 96,49			Motors 1 HP through 10HF	@	\$ 10.93	
	Over 250 KW	@	\$102,92	,		Motors Over 10 HP	@	\$ 7.71	
	Sub Panels with 8 or more circuits (each)	@	\$ 9,00			Plus Each Additional HP over 10 HP	for Motors	\$ 1.73	
	Outlets	@	\$ 1,28			Transformers Up to including 1 KVA	<u> </u>	\$ 3,85	
	Lighting Fixtures	@	\$ 1.28			Transformers Over 1 KVA	@	\$ 10.93	
1	Renge Receptacle	@	\$ 4.50			Transformers Over 10 KV	'A @	\$ 7.71	
}	Clothes Dryer	@	\$ 4.50			Total KVA over 10 on Aboye transformers	@_	\$ 1.73	
	Cooking Tops	@	\$ 4.50			Bell Park & Parking Lot Li First	ight Poles @	\$ 90.06	
	Ovens	@	\$ 4.50		1	Each Additional	@	\$ 45.03	
	Garbage Disposals	_ <u></u> @	\$ 4.60			Pole with guy wire (each)	@	\$ 45.03	
	Dishwashers	@	\$ 4.50			Temporary Saw Pole	. @	\$ 90.06	
	Window Air Conditioner receptacio	@	\$ 4,50			Temporary Cut In	@	\$ 90,06	
	Heaters/Generators		\$ 3,85			Reconnection Fee	@	\$ 90,06	
	Up to and Including 1 kW Heaters/Generalors	@_ 	\$ 10,93	<u></u>		Festoon lighting & Streamers, per circuit	@_	\$ 10. 9 3	
	Over 1 kW through 10 kW Heaters/Generators Over 10 kV		\$ 7.71			Shop Inspection Electrica Signs 0-5KVA	al @	\$ 45.03	2000000
	Plus Each Additional kW for		\$ 1.73			Installation Inspection Electrical Signs 0-5 KVA	. @	\$ 45,03	
	Hir/Gen Over 10 kW EV Charging Oulfet (Level 1)	<u>@</u> @	\$ 90.08			Miscellaneous:	@	\$ 87.24	
	EV Charging Outlet (Level 2)	@	\$ 98.49		SUBT	rotal (Note: Minimum Fe	e on Any Per	mit is \$87.24)	90.06
-	EV Charging Outlet (Level 3)	@	\$102,92		Feef	or issuing each permit o	r recelpt		+ \$ 32.16
					TOT	AL FEE			122.22
constr	cal materials used will be of the uction in the City of Houston. No	1	ved" type ar floation(8) of 44uu		k shall be il be mad	Installed in accordance working in the electrical system working the NALD HO Master Electrician Printed	WARL	5 H.S.X	1.789
Signa	lure of Person Picking up Permil		vian			Printed Name of Person I	Picking up Per		
							ATTEN 1	AL Attents hates	70-17

hpcelectricalsection@houstontx.gov



832.394.8860



https://bit.ly/3p78ntZ



F.

"30 Day Vacate Letter"

- #13092649 - 811 ½ Main Street



Michael A. Stafford Harris County Attorney

August 29, 2001

Mr. Wes Gilbreath SignAd, Inc. c/o Richard Rothfelder 1201 Louisians, Suite 550 Houston, Texas 77002

Re: Relocation of Off-Premise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Relocation Agreement pursuant to Section 4617 of the Houston Sign Code, affective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjucent to Knykendahl Road; more specifically, one north of Rhodes Road on real property owned by Juanita Schooler and the one at 20015 Rhodes Road on the real property owned by Peter Terpstra. The third sign is located at 8811 South Main.

The relocation of the described signs is made accessary by publicly funded transportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahl Road and is constructing parking off of South Main near the Reland Astrodomain Complex.

Harris County and SignAd, Inc. agree as follows:

- In consideration of Harris County executing this document, SignAd, Inc. hereby
 waives and releases any claim it may have for duringes against Harris County for
 any temporary of permanent taking of the signs or sign relocation costs.
- 2. In consideration of said walver, Harris County agrees that SignAd, Inc. may seek the special pormits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the parmanent relocation of the signs.

EXECUTED this 27th day of august, 2001.
MICHAEL A. STAFFORD Harris County Attorney
CATHY I. SISK Bureau Chlef Environmental and Community Protection Bureau Harris County Attorney's Office 1310 Prairie, Suite 940 Houston, Texas 77002 EXECUTED this day of, 2001.
SIGNAD, INC.
Wes Gilbreath President, SignAd, Inc.

.



G.

Copies of the Executed Lease Agreement



HOUSTON, TEXAS 77249 (713) 881-6019

OUTDOOR ADVERTISING

DATE:	LEASE NUMBER 60491 / 81
THIS AGREEMENT by and behaves Bellfontaine Anartme	nts Inc. % Bob McKenzie (Lessor) and SIGNAD, INC
	(Lessor) and SignAD, INC.
(Lessee) sets forth the following terms and conditions:	
about 150 N - S - E - W of Wilcres	eal property located on the N-S-E-W side of U.S. 59 South (highway to be viewed from) t Dr. being part of
Lessor's property known as 11700 Wilcrest Dr.	(streethighway or landmark)
Houston, Harris, Texas	(address, city, county, state)
TOTAL TOTAL	•
SIZE: 14 × 48 SHC SIGN	orgoned sign site (above suc sign)
OFFICE BIDE SKETCH APPROXIMATE L	G. Proporty.
shall nay to Lessor upon acceptance of this agreement a down payment and the sary compared the sary compared the same stated herein. AUTHORITY. Lessor warrants that he is the owner or the authorized agent of shall not obligate Lessoe in any way until it is accepted and signed by an execution.	(Into of construction/(convertable). er year payable hibitititi/(annually on the victory) (Into the reference Lessee of ten percent (10%) of the annual rate with the balance due and payable upon the the owner of the property and has full authority to enter into this agreement. This lease utive officer of SignAd, Inc. Ind on the reverse hereof. Both parties have read and understand all such terms and
Det C. Maca Pies, PRINT NAME/ITLE 10932 Old Katy Road ADDRESS Houston, Texas 77043-4903	SIGNAD, INC. MLL GILBROXY PRINT NAME/TITLE 2-7-97 ACCEPTANCE DATE BAETT GILBROATH
(281) 468-2840 PHONE MAXID#	HEAL ESTATE HEPRESENTATIVE
☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP	

incistings) equipment thement the right to subtet the elected or elementation of the excitor that term. approximate that figures calculated (a) the character of the contract of the first that the contract of to make propagated that analysis account the algorisas managed to the contract of the analysis of the algorisas and the algorisas and the analysis of the analysis of the algorisas and the analysis of the an

whelpting any thank little to be the not write that a manage of a few terms, in the defect stinaturals) to the traveling policies of the terrors of the equation of the end of confident aliment of concidentation. Leavest grants in the interior to right to constituting scients the olym energy reseat about, your ren selt of this in the religious of the of the few to fall rendered Livers and he minorized agains the right of hypero and objects to und from the site (a) never properly owned or controlled by Leeser for all purposes reprenably necessary for the proper creative, placing, mainteining and removing of the alon chuctura(s), including but not limited to tha blooplys, calling or remarking of broth, lisses, clouby or eny vingelation or live removing of obstituctions of any plant intakin may that the makethy of the alon elancture(a) to the transling brogor i Vanna apell voj oznan iku hewaj enk sopranjenić zalu sprugma olgat ipsu i vastanje to ba erented or phoad on the abova - described vike(a) or on any adjacent real estate owned or controlled by Fessor Not cause not barnit Fessae, sign, eturofricate) to per or pacoura obscured from the highway.

EXCHANGE INTERCOVERIGINTS: A le agraed that all minicipres, agripment, materials and fixures placed upon the shale) shall remain the property of Lesses. Lesses is greated a obsecusible time to remove the sign stacture when his temphalich of this egreement. Leases shell have the right to remove the same at any during the term of the lease. Leason agrees to discouped relum to Losses any continued in extense for any unexpired term. Lessop their relocated highway, thay condemnation extend to Losses's properly their ecous to Lesses. melte any necessary application mith, and obtain pamilia from, governmental boolise for the construction and maintenance of Leonard's algula). All ruch pennits theil teinthe lits proparly

BICKERNO CONTINUED: In the exam mandal chy of Leopse a skile) on the premise his entitaty obstructed or daelroyed, (b) the premises cennol coledy be used for the erection or maintenance of Leaves's sign(s) thereon for any reason, (a) the value of the location for advarileting purposes becomes diministrate, (d) the view of Lessen's sign(s) is bisinicial orlays from continuolion end/or meinicining on the premises such sign(a), as the Lessée may dealer, then the Lesses may, at its option, edjust the rent in proportion to the decreased value

LHASKID EROPHINTY. Lessor consents and greats to Lesses the right of incress and agrees of the premises for adventising proposes, or may terminate the Leese on fillest days notice in to the fresh the strates than held to provide the excellent proves to preparate end place withing. Leaver agrees the couper to return to Leaves any east peop in experience to the consequent

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provides the section of the state (species ago according to the section of the section). distance it or Lineary is provided by cours from Strabably his algebra, which speciment even that's belief and the solution are blood and that levels had but some and all of the conreceived the title have at Annu the other spendents by coupled in granulation todays: have frontal due transformer theil for re-extended at the founds and eat forth being communicing rates the deto the sign to returned to resides.

Ithoughter: Each party egicles to Indennity and held heimless the other from any and all citims or demands on account of bodby legacy or physical property demands onesed by or exactive from any negligant axis or whilel rate or einterfore of the hadeinalitying party or the aganis, umployees or contractors.

THERN EXTENSION: This less shall continue in full force and all of forthis and the needs for enbeggiant appearance that the bull-follows cannot seld evidence to the end of such farm topical prior written notice by the Lessor or Lessoe served no less than ninety (60) days before the end of such term.

CONSTINUE TO Him the event of condemnation of the subject premises or any part treasof by proper cultivities or relocation of the highway. Lessor grants to Lesses the right to relocate its sign sinuclusals) on Lessor's remaining paraparty adjoining this exactionated property of this

Intialities, would require it is neget they they added any constitutes the earlier addes many end understending to the end of the design of the print of the end understending and understending and eggenerate the print of the end eggeneration and the end eggeneration and the end eggeneration of the end eggeneration e reprogeniatives, successors and assigns of the peritor tracto. Lossor recrees to notify Lesson of imprised in any visy by any grown or object on any property. (a) the Lesses ha priorecised by any change of ownership of the real ealers or of Lessor's mailing address which hilly (60) ways of such change. In the event of a conveyance of the real estate, Lessor shall be responsible for any prepaid rental that is due to the new owner.

10/8/97

Notary		Notary
State of	pr pro-71414.44	State of
County of	1 % 1 %	County of . ,
The foregoing instrument was acknowledged before me this day of, by like and fol the State of Texas		The foregoing instrument was acknowledged before me this
egal Description of Property:	- q \$ 6 hamanda am	
The state of the s		Representation and the second and th



H.

Affidavit from the Sign Company Stating the Reason why the Sign cannot be Relocated According to the Properties set forth in the C.O.H. Sign Code



Relocation Site - 8811 1/2 Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800′(Section 4617(8)a)of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.

AFFIDAVIT OF Russell B. Reichle - Real Estate Representative for SignAd Outdoor

BEFORE ME, the undersigned Notary Public on this day personally appeared Russell B. Reichle being sworn an oath deposed and said the following:

My name is Russell B. Reichle, Real Estate Representative for SignAd Outdoor. I am over the age of 18, of sound mind and otherwise competent to make this affidavit. I am an employee of SignAd Outdoor located at 1010 North Loop, Houston, Texas 77009.

SignAd Outdoor is in the process of relocating a biliboard sign in the City of Houston and per the Special Permit Section 4617(a)(4)b and Section (a)(4)c of the Houston Sign Code, SignAd will be relocating a biliboard per Section 4617(a)(4)d.

Upon review of the property located at 8811 ½ Main Street in Houston, Texas the sign could not be relocated on the same property due to development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street Houston, Texas) due to there were no business activity within 800' of any placement on this property. The City of Houston did not want to enter into a New Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure. For these reasons SignAd Outdoor could not relocate a billboard sign on 8811 ½ Main Street in Houston, Texas

I have personal knowledge of the facts stated in this affidavit and the facts are true and correct.

Signature:

Phone: 713 -861-6013

THE STATE OF TEXAS

COUNTY OF Harris

8 8 8

The foregoing instrument was acknowledged before me by RUSSELL B. Reichle, on this 13 day of Novemble, 20 24.

PRISCILLA PINA
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 131866480

Printed Name: Pascula Pina My Commission Expires: 1-24-2027 Notary Public, State of Texas



١.

Original Copies of the C.O.H Sign Owner Waiver



CITY OF HOUSTON

Houston Public Works

Sylvester Turner

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8890 www.houstontx.gov

Agreement and Release Pursuant to Section 4617(a) (6) of the City of Houston Sign Code
Sign Owner, Saving a Special Permit for relocation of an Off-Premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 8811 1/2 1/4 Shace having City of Houston Sign Permit No. 13092649.
Pursuant to Section 4617 (a) (6) of the Code, Sign Owner, by affixing his or her or other authorized signature hereto, hereby walves and releases any claim for damages against
Date Je : Gilbren th Sign Owner's Printed Name
PRISCILLA PINA Notery Public, State of Texas Comm. Expires 01-24-2027 Notery ID 131866480 Representative
The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2024, by Wes Gilbreath.
Notary Public in and for the State of Texas, County of HANS



J.

Original Copies of the C.O.H Landowner Waiver



CITY OF HOUSTON

John Whitmire

Houston Public Works

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8690 www.houslontx.gov

·
Landowner, Bellease Pursuant to Section (617(a) (5) of the City of Houston Sign Code Landowner, Bellease Pursuant to Section (617(a) (5) of the City of Houston Sign Code relocation of an off-premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 88/1/2 MANSINGER (the "Real Property"), City of Houston Sign Permit No. (309)649
Pursuant to Section 4617 (a) (5) of the Code, Landowner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the Real Property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project.
This agreement shall not be construed to preclude the payment of compensation by the Unit of Government to the Landowner for the acquisition of the Real Property or any other interest therein, but the use of the Real Property as an Off-Premise sign site shall not be considered in the determination of the compensation paid therefor.
Date Signature of Landowner's Representative
The folegoing instrument was acknowledged before me this 13 day of Next 434, 2027, by Cherch MERENZIE.
Notary Public in and for the State of Texas, County of Applic

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

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Name & BELLFONTAINE APTS INC Address; % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340					Le	Legal Description: TR 3U ABST 651 L ROARK Property Address: 11700 S WILCREST DR HOUSTON TX 77099												
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	Sprini	der Type		None														

Brick / Concr Block

Economic Obsolescence Normal

Exterior Wall

1	Wall Helght	14
	Store Front: Metal	1
ļ	Interior Finish Percent	100

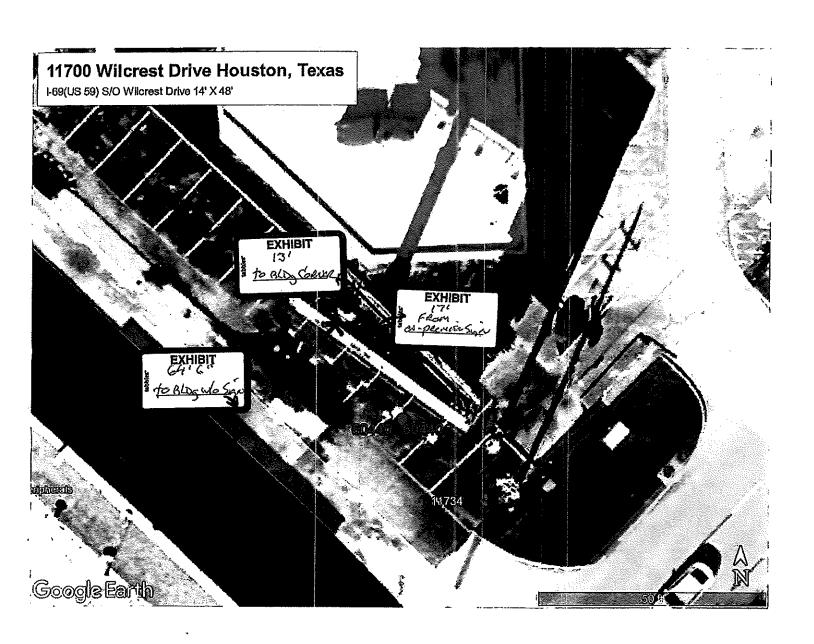
Extra Features

Line	Description	Quality	Condition	Units	Year Bulit	
1	CANOPY ROOF AND SLAB	Average	Average	7,067,00	1979	
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979	
3	Paving - Asphalt	Average	Average	92,000.00	1979	

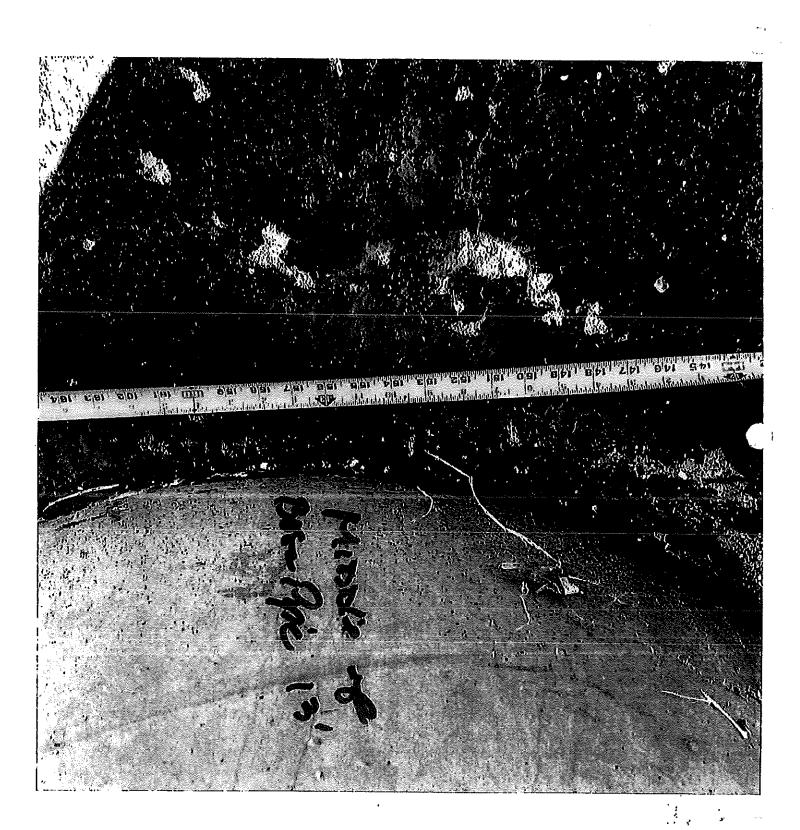


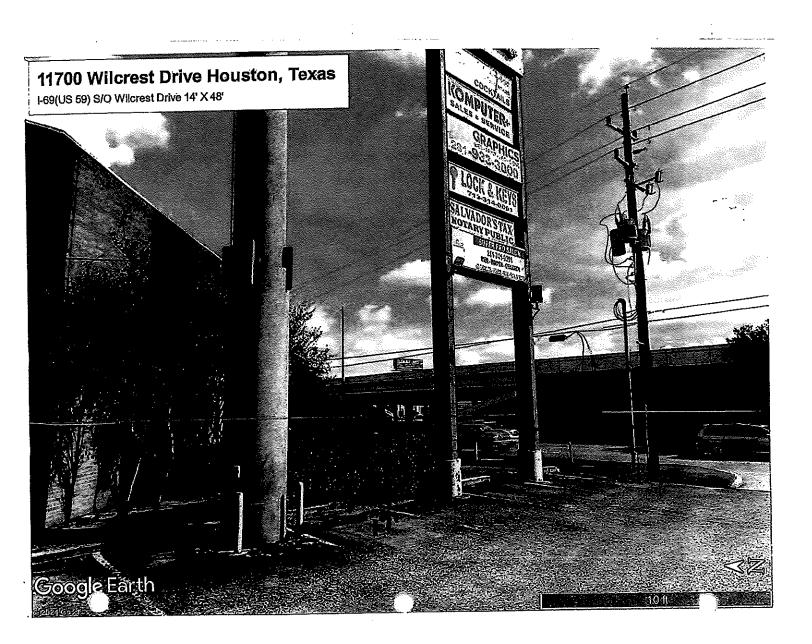
K.

Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects



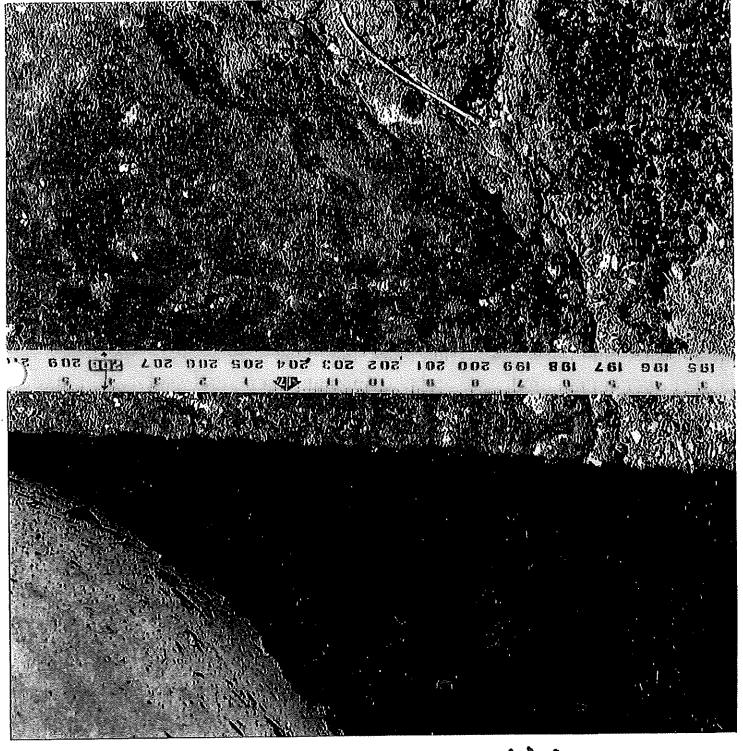






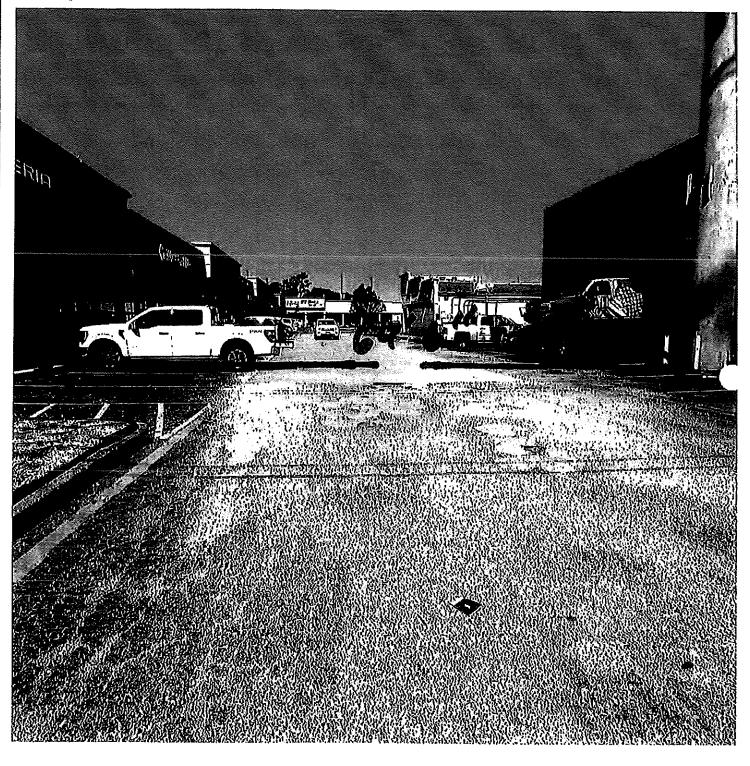


K. 2 Kirws 013 Seath



W, 2 Kiks obsseds

K. 2 Kirch OB Sects



K. 2 hires on sech







L.

Supportive Documentation for the Proposed Height Above Grade

CITY OF HE TON PUBLIC WORKS & ENGINEERING PARTMENT **BUILDING PERMIT CARD** POST THIS CARD ON JOB

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

BLDG. INSP. 754-0200 FOR INSPECTIONS CALL ELECT. INSP. 754-0300

OCCUP. INSP. 754-0330 OCCUP. RECORDS 754-0364 PLBG. INSP. 754-0220 PLAN CHECKING 754-0400 **BOILER A/C** 754-0255 MOBILE HOMES 754-0250

09/26/97	RECEIPT NO. PROJ. I	
OCCUPANT	SPRINKLERS	97072093
*SIGN AD INC		TYPE
ADDRESS LOCKEST OF .	SPACE TID N	\(\oldsymbol{O}\)
CHY ZIP CODE COUNTY BLOGS UNITS STORY		ZONE
HOUSTON 77(199 MARRIS		
APPLICANT STIGM.	UC. NO. 00002000	PHONE 213-861-6023
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MULTIPLE PERMI	raxea T	\$26 <u>5.2</u> 6
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97/29/97 SIGNO (1970) (A Barry	
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672 OFF PREMISORT)		290,26
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	<i>\$43</i> 7.	
The street of th	\\ <i>\</i>	
	<i>"</i>	
		•

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. If anyone believes that this work may violate deed restrictions, call 655-0133.

	INSPECTION RECORD		
DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN;	DATE & THAE SEWER:	•
POUR NO CONC	RETE UNTIL ABOVE IS APPROVED WHEN APPLIC	CABLE	
DAIE & TIME PLUMBING ROUG	:H-IN;	DAIE & TIME ELECTRICAL ROUGH-IN:	
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DATE & TIME ELECTRICAL FINA	L:	DATE & TIME PLUMBING FINAL:	
DATE & TIME AIR CONDITIONII	ng final:	DATE & TIME SIGNS FINAL:	
	FOUNDATION: POUR NO CONO? DATE & TIME GAS: COVER NO WO! DATE & TIME ELECTRICAL FINA DATE & TIME ATRICONDITION!	DATE & TIME FOUNDATION: DATE & TIME PLUMBING GROUND IN; DATE & TIME OTHER: POUR NO CONCRETE UNIT ABOVE IS APPROVED WHEN APPLIE DATE & TIME PLUMBING ROUGH-IN; DATE & TIME GAS; COVER NO WORK UNIT ABOVE IS APPROVED WHEN APPLICA DATE & TIME ELECTRICAL FINAL: DATE & TIME AIR CONDITIONING FINAL: DATE & TIME	DATE & TIME FOUNDATION: DATE & TIME PLUMBING GROUND IN; DATE & TIME PLUMBING GROUND IN; POUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE DATE & TIME PLUMBING ROUGH-IN; DATE & TIME GAS: COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE DATE & TIME ELECTRICAL FINAL; DATE & TIME ELECTRICAL FINAL; DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL! DATE & TIME ARCONDITIONING FINAL!



M.

Supportive Documentation for the Residential/Commercial Percentage Surrounding the Site



Commercial vs. Residential

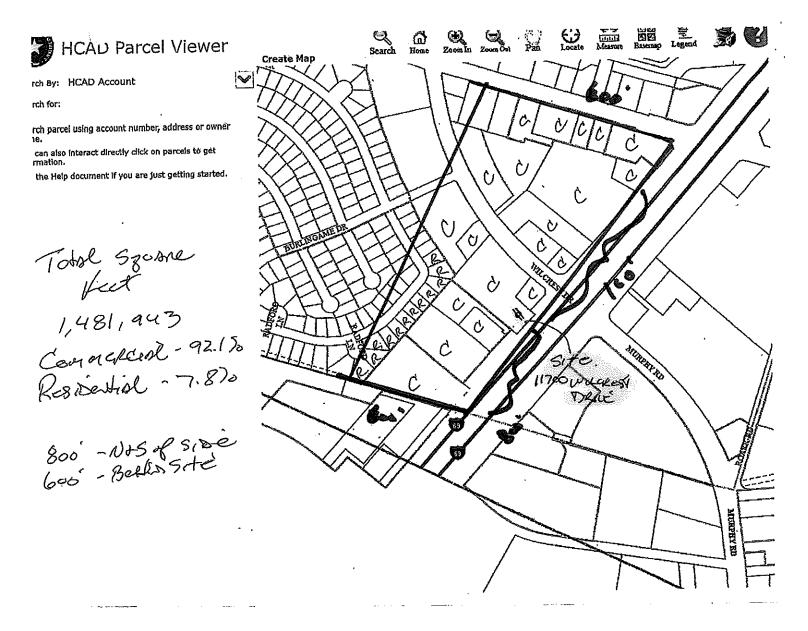
Based on Square Footage

800' in Either Direction from the Sign Structure
600' Back from Either Direction

Total Square Footage – 1,481,943

Commercial – 1,366,276 Square Feet – 92.1%

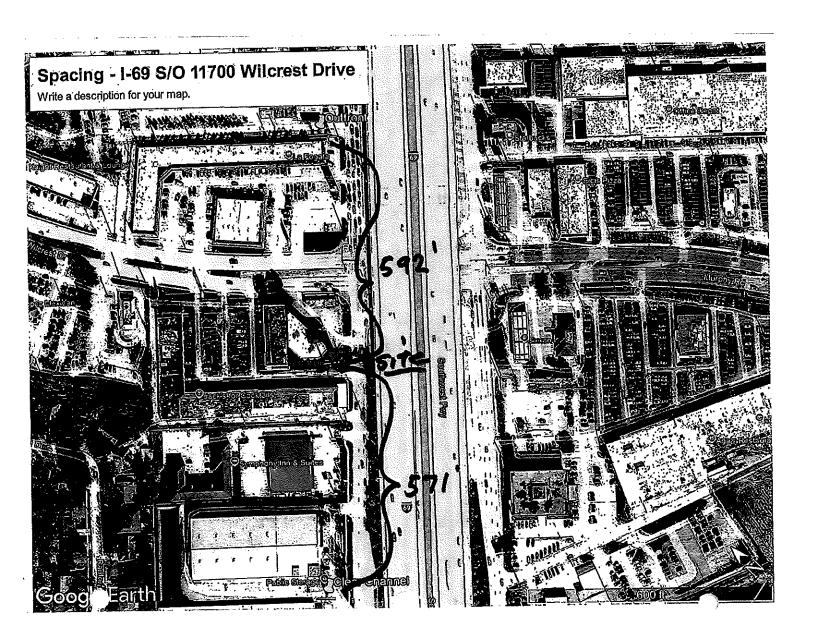
Residential – 115,667 Square Feet – 7.8%





N.

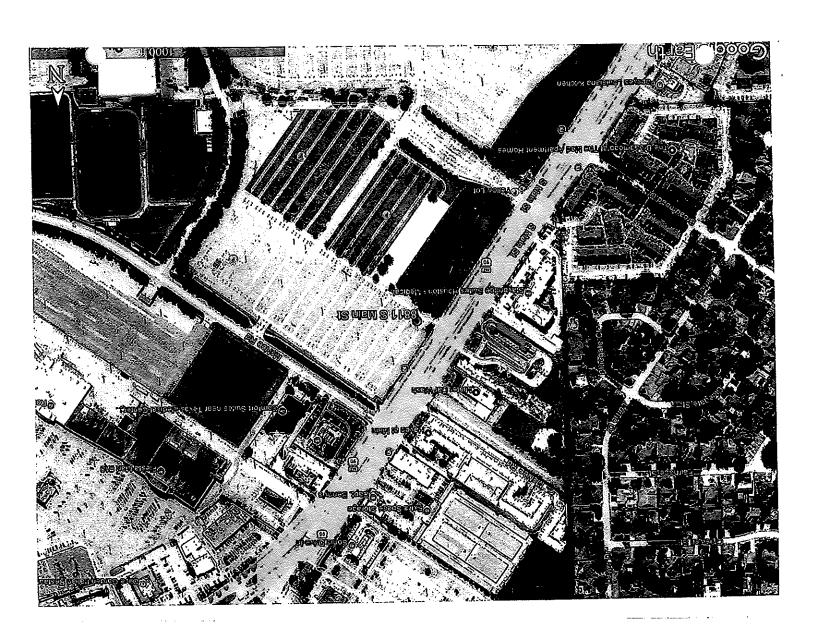
Supportive Documentation for the Spacing between other Off-Premise Signs

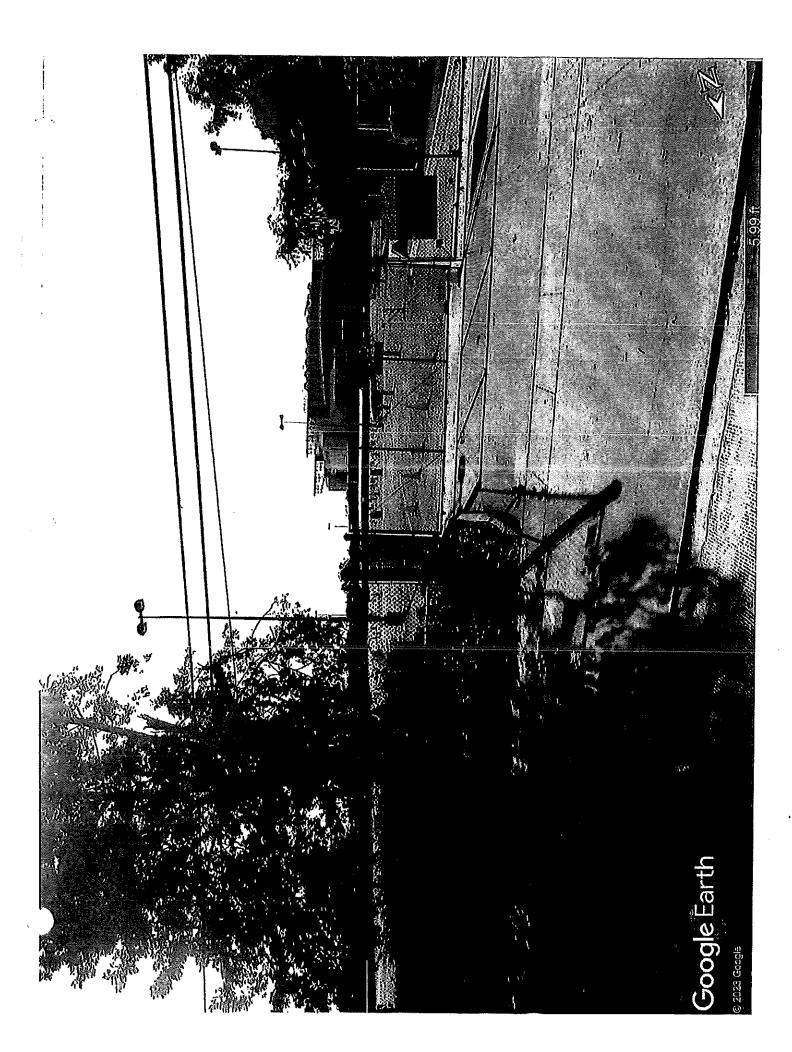


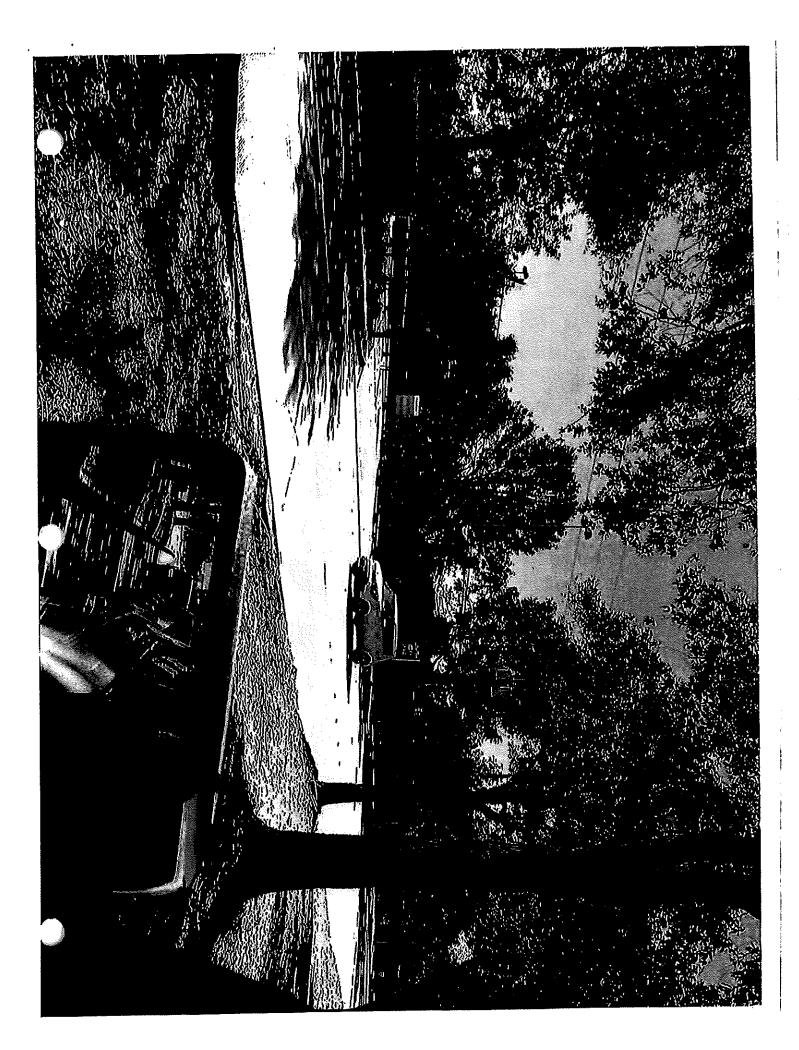


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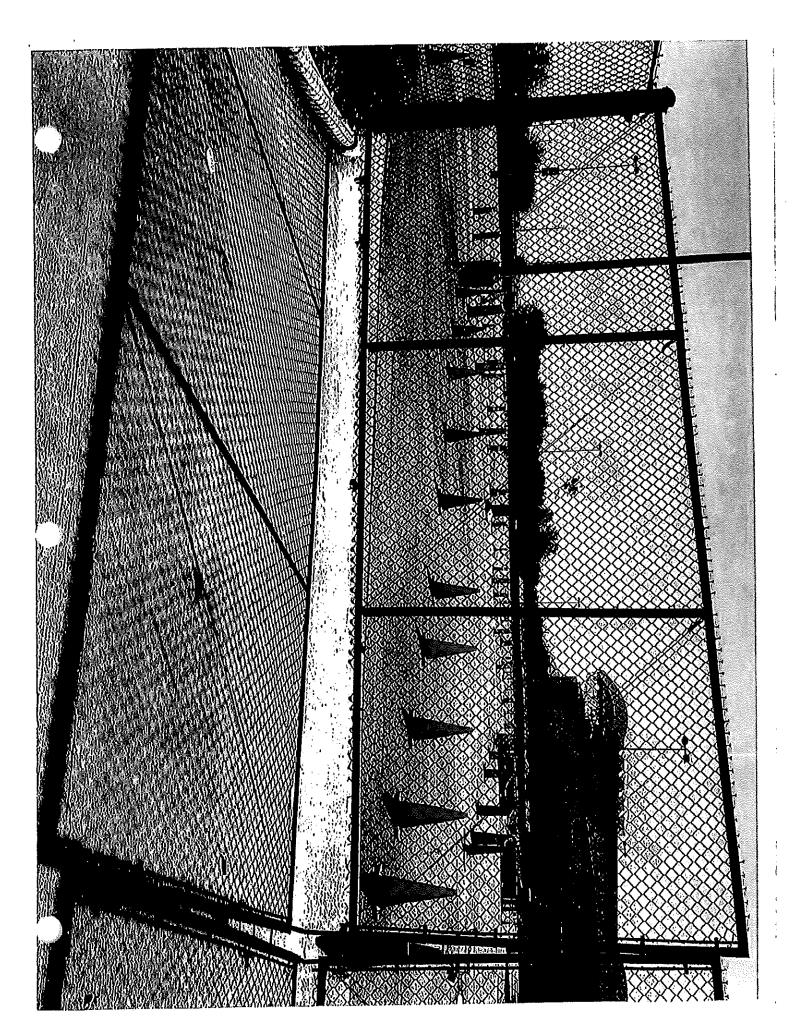
Photos Depicting the Area where the Billboard has been removed from













P.

Two(2) sets of Wet Stamped Engineered Construction Drawings

סאותו	CRITERIA	30 pot	Minimul a BASE	h	
)ES10 SECTION (3) (4)	Sh suffort Area(A') 672 75 105 63	516PE 5116PE FACTOR 1.0 0.7 0.7	Wino(psl)	23500 600 2200 1300	1717000 19000 17000 12000
				27600	1835,000

B. OFF Set. Doglag.

52 m/ 2 1,835,000 (121/1) = 759 in >

USE EITHER 48 " (. SOO WALL) OR 42" / (.625 WALL) BASE.

		5 F 1974	• The		O CO IIC
DESIGN	z ^{no} sa 672 25 105	1,0 0,7 0,7	35 35 38	73500 600 7700	1292,000 26000 38000 1356,000
		.1	1	_	•

5 = 10/Fb = 1,356,000 (121/1) = 561 in 3

USE FITHER 42 / (,500) OR 36 / (,625) MID-STACE

5 = 668 in 3		5=603 in		
σP	STEEL			Annan

DESIGN TOL 970,000 23500 0 25 0.7 35 600 52 M/r + 473,000 M. (12") 2 196 in 3 USE 30 % (.500 WALL) For TOP STEEL 3000 473,000

concrete 2 rop Tine

36"4(,625)

FOUNDATION DESIGN

$$d = \frac{4/2}{2} \left(1 + \sqrt{1 + \frac{4.36 \, \text{L}}{A}} \right)$$

$$= \frac{4.89}{2} \left[1 + \sqrt{1 + \frac{4.36 \, \text{(66')}}{4.89}} \right]$$

$$d = 21.3$$

$$A = \frac{2.34 P}{5.6}$$

$$= \frac{2.34(27600\%)}{2200(6\%)}$$

$$P = 27600^{\#}$$

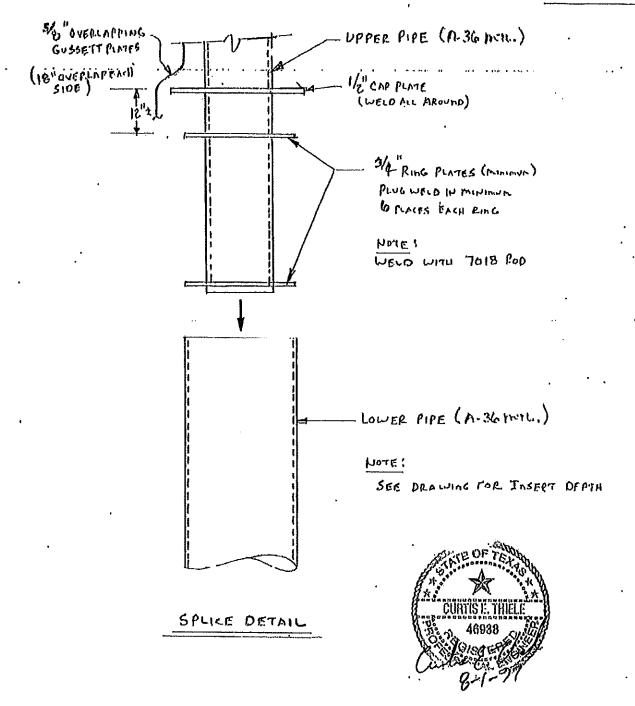
$$b = 72^{\#}$$

$$5 \approx 2200$$

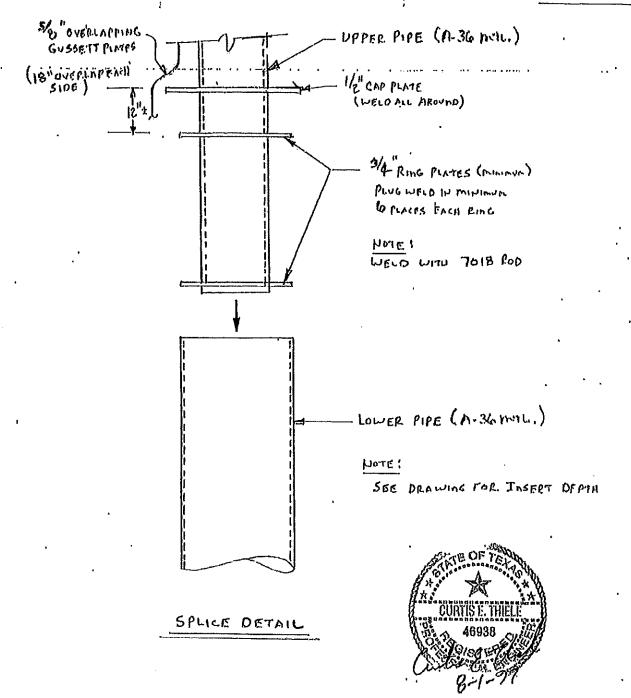
$$b = 1.835.000 \, \text{L}$$

$$27.600 \, \text{L} = 66$$

USE CONCRETE FOOTING 72 1 \$ x 22 DEEP



. . .

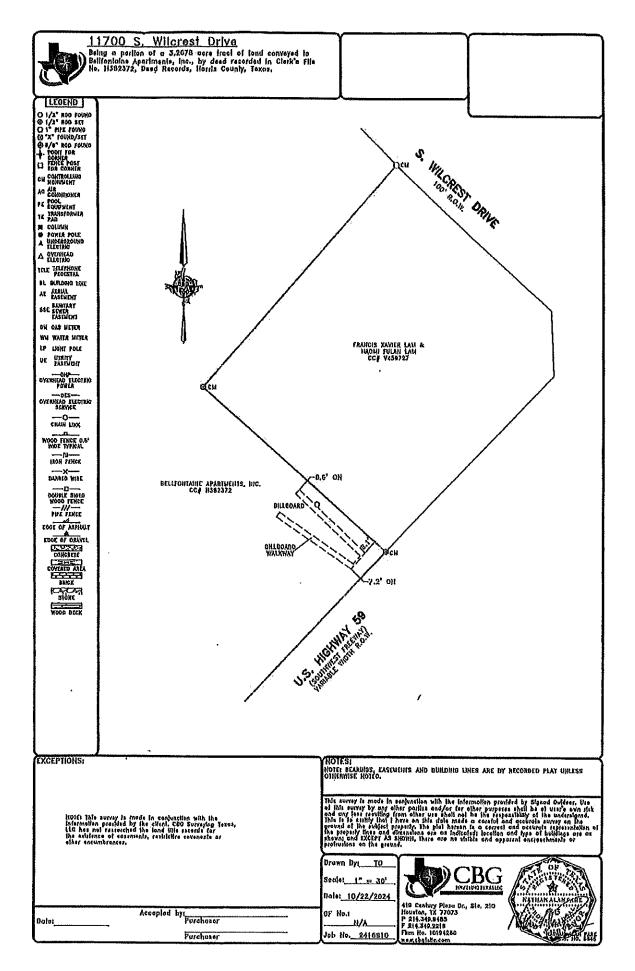


ta a managa a magadi Mari



Q.

Most Recent Scalable Survey Showing all Easements and Dimensions





R.

Money in the A.P.A. to Cover all Permit Costs



S.

Removal Bond Reference Section 4617 (a) (10) a,b, or c



Effective Date: October 15th, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:	Bond No. 72683664
That we, Sign Ad, Inc.	
of Houston and WESTERN SURETY COMPANY, a corporation	., State of TX , as Principal, duly licensed to do surety business in the State of
Texas	, as Surety, are held and firmly bound unto the
City of Houston	, State of Texas, as Obligee, in the penal
lawful money of the United States, to be paid to the we bind ourselves and our legal representatives, firm	
	TION IS SUCH, That whereas, the Principal has been
licensed Sign Relocation	
	by the Obligee.
with the laws and ordinances, including all ame applied for, then this obligation to be void, October 15th 2025, unless This bond may be terminated at any time by the U.S. Mail, to the Obligee and to the Principal at the of this wife 1160 days from the mailing of said not shall like the principal at the of this wife 1160 days from the mailing of said not shall like the principal at the ordinary like the ordinary like the principal at the ordinary like the principal at the ordinary like the ordinary like the ordinary like the ordinary like the ordinary like the ordinary	atthfully perform the duties and in all things comply andments thereto, pertaining to the license or permit otherwise to remain in full force and effect until as renewed by Continuation Certificate. The Surety upon sending notice in writing, by First Class address last known to the Surety, and at the expiration tice, this bond shall ipso facto terminate and the Surety my acts or omissions of the Principal subsequent to said and shall continue in force, the number of claims made thich shall be payable or paid, the Surety's total limit of a period to period, and in no event shall the Surety's total in above. Any revision of the bond amount shall not be
	SIGN AD, INC. Principal Principal
Favor F27, K 2023	By Larry Kasten, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do bucinoss in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missiesippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint
Larry Kasten of Sioux Falls State of South Dakota , its regularly elected Vice President
State of <u>South Dakota</u> , its regularly elected <u>Vice President:</u> as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and or
its behalf as Surety and as its act and deed, the following bond:
One Sign Relocation City of Houston
bond with bond number72683664
for Sign Ad, Inc.
as Principal in the penalty amount not to exceed: \$ 10,000.00
Western Surely Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surely Company duly adopted and now in force, to-wit:
Section 7. All bonds, policies, undertakings, Powers of Altorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Altorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal in not necessary for the validity of any bonds, policies, undertakings, Powers of Altorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
This Power of Alterney may be signed by digital signature and sealed by a digital or otherwise electronic-formalted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022: "RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and dead of the Company."
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of October 2024 .
ATTEST WESTERN SURETY COMPANY
A Hounder Service Contraction
L. Bauder, Assistant Source President
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA S
On this 21st day of October , 2024 , before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as <u>Vice President</u>
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation. + ১১১৮১ ১৮১১ ১৮১১ ১৮৮১ ১৮৮১ ১৮৮১ ৮৮৮ ২
S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA CASS
To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
20 11-2010 - Sand Hand Condition of The Astronomy Condition of Conditions of Condition

Figure: 28 TAO § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Oustomer Service at 1-605-336-0850

Toll-free: 1-800-331-6053

Email: uwservices@cnasurety.com

Mall: P.O. Box 5077, Sloux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdl.texas.gov

Email: ConsumerProteotion@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box

12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, itame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en Ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una que a ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al 1-605-336-0850

Telefono gratuito: 1-800-331-6053

Correo electronico: uwservices @cnasurety.com

Direccion postal: P.O. Box 5077, Sloux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una quela ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queta en; www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov Direccion postal: Consumer Protection, MC: OO-OP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



T.

Ten(10) Year Agreement Section 4617 (a) (10) a,b, or c

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and Standard Agreement (hereinafter collectively referred to as "the Sign Owner") and Deliferative Agreement (hereinafter collectively referred to as "the Landowner").

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the Issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the signs under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the signs are to be altered or relocated, said tract or parcel of land being known as 11700 Suth Wilder Hosto, 7x 77099, and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the issuance of special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs by the expiration of ten (10) years from the date of the issuance of the special permit, during which time they may continue to enjoy the use of the signs as altered or relocated under the special permits.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

- 1. A "surety bond" in the form and amount required by subsection (a) of Subsection (10) of the Ordinance;
- [] 2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or
- [13. A "nonrefundable cash bond" in that form and amount required by subsection (c) of Subsection (10) of the Ordinance.²

¹ In the event that the Sign Owner is a sub-lease of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landowner.

² Check the applicable form of security.

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the signs if the signs are not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the signs without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the fallure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby walves any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _______ (the "Lien holder(s)"). The Lien holders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

7

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations, herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the signs described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said signs and real property.

- (4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.
- (5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.
- (6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mall, return receipt requested, United States Express Mall, Federal Express. Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local malling address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.
- (7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.
- (8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.
- (9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.
- (10) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (11) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.
- (12) Upon execution and counter signature, this Agreement may be recorded in the County Property Records by the City.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lien holders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	Name of Sign Company
By:	By: Wes Gilbrusty Printed Name of President
By: Signature of Landowner	Name of Handowder MAGE AND By: Printed Name of Landowner
ATTEST:	Name of Lienholder
By:	By Printed Name of Signor/Lienholder
ATTEST:	
By:	By:
APPROVED;	COUNTERSIGNED;
, , , , , , , , , , , , , , , , , , , ,	O O O I LI LO LO I LE LO LO LO LO LO LO LO LO LO LO LO LO LO
By: Assistant City Attorney City of Houston Legal Department	By:Clty Controller
	Date:

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THE STATE OF TEXAS	8
COUNTY OF Harris	§ §
The foregoing instrument was acknown this 28 day of OCTOBER	wledged before me by Wes Gilbreath JR, 20 22/.
PRISCILLA PINA Notary Public, State of Texes Comm. Expires 01-24-2027 Notary ID 131866480	Notary Public, State of Texas
Printed Name:	
My Commission Expires:	
The STATE OF TEXAS COUNTY OF WAY 5	RUSSELL BERNARD REICHLE Notary ID #131344981 My Commission Expires November 8, 2025 Owledged before me by Royal McNex 2000 O
on this 12 day of UNISALE	. 20 2. 7.
Printed Name: KSSI / Septido Le My Commission Expires: ///8/2	
THE STATE OF TEXAS	§ §
COUNTY OF	§
The foregoing instrument was ackron this day of	nowledged before me by
	Notary Public, State of Texas
Printed Name:	•
My Commission Expires:	

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

10 Year Agreement SA Form 06-28-10

Attachment to Agreement for Relocated Off-Premise Signs Pursuant to the Houston Sign Code

Sign Company Name: Scall LTD

EXHIBIT "A"
Sign Descriptions

Proposed Location: 11700 WILCREST HELDS

Face Size: 14 448
Height Above Grade: 80
Number of Faces: 2
Number of Poles:
Material: Uniq
Configuration: Vashapa
Illumination: Yes

EXHIBIT "B" Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest DRIVE

Jax Year: 2024

昌 Prini

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 044104000099

Owner and Property Information TR 3U Legal Description: BELLFONTAINE APTS INC ame & ABST 651 L ROARK % BOB MCKENZIE .Address: 11700 S WILCREST DR **TA NIAM W 200E** Property Address: **HOUSTON TX 77099** HOUSTON TX 77027-6340 K≙y Map^A® Мар Market Area Net Rentable Neighborhood Building Total **Land** Bullding Land Use Code te Class Code Facet Area Area Class Units Area 569C 4952A 5015 --38,500 38,400 9264 8002 -- Land C 0 142,441 F1 -- Real, Southwest SF Neighborhood Section 2 Commercial . 1 Value Status Information Shared CAD **Notice Date** Value Status No 04/19/2024 Noticed Exemptions and Jurisdictions 2023 Rate 2024 Rati **ARB Status Exemption Value** Districts Jurisdictions Exemption Type 0.986700 1.04760 Certified: 08/16/2024 008 ALTEF ISD None 0.350070 0.385291 Certified: 08/16/2024 040 HARRIS COUNTY 0.04897 0.031050 Certified: 08/16/2024 HARRIS CO FLOOD CNTRL 041 0,00615 0.005740 Certifled: 08/16/2024 PORT OF HOUSTON AUTHY 042 0.16348 0.143430 Certified: 08/16/2024 HARRIS CO HOSP DIST 043 0,004800 Certifled: 08/16/2024 HARRIS CO EDUC DEPT 044 0,092231 Certified: 08/16/2024 HOU COMMUNITY COLLEGE 048 0.519190 Certified: 08/16/2024 CITY OF HOUSTON 061 Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway**. Valuations Value as of January 1, 2024 Value as of January 1, 2023 Appraised Market Appraised Market 1,424,410 Land 1,424,410 nd 1,577,650 Improvement 1,519,357 iprovement 3,002,060 3,002,060 2,943,767 Total 2,943,767 tal Land Market Value Land Adj Unit Unit Appr O/R Total Site Appr O/R Size Unit Value Site Units Price Description Reason Adj Price Factor Factor Factor ne Code Туре 1,424,410.00 10.00 1,00 10.00 1,00 1,00 1.00 4344 SF 142,441 8002 -- Land Neighborhood Section 2 Building **Building Details** Impr Sq Ft Quality Style Year Bullt Remodeled Туре Suilding Displayed 32,500 Average Neighborhood Shopping Ctr Strip Shopping Center 2006 1979 View 6,000 Average Neighborhood Shopping Ctr Strip Shopping Center 1979 2006 Building Details (1 **Building Areas Building Data** Description Area Detall Element 8,154 CNPY ROOF W/ SLAB -C Central / Forced Cooling Type 32,500 BASE AREA PRI Avg/Normal **Functional Utility** Hot Alr Heating Type Normal Partition Type Avg/Normal Physical Condition Adequate Plumbing Type

None

Brick / Concr Block

Normal

Sprinkler Type

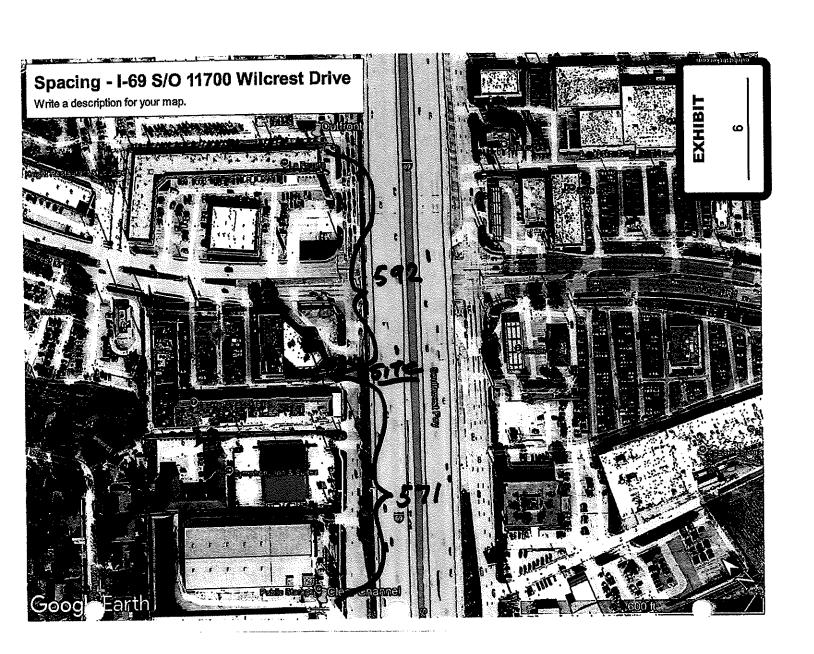
Exterior Wall

Economic Obsolescence

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

.lne	Description	Quality	Condition	Units	Year Bullt
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500,00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



CITY OF HC TON PUBLIC WORKS & ENGINEERING PARTMENT BUILDING PERMIT CARD POST THIS CARD ON JOB

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL

BLDG. INSP. 754-0200 ELECT. INSP. 754-0300 BOILER A/C 764-0255 MOBILE HOMES 754-0250 OCCUP. INSP. 754-0330 754-0354 754-0354 754-0220 754-0400

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CCUPANT *SIGN AT INC.					ęprinklens X		YPE	
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	J'62.		CLAXXIII C	Mr. Œ	N.			

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, if anyone believes that this work may violate deed restrictions, call 655-0133.

		INSPECTION RECORD		
DATE & TIME FOOTINGS:	DATE IN TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:	P P
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\$23.00

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

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THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal/corporation under the laws of the State of Texas ("the City") and SignAd. Inc. (hereinafter collectively referred to as "the Sign Owner") and Bellfontaine Apartments Inc. (hereinafter collectively referred to as "the Landowner").

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of that certain sign ("the sign") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the sign under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the sign is to be altered or relocated, said tract or parcel of land being known as <a href="https://linear.com/

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the issuance of a special permit by the City under the terms of the Ordinance authorizing the alteration or relocation of the sign, the Sign Owner and the Landowner agree to remove the sign by the expiration of ten (10) years from the date of the issuance of the special permit, during which time they may continue to enjoy the use of the sign as altered or relocated under the special permit.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

- [X] 1. A "surety bond" in the form and amount required by subsection (a) of subsection (10) of the Ordinance;
- [] 2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or
- [] 3. A "nonrefundable cash bond" in that form and amount required by subsection (c) of subsection (10) of the Ordinance.²

EXHIBIT

8

In the event that the Sign Owner is a sublessee of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landowner

² Check the applicable form of security.

ARTICLE III

The Landowner further agrees that the City and it's agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the sign if the sign is not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the sign without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the sign in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the sign, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the sign to be removed, than all materials shall be property of the City upon their removal.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that he following persons, and no others, have liens upon the property described in Exhibit "B": Kansas City Life Insurance Company (the "Lienholder(s)". The Lienholders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the sign unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the sign described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said sign and real property.
 - (4) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (5) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lienholders and has then been countersigned by the City Controller in multiple originals.

ATTEST:	SignAd, Inc. (Name of Sign Owner)
By: Eles L. Glords Corporate Secretary ELLIOT SIIBREATH	By:
ATTEST:	Bellfontaine Apartments Inc. (Name of Landowner)
By: PAM Corporate Secretary	XBy: Title Robert Mc Kingie, A)
ATTEST	(Name of Lienholder)
Asst. & Sheehy Iriene Sheehy	Title Sr. Vice Fresident Charles R. Duffy, Jr.
By: City Secretary	By: /3-00 January
APPROVED By: Raw Bully	COUMARSIGNED: By: Jerry Miller
Assistant City Attorney City of Houston	City Controller Date: 7-18-97

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

COUNTY OF HARLS
BBFORE MB, the undersigned authority, on this day personally, appeared Konto McKw216, Sa., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVENCUNDER CONTENTS AND SEAL OF OFFICE, this 3074 day of ARLL., 1997. MANK A. RITTER Molary Public, State of Toxas My Commission Expires 10-01-199 Notary Public in and for the State of Contents of Country Of Horas STATE OF TEXASCARCO SOCIO COCO COCO COCO COCO COCO COCO C
BEFORE ME, the undersigned authority, on this day personally, appeared Rober Ma Linzie, Ik, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed. In the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 70 day of Afric, 1997. MARK A. RITTER Molary Public, State of Texas My Commission Explice 10-01-10 Notary Public in and for THE STOPE OF TEXAS
STATE OF TEXAS COUNTY OF Halais BEFORE ME, the undersigned authority, on this day personally, appeared Wes Gradean Ja., known to
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
me to be the person whose name is subscribed to the foregoing instrintent, and acknowledged to the that the excellent same for the purposes and consideration therein expressed, in the capacity therein stated. GIVEN UNIDER MY HAND AND SEAL OF OFFICE, this 30 day of April , 1997. MAIK A. RITTER Holary Public, State of Taxas My Consulsation Explose 10-0 1988. My Consulsation Explose 10-0 1988. Notary Public in and for The Source Constant Texas
GIVEN UNIDER MY-HAND AND SEAL OF OFFICE, this 30 day of Apric, 1997. MANK A. BITTER Notary Public, State of Toxas STATE OF TEXAS COUNTY OF HARLS
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of Apric, 1997. MAIK A. RITTER Holary Public, State of Texas STATE OF TEXAS COUNTY OF HARLE BEFORE ME, the undersigned authority, on this day personally, appeared Euler L. Gibeant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNIDER MY HAND MID SEAL OF OFFICE, this 30 day of April 1997. MARK A BITIER Hotaly Public, State of toxas My Commission Explose 10-10 toxas STATE OF TEXAS COUNTY OF HARLE BEFORE ME, the undersigned authority, on this day personally, appeared Ellior L. Gickland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of April 1997.
GIVEN UNIDER MY HAND AND SEAL OF OFFICE, this 30 day of April 1997. MANK A. RITTER Holary Public, State of lovas My Consulsation Explices 10-01-1997. STATE OF TEXAS COUNTY OF Houris BEFORE ME, the undersigned authority, on this day personally, appeared Euler L. Gickeant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

STATE OF TEXAS MISSOURI COUNTY OF JACKSON	
known to me to be the nerson whose name is subst	on this day personally, appeared <u>Charles R. Duffy</u> , Joribed to the foregoing instrument, and acknowledged to disconsideration therein expressed, in the capacity therein
stated. WHO WEN UNDER MY HAND AND SEAL	OF OFFICE, this 26th day of August 1997.
PUBLIC NOTATOR OF	Notary Public in and for The State of Texas Missguri
OF 1115 Augustin	MARILYNN J. GOSLING Notary Public - State of Missouri Commissioned in Jackson County My Commission Expires March 8, 1998
STATE OF TEXAS COUNTY OF	
BEFORE ME, the undersigned authority, known to me to be the person whose name is subsome that the executed the same for the purposes and stated.	on this day personally, appeared, cribed to the foregoing instrument, and acknowledged to d consideration therein expressed, in the capacity therein
GIVEN UNDER MY HAND AND SEAI	L OF OFFICE, thisday of, 1997.
-	Notary Public in and for The State of Texas

Attachment to Agreement for Relocated Off-Premise Sign Pursuant to the Houston Sign Code

514-93-0963

SignAd. Inc.

Proposed Location: 11700 Wilcrest (Southwest Fwy.), Houston, Texas

EXHIBIT "A" Sign Description

Face Size:	14' X 48'
Height:	80'
Number of Faces:	2
Number of Poles:	1
Material ¹ :	Steel
Configuration ² :	V-shaped, Off-set
Illumination ³ !	External Illumination

- 1. Steel, Wood, I-beams or Wide Flange.
- 2. Back to Back, V-shaped, Flag mounted, Staged.
- 3. Externally illuminated, non-illuminated, neon.

CA10-YR-4.DOCMS598-EX.WPD

514-93-0964

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SAL EXHIBIT PEP " IS"

Roing that cortain 3,2618 acres of land located in the Leo Roses, Survey, A-851, Harris County, Texas and more particularly described by meter and bounds as follows:

COMMENCING At m 5/8" from rod marking the most southessistly cultrack corner for the intersection of the north right-of-way of the Southwest Freeway with the west-right-of-way line of Wilepest Driva

THENCE B'43" 571 32" W, with said north right-of-way 130.00 feet to a 5/8" iron rod for corner marking the POINT OF BEGINNING

THENCE with wald north right-of-way 543° 57' 52" W, 157.00 feet to a 5/8" Iron rod for corner;

THENCE N 485 021 28" W. Jenving said right-of-way \$16,51 feet to a point for corner!

THENCE N 43" 57' 32" E, 361.39 feet to a 5/8" fron rod for corner on the west right-of-way of Wilcrest Drive;

THENCE with said west right-of-way 349.92 foot along the arc of a curve to the left, said-ourse having a radius of 2,248,41 feel and a cantral angle of 08° 55° 01° to a 5/8° iron rod for corner;

THENCE leaving with said right-of-way B 43* 87* 32" W, 158,30 feat to a 5/8" iron rod for corner;

TRENCE B 48P 02' 28H E. 170.00 feet to the FOINT OF BEGINNING and containing 3.2878 scres (142,346 square feet) of land.

Alba H

SIGN ADMINISTRATION TO YEAR RELOCATION 2000 S.W. FWY, STENIT HOUSTON, TX 77008 JU

09/25/97 200303777 8655560

AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal	10
corporation under the laws of the State of Texas ("the City") and SignAd, Inc. (hereinafter collectively referred to as "the Sign Owner") and Bellfontaine Apartments Inc. (hereinafter collectively	//
referred to as "the Landowner").	ľ
WITNESSETII:	1

WHEREAS, the Sign Owner represents that it is the owner of that certain sign ("the sign") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the sign under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the sign is to be altered or relocated, said tract or parcel of land being known as 11700 Wilcrest (Southwest Fwy.) Houston , Texas and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the issuance of a special permit by the City under the terms of the Ordinance authorizing the alteration or relocation of the sign, the Sign Owner and the Landowner agree to remove the sign by the expiration of ten (10) years from the date of the issuance of the special permit, during which time they may continue to enjoy the use of the sign as altered or relocated under the special permit.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

- A "surety bond" in the form and amount required by subsection (a) of [X] ١. subsection (10) of the Ordinance;
- A "secured deposit bond" in the form and amount required by subsection (b) of the 1 2. Ordinance; or
- A "nonrefundable cash bond" in that form and amount required by subsection (c) of []3, subsection (10) of the Ordinance.2

In the event that the Sign Owner is a sublessee of the property, then the lessee should join with the fee owner of the • property in this Agreement as a Landowner

² Check the applicable form of security.

ARTICLE III

The Landowner further agrees that the City and it's agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the sign if the sign is not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the sign without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the sign in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the sign, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the sign to be removed, than all materials shall be property of the City upon their removal.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that he following persons, and no others, have liens upon the property described in Exhibit "B": Kansas City Life Insurance Company (the "Lienholder(s)". The Lienholders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the sign unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the sign described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said sign and real property.
 - (4) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (5) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lienholders and has then been countersigned by the City Controller in multiple originals.

		1111
ATTEST:	SignAd, Inc.	
	(Name of Sign Owner)	I_{ij}
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By: Eles Jalans	By:	•
Corporate Secretary ELLIOT DILBREATH	Title President	ient
ELLIOT DIIDREATH	Woo directing of	lii
	Rellfontaine	Apartments Inc.
ATTEST:	(Name of Landowner)	The state of the s
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111/2		VV -
By: VOIVILLE	XBy: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Corporate Secretary	Title Robert Mc	Kinain D
Golpointe societius)		1
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ATTEST	Kansas City Life Ins	urance Company //
	(Name of Lienholder)	,
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Asst, grander Scoreiniy	Title Sr. Vi Charles R. Duffy,	Jr.
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By: City Constant	Bob Lanier, Mayor	
City Secretary	200 20000, 1000	
Marie Marie		****
APPROVED:	COUMARTSIGNED: 🚜 🦼	I AA
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By: 10 Marie Bubly	By: Jewy Mill	WW.
Assisiant City Attorney	City Controlle	
City of Höuston	D.J.	-18-97
Laud Dishirinant	Date: Y	* IC 2 **/

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

COUNTY OF HARRIS
BEFORE ME, the undersigned authority, on this day personally, appeared <u>Kogger McKw216, Sn.</u> , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVISINGUIDER ON HAND AND SEAL OF OFFICE, this 30 PH day of APALL, 1997. MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and for the Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source of Commission Expires 10-01-199 Notary Public In and Source Of Commission Expires 10-01-199 Notary Public In and Source Office In and Source Office In and Source Office In and Source Office In and Source
COUNTY OF HORALS
BEFORE ME, the undersigned authority, on this day personally, appeared Reserving Kinzie, Ik., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, (his 302) day of Afric. 1997.
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-10 Hotary Public in and for The Source of Texas
්) දරුව දිවිත අත අත අත අත අත අත අත අත අත අත අත අත අත
STATE OF TEXAS COUNTY OF HALLS
BEFORE ME, the undersigned authority, on this day personally, appeared <u>Wes Gillarian</u> Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
CIVEN UNDERGAS HANDSANDSBAR OF OFFICE, this 30 TH day of APLIC., 1997.
MARK A. RITTER Notary Public, State of Texas
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-1998 Public in and for the Source State Texas
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-1999 Notary Public in and for The State of Texas STATE OF TEXAS COUNTY OF HORALS
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-1998 Public in and for The State of Texas STATE OF TEXAS COUNTY OF HERE'S BEFORE MB, the undersigned authority, on this day personally, appeared Elliot L. Gibliand known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated.
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-1998 Notary Public in and for The Spires Texas STATE OF TEXAS COUNTY OF HURCKS BEFORE MB, the undersigned authority, on this day personally, appeared EUGOT L. GICBLEATH known to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-19998 Notary Public in and for The Source Texas STATE OF TEXAS COUNTY OF HORRES BEFORE ME, the undersigned authority, on this day personally, appeared Elliot L. Gickland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30Th day of APRIL, 1997.
MARK A. RITTER Notary Public, State of Texas My Commission Expires 10-01-19998 Notary Public in and for The Source Texas STATE OF TEXAS COUNTY OF HORALS BEFORE MB, the undersigned authority, on this day personally, appeared Elliot L. Gickland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April 1997.

STATE OF TEXAS MISSOURI COUNTY OF JACKSON		
known to me to be the person whose nam	nuthority, on this day personally, appeared <u>Charles R. Duffy</u> , to is subscribed to the foregoing instrument, and acknowledged to poses and consideration therein expressed, in the capacity therein	Jr.
stated		
OTAN OTAN ON THE PUBLIC OTAN	ND SEAL OF OFFICE, this 26th day of August 1997. Notary Public in and for The State of Texas Missouri	
OF MISSINGER	MARILYNN J. GOSLING Notary Public - State of Missouri Commissioned in Jackson County My Commission Expires March 8, 1998	
Box Ash		
STATE OF TEXAS COUNTY OF		
known to me to be the person whose name	uthority, on this day personally, appeared, e is subscribed to the foregoing instrument, and acknowledged to poses and consideration therein expressed, in the capacity therein	
GIVEN UNDER MY HAND AN	ND SEAL OF OFFICE, thisday of, 1997.	

Notary Public in and for The State of Texas

Attachment to Agreement for Relocated Off-Premise Sign Pursuant to the Houston Sign Code

514-93-0963

SignAd, Inc.

Proposed Location: 11700 Wilcrest (Southwest Fwy.), Houston, Texas

EXHIBIT "A" Sign Description

Face Size:	14' X 48'
Height:	<u>80'</u>
Number of Faces:	
Number of Poles:	
Material ¹ :	Steel
Configuration ² :	V-shaped, Off-set
Illumination ³	External Illumination

- 1. Steel, Wood, I-beams or Wide Flange.
- 2. Back to Back, V-shaped, Flag mounted, Staged.
- 3. Externally illuminated, non-illuminated, neon.

CA10-YR-1.DOCMS598-EX.WPD

07/07/97

514-93-0964 010-87-1867

JAL EXHIBIT "W" " (3"

Roing that certain 3,2618 acres of land located in the Lee Roork Survey. A-681, Harris County, Texas and more particularly described by meter and bounds as follows:

COMMENCING at a blan Iron rod marking the most southeasterly cultured corner for the intersection of the north light-of-way of the Southwest Freeway with the west-right-of-way line of Wilcrest Drives

THENCE B'43= 37' 32" W, with said north right-of-way 130.00 feet to a 8/8" fron rod for corner marking the POINT OF BEGINNING;

THENCE with and north right-of-way #43° 87: 32" W, 157,00 feet to a 8/8" fron rod for corner;

THENCE N 469 02: 284 W. lanving said right-of-way 516,51 feet to a point for corner;

THENCE N 434 57: 32" E, 361.39 feet to a \$/8" fron rod for corner on the west right-of-way of Wilcrest Drive;

THENCE with said west right-of-way 349.32 feet along the arc of a curve to the left, said curve having a radius of 2,348,4) feet and a cantral angle of 08* 88* 01* to a 8/8* fron rod for corners

THENCE leaving with said right-of-way 5 43° 57' 52" W, 168,30 feet to a 5/8" from red for corner;

THENCE B 46° 02' 28" E, 170.00 fast to the POINT OF BEGINNING and containing 3.2678 scree (142,346 square feet) of land.

Kalmi to

SIGN ADMINISTRATION 10 YEAR RELOCATION 2600 S.W. FWY. STE'211 HOUSTON, TX 77098 JU

Amount:

\$10,000

Bond No. TX2061570-00

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Sign Ad, Inc. a Texas corporation as Principal, and Universal Surety of that is authorized to transact business in Texas, whose bonding office is situated at 950 Echo Lane, Houston, as Surety, are held firmly bound unto the CITY OF HOUSTON, a Municipal Corporation of the State of Texas, as Obligee, in the full and just sum of TEN THOUSAND AND 00/100 (\$10,000) DOLLARS lawful money of the United States. The Principal and the Surety bond themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal wishes to enter into an Agreement for Removal of Relocated Off-Premise Sign Pursuant to City Of Houston Sign Code (the "Agreement") with the City of Houston, as Obligee, guaranteeing that this Principal will, pursuant to the Agreement remove the off-premise sign from the property at 11700 Wilcrest in Houston, Texas that is described in the Agreement by the expiration of one hundred twenty (120) months from the issuance of a special relocation permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas and further guaranteeing in the event of the failure of the Principal to so remove the sign by the said time that the Surety will reimburse the Obligee for all costs reasonably incurred by the Obligee in removing the sign, not to exceed the aforesaid sum of \$10,000.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall carry out the terms of the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect. FURTHERMORE, the rights of the Obliges hereunder are subject to the Agreement, and the Surety shall have no obligation hereunder to any person or entity other than the named Obliges herein.

SIGNED, SEALED AND DATED THIS 29th	day of April	<u>1997</u> ,	
•	Sign Ad,	Inc.	, Principal
ATTEST: ECOSIL GLOSSEL)	BY: Brett	Gilbreath	
Dir.	SURETY:	Universal	Surety of America
ATTEST Schy John	BY: JY	ALLI // Ulrey, Att	lkly orney-ip-ract

O:\10YRBONB.WPD Revised 4-21-97

UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 . Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Agency Information			GPAN GPAN	
2001550	m, Holland & Assoc.		TX 2061	570 00
Know All M the State of Texas	on by These Presents, That UNIVE s, and having its pricipal office in H	RSAL SURETY OF AMER ouston, Toxas, does by these	RICA, a corporation duly organized an o presents make, constitute and appoin	d oxisting under the laws of t
	Gracic Ulrey Timothy J. Brady	Edwin Chapman	Lonnie He Rita Bridg	
of Houston conferred in its n	and State of <u>Texas</u> name, place and stead, to execute, ac	its true an knowledge and deliver	d lawful Attorney(s)-in-Fact, with full	power and authority hereby
	autho	s not to exceed \$250,000.00 rity signed by the President, diversal Surety of America.	unless such is accompanied by letter of Secretary or Executive Vice Presiden	of i
Common and di	uly attacted by ite Sacrators hard	w raliivino and costinuino	s were signed by the President, scaled g all that the said Attorney(s)-in-Fact ————————————————————————————————————	may an wann me sinea
"He It Resolv and authority to a	ed, that the President, and any Vice appoint any one or more suitable po	p President, Secretary or any rsons as Attorney(s)-in-Pact	Assistant Secretary shall be and is in to represent and act for and on behalf	oreby vested with full powe of the Company."
RESOLVED" power of allotney	that the signature of any officer of y of the corporation, and that such p	the corporation, and the sen rinted facsimilie signature a	d of the corporation may be affixed or nd seal shall be valid and binding upor	printed by facsimilie to an ille corporation."
In Witness corporate seal t	Whereof, Universal Surety of A o be herete affixed this 15th day c	morica has caused these p of April, A.D., 1995.	presents to be signed by its Preside	nt, John Knox, Jr. and l
		UNIVERSE UNIVERSE	VERSAL SURETY OF AMERIC	CA
State of Tox	oe.		Th.	
County of H	691	1000	John Knox, Jr.	Prosident
On this i personally k and acknow	15th day of April, in the year 19 mown to me to be the person who ledged to me that the corporation	95, before me, Rhonda K. oxecuted the within instri executed it.	. Wilke, a notary public, personally ument as President, on behalf of the	
			_ Phonda	K. Willo Notary Public
I, the undersig Original Power o	ned Secretary of Universal Surety of Attorney issued by said Company	of America, hereby certify the , and do hereby further certi	at the above and foregoing is a full, tra fy that the said Power of Attorney is a	te and correct copy of the till in offect.
GIVBN under m	y hand and the seal of said company	y, at Houston, Toxas, this <u>2</u>	<u> </u>	_
			- Jegeny M	Occay Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may telephone (713) 722-4600.

1551-1600/050

(7 6 2 3 9 2015-0254

AGREEMEN'T

BETWEEN

The City of Houston, Texas and

SignAd, Ltd.

EXHIBIT

9

HOU:3516450.1

THE STATE OF TEXAS

COUNTY OF HARRIS

This Agreement, made and entered into by and between the City of Houston, a municipal corporation and home-rule city of the State of Texas, principally situated in Harris County ("City"), and SignAd, Ltd. ("SignAd").

WITNESSETH:

WHEREAS, SignAd has been operating off premise advertising signs as a licensed company within the City of Houston as required by Section 4606 of Chapter 46 of the City of Houston Building Code ("Sign Code"); and

WHEREAS, the City, through its Houston Sign Code and Office of Sign Administration, seeks to ensure public safety, fair business dealings, compliance and transparency; and

WHEREAS, SignAd respects the City's efforts to reduce the total number of offpremise signs within its jurisdiction, and the City and SignAd have agreed to amicably resolve all pending issues between the parties regarding certain existing SignAd off-premise signs within the City's jurisdiction; and

WHEREAS, the City has agreed to waive all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of licenses per Section 4604(c)(4), for currently expired signs; and

WHEREAS, the City and SignAd have agreed to their respective duties and obligations contained in the Agreement, including the timely voluntary removal of signs as described in Exhibit "A", and the operation, maintenance, repair, and extension of existing signs as described in Exhibit "B";

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

REMOVALS

 SignAd hereby agrees to remove the SignAd sign structures described in attached Exhibit A ("the Removal Signs") pursuant to the schedule specified in Section 4.

EXTENSIONS

2. Notwithstanding any limitation period in Building Code, Chapter 46, Section 4617, the City hereby agrees to and provides extensions for the operation, use and enjoyment of the SignAd sign structures described in attached Exhibit B ("Extension Signs"). Such extensions are twenty years from the original expiration dates of the special permit for these structures, as set forth on Exhibit B.

RELOCATION OF SIGN NO. 70251

3. Sign number 70251, formerly located at 7955 ½ Katy Freeway, can be replaced at that location by SignAd and will be permitted to remain at that location for six years from the date of completion of the erection of the sign, should Sign Administration confirm that such complies with all applicable provisions of the Sign Code. Should Sign Administration determine that the sign cannot be located at that location or should SignAd elect to relocate the sign, Sign Administration shall review any relocation permit application for sign number 70251 under Section 4617 of the City's Sign Code. If Sign Administration determines that the application for relocation complies with all applicable provisions of the Sign Code, the sign can be relocated for six years from the date of the completion of the erection of the sign. If the sign is not relocated pursuant to this section on or before March 1, 2021, then SignAd's right to relocate the sign shall automatically terminate.

SCHEDULE OF REMOVALS

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4. SignAd shall remove the Removal Signs described in Exhibit A on the following schedule: (1) Sign Nos. 28 – 30 (Ten Year Relocation Signs with Expired Permits) will be removed on or before April 30, 2015; and (2) commencing May 1, 2015, and concluding June 30, 2016, all other Removal Signs (starting with Sign Nos. 31-44 and concluding with Sign Nos. 1-27) will be removed with no less than two such signs removed each month. All the Removal Signs structures shall be dismantled and removed by SignAd entirely at its expense and all related permits shall be deemed void and extinguished as of the date of removal. SignAd shall provide written notice to the Director of the City's Sign Administration Department when each removal has been completed. Such notification shall be delivered by SignAd within five (5) days after each removal, and shall include before and after photographs of each removal site.

FAILURE OF REMOVAL

5. If SignAd fails to timely remove any of the Removal Signs on the schedule specified in this Agreement, the City shall provide written notice to SignAd, and, in the event SignAd does not cure such failure within thirty days of such notification, then all the extensions described in Section 2 shall immediately terminate and SignAd shall promptly remove the sign structures described in such Section.

WAIVER OF PENALTIES AND FUTURE APPLICATION OF SIGN CODE

- 6. The City waives all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of license per Section 4604(c)(4), for currently expired signs.
- 7. SignAd shall timely obtain renewal operating permits as required under the Sign Code for each Extension Sign, and shall continuously maintain and repair each Extension Sign in accordance with the maintenance, safety, and structural requirements of Section 4607(a) and (b) and 4609(a), (b), (c), (d), (g), (h), and (o) of the Sign Code. This Agreement shall not be construed to release SignAd from compliance with any provision of the Sign Code, except as necessary to fulfill the terms of this Agreement.

INTERPRETATION OF SIGN CODE

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8. The City agrees that, commencing on the Effective Date of this Agreement, a special permit issued pursuant to Sign Code Section 4617(10), shall not be deemed to be issued until the date of the City's final inspection and approval of the relocated or altered sign.

COOPERATION ON CONDEMNATION ISSUES

9. As growth within the City and its extra-territorial jurisdiction presents challenges with undertaking infrastructure projects and with the associated condemnation proceedings by the City, the Texas Department of Transportation, and other public entities, SignAd may continue to utilize relocation options pursuant to the Sign Code. The City and SignAd may work jointly to extend by special permit any sign that is built, or has been built, by special permit in order to expedite and reduce the costs of such projects. Such extension of a special permit may be allowed for any sign whose permit has not expired, provided that such extension is agreed to by the parties. The City will consider and as appropriate, grant relocation and extension opportunities to avoid the cost to governmental entities for the taking of other signs through eminent domain. This provision shall in no way restrict or limit the ability of the City to require the removal of any sign, including the Extension Signs described in Exhibit B, when such removal is necessary for and associated with any City road, street, or other publicly funded improvement project. Save and except as otherwise provided in this Agreement, in the event of such requirement to remove any Extension Sign, either party may exercise its right fully under law in connection with any takings claims, including without limitation, any eminent domain or condemnation rights.

APPROVAL AND IMPLEMENTATION OF AGREEMENT

10. SignAd shall execute this Agreement in accordance with its corporate charter and the laws of the State of Texas and shall present said agreement to the City for approval.

Following receipt thereof, and in accordance with State law, including but not limited to the Texas Open Meetings Act and the provisions of the City Charter, City shall take those steps customary and reasonably required to adopt and implement the terms of this Agreement. SignAd and City shall cooperate with each other and support the enactment of an ordinance and any other measure incident to the approval and implementation of the terms of this Agreement. Should this Agreement not be approved by the City Council of the City of Houston, signed by the Mayor and countersigned by the City Controller, then this Agreement shall be null and void and the parties and their respective positions shall be unaffected thereby.

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REMEDIES

- 11. City and SignAd acknowledge that the subject matter of this Agreement involves real and personal property, and that damages caused by either party's failure to comply with the terms of this Agreement, or to timely comply with the terms of this Agreement, are difficult of calculation. For these reasons, the City and SignAd agree that specific performance of the terms of this Agreement is appropriate to remedy a breach of this Agreement by either the City or SignAd. This remedy is not exclusive but is cumulative of all remedies available to the City and SignAd under the law which exist now or may exist in the future, including but not limited to those administrative remedies available to the City.
- 12. If the City institutes a lawsuit to enforce this Agreement and obtains affirmative relief by Final Judgment in such lawsuit, SignAd shall pay all reasonable costs and expenses incurred by the City in connection with the lawsuit, including, but not limited to, reasonable attorney's fees charged by outside counsel, court costs, expert witness fees, investigation fees, the cost of computerized legal research and all other reasonable charges billed by or on behalf of a law firm or an attorney.

ANNUAL INVENTORY

13. On or before May 15, 2015, and annually thereafter on or before January 31st of each year while operating a permit pursuant to Section 4605(a) of the Sign Code, SignAd shall file with the Sign Administrator a complete inventory of all its existing off-premise sign structures within the City's jurisdiction as of the preceding January 1st. Such inventory shall include the following information for each SignAd off-premise sign structure: street address,

GPS locators, size, height, number of faces, and not more than three digital photographs taken from street level portraying the front, back and end views of a sign. In addition, SignAd shall designate whether a sign is located on the federal highway system and whether a sign is located in a designated scenic district of the City. On or before April 15, 2015, the Sign Administrator shall provide written notice to SignAd regarding inventory requirements. Such instructions may be reasonably modified by the Administrator from time to time in the future by providing written notice to SignAd no later than December 1st of the year preceding the year to which such modifications apply. The filing of such inventory in compliance with the requirements specified by the Administrator constitutes compliance with Section 4612(i) of the Sign Code. SignAd shall provide written notice to the City of the removal of any of its off-premise sign structures within thirty days of such removal. The City shall provide written notice to SignAd of any material failure by SignAd to file an annual inventory in compliance with the requirements of this Section and the requirements specified by the Administrator.

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MISCELLANEOUS

- I. <u>PartiesBound</u>. This Agreement shall be binding upon and shall inure to the benefit of SignAd and the City and their respective parent corporations, subsidiary corporations, representatives, successors, and assigns.
- 2. <u>Entire Agreement</u>. This Agreement contains the entire Agreement between SignAd and the City and supersedes any and all prior agreements, arrangements, negotiations, discussions, or understandings between them pertaining to the subject matter hereof. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement have been made or relied upon by either SignAd or the City with respect to the subject matter hereof.
- 3. <u>EffectiveDate</u>. The "Effective Date" of this Agreement is the date on which all of the following shall have occurred: (1) this Agreement is duly approved and authorized by the Houston City Council by the passage and adoption of an appropriate ordinance; (2) this Agreement is duly executed by the Mayor of Houston; and (3) this Agreement is duly countersigned by the City Controller of Houston.

- 4. <u>Disclaimer</u>. It is expressly understood and agreed by and between the parties to this Agreement that this Agreement includes a compromise and settlement of disputed claims, and that the execution of this Agreement does not in any way constitute any admission of liability on the part of any party to this Agreement, but that all parties to this Agreement expressly disclaim any liability concerning the claims being compromised and settled herein.
- 5. <u>Headings</u>. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof. The captions are not restrictive of the subject matter of any paragraph of this Agreement.
- 6. Governing Law. This Agreement is being executed and delivered, and is intended to be performed in Houston, Texas; and the Charter and the Ordinances of the City and the laws of the State of Texas and of the United States of America shall govern the rights and the duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement. Venue for any litigation relating to this Agreement shall be exclusively in the courts of Harris County, Texas, for any state court actions and in the courts of the Southern District of Texas for any federal court actions.
- 7. Non-Waiver. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 8. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and SignAd. To the extent that a court or administrative body issues an order or other ruling enjoining, restricting or otherwise limiting all or a portion of the terms or performance of this Agreement by either the City or SignAd, the City and SignAd promptly shall confer in good faith and shall attempt to agree upon the appropriate modifications to this Agreement to give effect to the parties' original intent. In the event that the City and SignAd cannot so agree, this Agreement shall become null and void, and the parties shall each be returned to their respective positions on the day before the Effective Date of this Agreement.

- Written Amendment. Unless otherwise specified elsewhere in this
 Agreement, this Agreement may be amended only by written instrument executed on behalf
 of City (by authority of an ordinance adopted by the City Council) and SignAd.
- 10. Notices. All notices required to be given under this Agreement shall be sent by fax or first class mail and delivered as follows:

To SignAd:

SignAd, Ltd. Mr. Wes Gilbreath, Jr. P. O. Box 8626 Houston, Texas

77249

With a copy to: Mr. Richard Rothfelder Rothfelder & Falick, LLP 1201 Louisiana, Suite 550 Houston, Texas 77002

and:

To the City:

City of Houston Sign Administrator-Code Enforcement Public Works and Engineering Department 1002 Washington Avenue, Fourth Floor Houston, Texas 77002 Fax: (832) 395-9607

- 11. <u>Multiple Counterparts</u>. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 12. <u>Interpretation</u>. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

SIGNAD

SIGNAD, LTD.

V -V

Printed Name: _

Title: President

CITY OF HOUSTON

ATTEST/SEAL: MACUSVELL City Secretary	CITY OF HOUSTON, TEXAS Signed by: Manualla. Washing for- Mayor
APPROVED: City Attorney L.D. File No. 0391400344001	COUNTERSIGNED BY: Clty Controller General 18th
	DATE COUNTERSIGNED:

LIST OF EXHIBITS

Exhibit "A": Ren

Removal Signs

Exhibit "B":

Extension Signs

Exhibit A
Signs to be Removed

		BD No.	Street Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Districts
	1	10031	123 ALMA ST	North Fwy/S, of N. Main	011233A	10x40	1	400	н
	2	10051	3028 HOUSTON AVE	N. Fwy. @ N. Main	11231	10x40	1	400	н
	3	10151	1608 CORDELL	North Fwy N/O Cavaicade	011235A	12x48	1	578	н
	4	16151	2701 FM 1960	FM 1960 @ Treaschwig	96011059	14x48	2	1344	В
	5	21711	860 EASTEX FWY	U.S. 59/S of New Caney	95037840	16x40	1	640	EII
	6	29841	16900 US HWY 90	16900 Hwy 90 E. of Sheldon Rd.	045334A	10x35	1	350	EIJ
	7	29869	7401 CEKINGPKY	7900 C.E. King @ Hwy, 90	045335A	10x20	1	200	ETJ
	8	29871	7900 CEKINGPKY	C E King Pkway N.of Hwy 90	045023A	10x40	2	800	EŢĴ
SIGNS TO BE REMOVED	9	39500	4747 S. SHAVER	4747 S Shaver/800' N of Crenshaw	47162	10x44	2	880	ı
Ň	10	40009	3815 GULF FWY	38151/2 Gulf Fwy/S of Downtown	96015779	18x86	1	1548	l
38	11	44620	10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fuqua	5281	10x24	2	480	D
o Te	12	54480	13900 S MAIN	13900 Main Hwy 90A, N of Hillcroft	001555A	10x40	1	400	К
NO NO	13	74640	9100 N HWY 6	Hwy 6 N S/O Hwy 290	045591A	10x40	2	800	Α
87	14	75820	18844 FM 529	1844 FM 529/W of Barker Cypress	045045A	10x40	2	800	A
	15	75840	18846 FM 629	18846 FM 529/W of Barker Cypress	045044A	10x40	2	800	Α
	16	76011	11200 HEMPSTEAD RD	11200 Hempstead Rd. @ Antoine	011203A	10x30	1	300	Α
	17	76391	19335 NORTHWEST FWY	Hwy 290/E. of Hwy 6	93065455	14x32	1	448	A/ETJ
	18	82240	12050 SH 249	12050 SH 249/N of W Mt Houston	045340A	10x40	2	800	EIJ
	19	84120	12114 Bammel N. Houston	12114 Bammel N.HouJN of Greens	100618A	10x40	2	800	EIJ
	20	85420	18928 KUYKENDAHL RD	18928 Kuykendahl/S of Sp Cypress	96057280	10x24	1	240	A/ETJ
	21	85480	19832 KUYKENDAHLRD	19832 KuykendahVN of Rhodes Rd.	100619	10x40	2	800	A/B/ETJ
SCENIC BOARDS	22	10160	303 TARVER	303 Tarver/North Fwy N/O Cavalcade	11236	12x48	1	672	н
	23	10180	\$130 NORTH FWY	N. Fwyl.6mi S/O N Loop	96110523	10x30	1	300	н
	24	15711	3003 N SAM HOUSTON PKY E	3003 N Sam Houston Pkwy E E/O Morale	011225A	14x48	1	672	В

SIGNAD 02/24/2015

Exhibit A

1									
	25	20020	903 CHARTRES	Eastex Fwy @ Walker S/O Minute	142613	14x48	2	1344	1 1
	26	29970	300 EAST SAM HOUSTON PKY	3001/4 E Sam Hou Pkwy/S of Wallisv	9053246	12x40	2	960	ETJ
	27	70060	301 YALE	l-10 @ 301 Yale	11200	14x48	2	1344	1
30	28	20112	3828 WILEY	Eastex Frwy @ Parker	3022940	10x30	1	300	н
10 YEAR RELOS	29	21451	21837 EASTEX FWY	21837 1/2 Hwy 59/\$/McClellan	98001621	14x48	2	1344	ETJ
=	30	21460	22323 EASTEX PWY	Hwy S9 N/McClellan	97042359	10x40	2	800	Ε
	31	17241	706 SPRING CYPRESS	706 Spring Cypress E/O Dean	124716	10x40	2	800	ETJ
e.	32	17800	400 LOOP 494	400 Loop 494 S/O Ford	045024A	10x24	2	480	ETJ
2009 AMORTIZED	33	39210	3448 RICHEY RD	3448 Richey S E/O Forest Oaks	005283A	10x44	1	440	E
iO.	34	49435	4111 FM 2351	4111 FM 2351 W/O Beamer	045031A	10x40	2	800	ETJ
8	35	76980	406 TIDWELL RD	406 Tidwell W W/O Hamilton	96116838	8x28	1	224	Н
Ñ	36	84920	1412 GREENS	1412 Greens E/O Trickey @1418 Gears	045345A	10x40	2	800	ETJ
	37	84980	5052 LOUETTA	5052 Louetta E/O Strack	100623A	12x40	2	960	В
	38	49431	4103 FM 2351	4103 FM 2351 W/O Beamer	045030A	10×40	2	800	ETJ
â	39	62440	13500 BELLAIRE RD	13600 Ballaire Bivd W/O Eldridge	044916A	10x40	2	800	ETJ
<u> </u>	40	62460	13800 BELLAIRE RD	13800 Bellaire Blvd E/O Sugarland Howeil	044915A	10x40	2	800	ETJ
Š	41	84700		11670 Jones Rd. S/O Woodedge	045328A	14x48	2	1344	EU
2013 AMORTIZED	42	84800	13620 CYPRESS NORTH HOUSTON RD	13620 Cypress N Houston E/O Huffmelster	045329A	10x24	2	480	EIJ
ĸ	43			2931 FM 2920 W/O Foster	045343A	10x40	2	800	EIJ
	44	87315	2933 FM 2920	2933 FM 2920 W/O Foster	045342A	10x40	2	800	ETJ
				TOTAL SQ FT		L		31870	
								01070	

Exhibit A

SIGNAD 02/24/2015

Exhibit B
Extensions of Permits for Relocated Boards

ĺ	BD No.	Street Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Term Beginning	New Term Expiration	Districts
1	10982	13600 NORTH FWY	13600 n. Frwy @ Rankin	125431	12x27	1	324	12/19/2014	12/19/2034	B/ETJ
2	10991	13801 NORTH FWY	13801 1/2 N. frwy, N/Rankin	98074082	10x40	2	800	8/14/2008	8/14/2028	8/ETJ
3	11120	15000 NORTH FWY	145 N @ Richey Rd	97079174	14x48	2	1344	8/19/2007	8/19/2027	8/ETJ
4	11680	25690 NORTH FWY	25690 1/2 N. Frwy, N/Rayford	454933A	14x48	2	1344	6/19/2006	6/19/2026	LT3
5	40498	10500 GULF FWY	10500 Gulf Fwy/N/Edgebrook	2063420	10x40	2	800	12/31/2012	12/31/2032	ı
5	40591	12375 GUUF FWY	12375 1/2 Gulf Frwy N/O Fuqua	98004574	14x48	2	1344	3/31/2008	3/31/2028	E
7	60151	554S SOUTHWEST FWY	5545 SW Frwy W/O West Loop	990317174	10x40	2	800	8/13/2009	8/13/2029	G
8	60230	6222 SOUTHWEST FWY	6222 1/2 SW Frwy @ Westpark	98042691	14x48	1	672	12/22/2008	12/22/2028	J
9	60420	11420 SOUTHWEST PWY	11420 SW Frwy, N/Bellfort	98005640	14x48	1	672	2/23/2008	2/23/2028	ĸ
10	60440	11700 WILCREST	SW Frwy 1 S, Wilcrest Dr	97072093	14x48	2	1344	9/18/2004	9/18/2024	F
11	70511	11211 KATY FWY	11211 Katy Frwy, E/Chimney Rock	99100919	10x36	2	720	11/16/2009	11/16/2029	6
12	70611	15625 KATY FWY	15625 1/2 Katy Frwy, 1/2 W/SH 6	98015402	14x48	2	1344	3/31/2008	3/31/2028	6
13	82740	21326 SH 249	21326 SH 249, N/Lovetta	97038547	14x48	2	1344	9/10/2007	9/10/2027	ETJ
			TOTAL SO FT				12852			

SIGNAD 02/24/2015

Exhibit 8

OFF-PREMISE BILLBOARDS WAREHOUSE INVENTORY LIST

Sign ad	21860 1/2 EASTEX FWY,	13100061	1	CiTY	1/8/2014	STORM DAMAGED - 12x48x28
SIGHAD	24880-3/2-5/8164-FWY	4064077	4	61)	40/2/2008	Sign used - 10 yr held for Pa19041814
SIGN AD	8811 1/2 MAIN ST.	13092649	1	CITY	11/27/2013	HARRIS COUNTY AGREEMENT - 14x48x60
BIGN AD	301 1/2 YALE ST.	107807	2	CITY	2/29/2016	KATY FREEWAY EXPANSION - 12x48x65
616H-AD	18100-1 /3 (01 11 (1944)	61464	9	GIFK	0/26/2018	Sign USED - 10 yr relo for pa18089098
OUTFRONT MEDIA	1016 1/2 SOUTH LOOP WEST	1002833	, 2	CITY	12/12/2018	TX DOT - EMINENT DOMAIN - 14x48x60
OUTFRONT MEDIA	911.1/2 SOUTH LOOP WEST	1002399	2	CITY	12/12/2018	TX DOT - EMINENT DOMAIN - 14x48x42
OUTFRONT MEDIA	1.498 1/2 WEST LOOP NORTH	1008495	2	CITY	5/21/2014	TX DOT - EMINENT DOMAIN - 20x80x81
COASTAL SIGNS	14830 1/2 NORTHWEST FWY.	9063018	2	ETJ	5/19/2015	TX DOT - EMINENT DOMAIN - 14x45x90
GLEAR-CHANNEL	\$500 SOUTH LOOP-WEST	4002409	4	CHF	10/39/5018	Sign used - 10 yr nelo for Pabort385
CLEAR CHANNEL	4190 1/2 KATY FWY.	106373	2	CITY	8/26/2008	TX DOT - EMINENT DOMAIN - 14x48x46
CLEAR CHANNEL	11323 1/2 NORTHWEST FWY.	89167	2	CITY	12/22/2015	TX DOT - EMINENT DOMAIN - 14x48x75
CLEAR CHANNEL	7501 1/2 EASTEX FWY.	9109882	2	CITY	12/9/2009	SETTLEMENT AGGREEMENT - 12x24x36
CLEAR CHANNEL	8621 1/2 EASTEX FWY.	9050214	1	CITY	7/7/2009	SETTLEMENT AGGREEMENT - 12x24x33
CLEAR CHANNEL	8702 1/2 EASTEX FWY.	9109692	1	CITY	12/9/2009	SETTLEMENT AGGREEMENT - 12x24x36
CLEAR CHANNEL	16116 1/2 EASTEX FWY.	9056301	1	CHY	12/9/2009	SETTLEMENT AGGREEMENT - 12x24x30
CLEAN-CHANNEL	Q61/8 <u>1-3/0 6H04</u> 0	10002148	4	ज़ा	9/90/2 010	519H USED - 10 YEAR NELO FOR P#12058839
CLEAR CHANNEL	1725 1/2 E. LITTLE YORK	9109708	2	CTY	9/29/2010 :	SETTLEMENT AGGREEMENT - 12x24x27
CLEAR CHANNEL	2025 1/2 LITTLE YORK	2087762	2	CITY	9/29/2010	SETTLEMENT AGGREEMENT - 12x24x36
CLEAR CHANNEL	1820 1/2 E. LITTLE YORK	9109721	2	CITY	10/18/2011	SETTLEMENT AGGREEMENT - 12x24
CLEAR CHANNEL	22923 1/2 SH 249	9109727	2	ETJ	9/29/2010	SETTLEMENT AGGREEMENT - 12x24x30
CLEAR CHANNEL	22931 1/2 5H 249	9109736	2	ET#	8/29/2010	SETTLEMENT AGGREEMENT - 12×24×30
CLEAR CHANNEL	6060 1/2 SOUTH LOOP EAST	1003388	1	CITY	1/29/2009	SETTLEMENT AGGREEMENT - 12x24x67
CLEAR CHANNEL	12515 1/2 MAIN	9109805	1	CITY	9/29/2010	BETTLEMENT AGGREEMENT - 12x24x16
CLEAR CHANNEL	12515 1/4 MAIN	9109802	1	CITY	9/29/2010	SETTLEMENT AGGREEMENT - 12×24×32
CLEAR CHANNEL	12515 3/4 MAIN	9109808	1	CITY	10/18/2011	SETTLEMENT AGGREEMENT - 12x24x97
CLEAR CHANNEL	4201 1/2 KATY	106089	1	CITY	5/14/2008	SETTLEMENT AGGREEMENT - 12x24x30
CLEAR CHANNEL	16905 1/2 FM 2100	1137367	2	ET)	11/17/2017	EMINENT OOMAIN - 12x24x30
CLEAR CHANNEL	7022 1/2 MCHARD	85321	2	ETJ	5/6/2018	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	10411 1/2 NORTHWEST FWY.	60313	1	CITY	6/30/2011	EMINENT OOMAIN - 12x24x25
CLEAR CHANNEL	3201 1/2 SCOTT	2018909	2	CITY	5/22/2010	EMINENT DOMAIN - 12x24x25
CLEAR CHANNEL	4200 1/2 MOUNT HOUSTON	1084579	1.	ETJ	8/22/2009	SETTLEMENT AGGREEMENT - 12x24x33
CLEAR CHANNEL	11326 1/2 S. POST OAK	78691	2	CMY	6/29/2011	SETTLEMENT AGGREEMENT - 12×24×24
CLEAR CHANNEL	818 1/2 ALDINE MAIL RT.	2084641	1	ETJ	10/10/2010	EMINENT DOMAIN -12x24x31
CLEAR CHANNEL	8502 1/2 ALMEDA RO.	70409	1	GTY	11/17/2017	EMINENT DOMAIN - 12x24x28
CLEAR CHANNEL	15002 1/2 ALMEDA RD.	71186	2	ETJ	5/5/2018	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	7326 1/2 W. MONTGOMERY	1100184	2	ETJ	1/1/2019	EMINENT DOMAIN - 20x60x77
CLEAR CHANNEL	570 1/2 ALDINE MAIL RT.	2082143	1 1	EU	9/21/2012	EMINENT DOMAIN - 12x24x29
CLEAR CHANNEL	14002 1/2 MAIN ST.	1134164	2	CITY	3/21/2016	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	19400 1/2 MAIN ST.	1090850	2	CITY	3/21/2016	EMINENT DOMAIN - 12x42x24
CLEAR CHANNEL	4102 1/2 YALE ST.	3046924	1	CITY	2/8/2016	EMINENT DOMAIN - 12x24x24
CLEAR CHANNEL	14098 1/2	1133882	1	CITY	9/13/2013	EMINENT DOMAIN - 12x24x28
MOMMAD MHCL	2210 1/2 E. FM 1960	1119572	2	. ETJ	11/29/2019	EMINENT DOMAIN - 14x48x60

EXHIBIT

SECTION 4617--SPECIAL PERMIT

- (a) A special permit shall be issued for the alteration or relocation of an existing off-premise sign situated within the Sign Code application area under the following limited circumstances:
 - (1) The sign to be altered or relocated must be situated, both before and after its alteration or relocation, along the federal primary system and be subject to control under Subchapter B of Chapter 391 of the Texas Transportation Code.
 - The alteration or relocation of the sign must be required for a publicly funded transportation system improvement project being undertaken by the State of Texas or a political subdivision of the State of Texas. The decision to offer the sign owner the option of seeking a special permit to alter or relocate a sign pursuant to this section shall be at the discretion of the undertaking unit of government. In determining whether to make such an offer, the governmental unit shall take into consideration the probable cost of compensating the sign owner, in conjunction with the probable costs of compensating other sign owners affected by the project, as it relates to the economics and timeliness of the completion of the project and its effect on the public interest.
 - (3) The sign to be altered or relocated must be a sign that has been lawfully constructed and maintained in accordance with all applicable state and local regulatory and permit requirements, and it must have been constructed and maintained with the permission of the person or persons owning the tract or parcel of land upon which it is situated.
 - (4) The sign must be situated after its alteration or relocation according to the following priority:
 - a. First, upon the remainder of the same tract or parcel of land upon which it was situated before its alteration or relocation, if any; or
 - b. Second, if there is no remainder or if the remainder is not of sufficient size or suitable configuration for the alteration or relocation of the sign, then upon the property abutting the highway at the original sign location or upon the property abutting the insufficient remainder, if available; or
 - c. Third, upon another tract or parcel of land owned by the same person or persons as the tract from which it was relocated; or

EXHIBIT

Section 4617

- d. Fourth, any location as described in Section 4617(a)(1).
- (5) If the alteration or relocation is under Section 4617(a)(4)a or (4)c, then the person or persons who own the tract or parcel of land upon which the sign was situated must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for the temporary or permanent taking of the real property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project. This provision shall not be construed to preclude the payment of compensation to the real property owner for the acquisition of the real property or any other interest therein, but the use of the tract as an off-premise sign site shall not be considered in the determination of the compensation paid therefor.
- (6) The sign owner must enter into a written agreement with the unit of government undertaking the transportation system improvement waiving and releasing any claim for damages against the unit of government for any temporary or permanent taking of the sign in consideration of the payment by the unit of government of a mutually agreed specified amount of money calculated to cover the cost to the sign owner of the alteration or relocation of the sign.
- The sign to be relocated or altered must, after its relocation or alteration, be in full compliance with all applicable regulations promulgated by the State of Texas pursuant to Chapter 391 of the Texas Transportation Code and all applicable requirements of this code. To the extent of any difference between the requirements of this code and the state regulations, the more restrictive requirement shall apply, except that the height of a sign after its relocation or alteration shall be governed by the less restrictive requirement.
- (8) Notwithstanding Section 4617(a)(7), signs to be altered or relocated under this section must meet the following requirements as to location and spacing following their alteration or relocation:
 - a. For a sign that is to be altered or relocated on the remainder of the same tract on which it was previously located, or on the abutting property, under Section 4617(a)(4)a or (4)b, and is to be placed in the same relative position as to line of sight and not to exceed 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, the sign must: (I) be within 800 feet of one or more commercial or industrial activities and must not be located within 500 feet of another off-premise sign on

the same side of the highway, if the highway is on the interstate and freeway primary system, or within 300 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system outside of the city limits, or within 100 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system within the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

- b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classifled as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.
- (9) The sign may not be altered within or relocated to a scenic or historical right-of-way or district or on any part of the federal primary system where the Texas Transportation Commission has by minute order requested that scenic easements be acquired or to any scenic or historical right-of-way or district created by the State of Texas or any political subdivision of the State of Texas.
- (10) A special permit issued under this section shall be effective for a period of ten years from the date of issuance and shall be nonrenewable. The owner of the sign and the owner or owners of the tract or parcel of land upon which it is altered or upon which it is to be relocated must agree in consideration of the issuance of a special permit under this section for the continued use of the sign in lieu of its immediate monetarily compensated removal to accommodate the transportation system improvement project that they will remove the sign by the expiration of ten years from the date of issuance of the special permit, during which time period they may continue to enjoy the use of the sign as altered or relocated under the special permit.

The agreement shall be accompanied by a right of entry without notice upon the tract or parcel of land upon which the sign is altered or relocated from the owner thereof, providing for the removal of the

Section 4617

sign by the city if not removed by the expiration of the aforesaid ten-year period, which right of entry agreement shall be in a form approved by the City Attorney. The agreement shall additionally be secured by a bond for each sign to cover the city's costs of removal of the sign in the event that the owner fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Such bond shall be in a form approved by the City Attorney and may be provided in one of the following forms:

- a. A surety bond issued by the sign owner as principal and a corporate surety authorized to transact business in Texas in the sum of \$10,000; or
- A secured deposit bond in the form of an assignment of an b. account with a financial institution insured by the Federal Deposit Insurance Corporation to the city. The account shall have a principal deposit of not less than \$5,000. Under the terms of the assignment, the financial institution must agreed not to make any payment from or otherwise divert or dispose of the funds in the account, except that it shall agree to disburse all or any portion of the funds in the account only as directed by City Council resolution. In the event that the sign owner fails to remove the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the funds or such portion thereof as may be required to accomplish the work to be utilized for the removal of the sign and shall authorize the balance, if any, to be restored to the sign owner. In the event that the sign owner removes the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the existing balance of the account to be restored to the sign owner; or
- c. A nonrefundable cash bond in the sum of \$2,000. Cash bonds shall be collectively accounted for within the Building Inspection Fund created under Section 4605(i) and the proceeds shall be used to remove the sign in the event that any holder of a special permit secured by a cash bond fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Special permit holders who tender a cash bond and who timely remove their sign shall be entitled to the sign structure for salvage purposes; however they shall not be entitled to the refund of any portion of the cash bond or any interest thereon.

- (11) Notwithstanding Section 4605(e)(5), a sign lawfully erected under a special permit that is blown down or otherwise destroyed by any casualty may be replaced for the remainder of the ten-year period during which the special permit is in effect, provided that it is rebuilt at the same location, height, size and dimensions, and with the same materials and configuration as originally altered or relocated pursuant to the special permit.
- Each application for a special permit shall be referred by the Sign (12)Administrator to the Texas Department of Transportation together with the complete plans and specifications for the alteration or relocation of the sign and any other data that may be required by the said department to determine compliance with its applicable No special permit shall be granted unless an regulations. Department representative of the Texas authorized Transportation certifies in writing that the proposed alteration or relocation of the sign will comply with all applicable state laws, rules and regulations.
- (13) Each application for a special permit must be signed by the owner of the sign and the owner of the property upon which it is to be altered or relocated, who shall each certify that all applicable provisions of this section have been complied with, and be accompanied by written consent to the alteration or relocation of the sign, signed by the duly authorized representative of the unit of government undertaking the transportation system causing the need for the sign to be altered or relocated.
- (b) Fees for special permits shall be as otherwise provided in Section 117 of this Code and the city fee schedule. The operating permit for a sign altered or relocated pursuant to a special permit issued under this section shall transfer to the sign as altered or relocated. During the period that the special permit is in effect, operating permits for signs altered or relocated pursuant to this section shall be extended for three-year periods in accordance with Section 4605(d), provided that, notwithstanding any language to the contrary contained in any operating permit renewal issued for a sign altered or relocated under a special permit, no operating permit renewal shall be construed to authorize the continued existence, operation or maintenance of any such sign for any period in excess of ten years following the date of issuance of the special permit. The provisions of this section shall not be deemed to authorize any practice otherwise prohibited under this chapter, except to the limited extent and under the limited circumstances enumerated in this section. Nothing contained in this section shall be construed to abrogate the right of a sign owner or underlying property owner to refuse to accept the proposal by the governmental unit for the alteration or relocation of a sign under this section and to choose instead to seek monetary compensation.

TE NO 12

CITY OF HOUSTON - CITY COUNCIL

Meeting Date: 8/12/2025 District D Item Creation Date: 3/5/2025

HPW - 20WR559 – Petition Addition (11.478) Harris County Municipal Utility District No.

Agenda Item#: 65.

Summarv:

ORDINANCE consenting to the addition of 11.478 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 460**, for inclusion in its district - **DISTRICT D - EVANS-SHABAZZ**

DELAYED BY MOTION 2025-529

This was Item 41 on Agenda of July 23, 2025

Background:

<u>SUBJECT:</u> Petition for the City's consent to the addition of two (2) tracts of land totaling 11.478 acres to Harris County Municipal Utility District No. 460.

<u>RECOMMENDATION:</u> Petition for the City's consent to the addition of two (2) tracts of land totaling 11.478 acres to Harris County Municipal Utility District No. 460 be approved.

<u>SPECIFIC EXPLANATION</u>: Harris County Municipal Utility District No. 460 (the "District") was created through an act of the Texas Legislature in 2005 and currently consists of 761.1084 acres within Harris County. The District is within the corporate limits of the City of Houston (the "City") and has petitioned the City for consent to add two (2) tracts of land totaling 11.478 acres of vacant land, proposed to be developed as single family residential property, to the District. The proposed annexation tracts are located in the vicinity of East Orem Drive, Selinsky Road, Webercrest Road, and Martindale Road.

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 annexation tracts are provided with wastewater treatment by the City's Chocolate Bayou Wastewater Treatment Plant. Potable water is provided by the City.

The nearest major drainage facility for Harris County Municipal Utility District No. 460 is Sims Bayou, which flows into the Houston Ship Channel. The proposed annexation tracts are within the 100-year floodplain (58%) and 500-year floodplain (59%).

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 prior to their construction.

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

Randall V. Macchi, JD

Director, Houston Public Works

Contact Information:

Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Phillip Goodwin, Senior Assistant Director	HPW Houston Water	832.395.3075

ATTACHMENTS:

Description

Signed Coversheet Maps Type

Signed Cover sheet Backup Material 

Meeting Date: District D Item Creation Date: 3/5/2025

HPW - 20WR559 - Petition Addition (11.478) Harris County Municipal Utility District No. 460

Agenda Item#:

Background:

SUBJECT: Petition for the City's consent to the addition of two (2) tracts of land totaling 11.478 acres to Harris County Municipal Utility District No. 460.

RECOMMENDATION: Petition for the City's consent to the addition of two (2) tracts of land totaling 11.478 acres to Harris County Municipal Utility District No. 460 be approved.

SPECIFIC EXPLANATION: Harris County Municipal Utility District No. 460 (the "District") was created through an act of the Texas Legislature in 2005 and currently consists of 761.1084 acres within Harris County. The District is within the corporate limits of the City of Houston (the "City") and has petitioned the City for consent to add two (2) tracts of land totaling 11.478 acres of vacant land, proposed to be developed as single family residential property, to the District. The proposed annexation tracts are located in the vicinity of East Orem Drive, Selinsky Road, Webercrest Road, and Martindale Road.

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.

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The nearest major drainage facility for Harris County Municipal Utility District No. 460 is Sims Bayou, which flows into the Houston Ship Channel. The proposed annexation tracts are within the 100-year floodplain (58%) and 500-year floodplain (59%).

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 prior to their construction.

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

DocuSigned by:

Abgulato. Vi 6/30/2025

Randall V. Macchi, JD

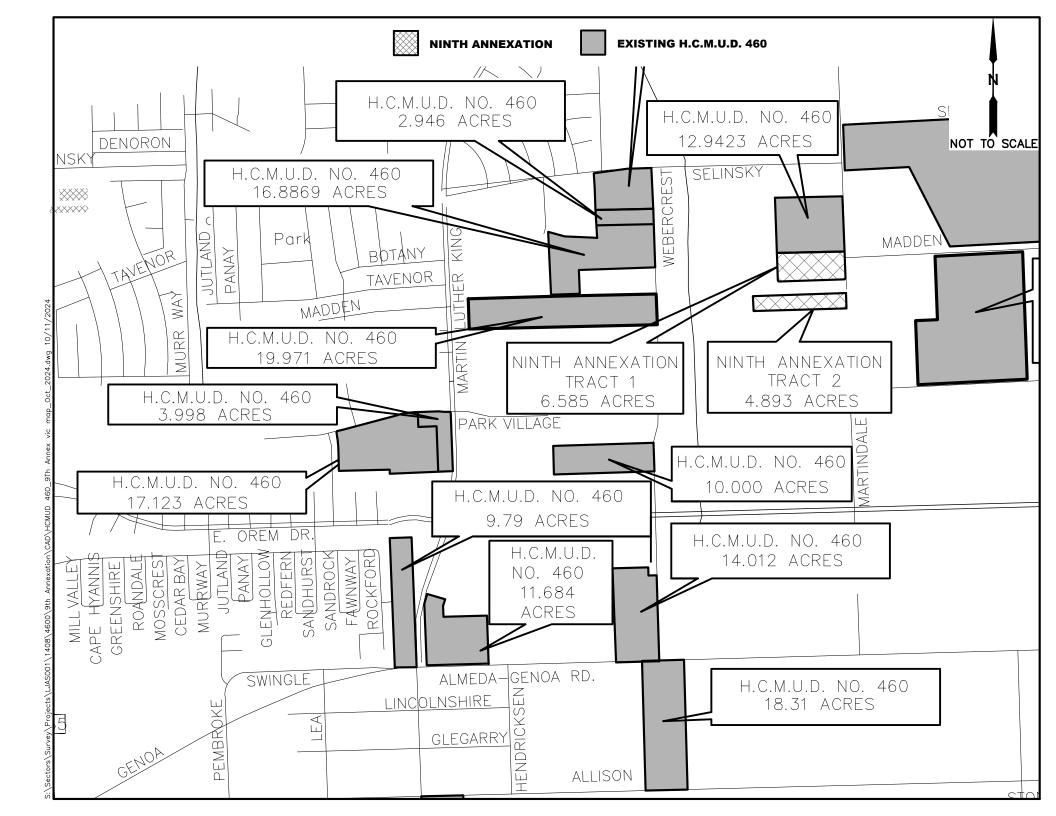
Director, Houston Public Works

Contact Information:

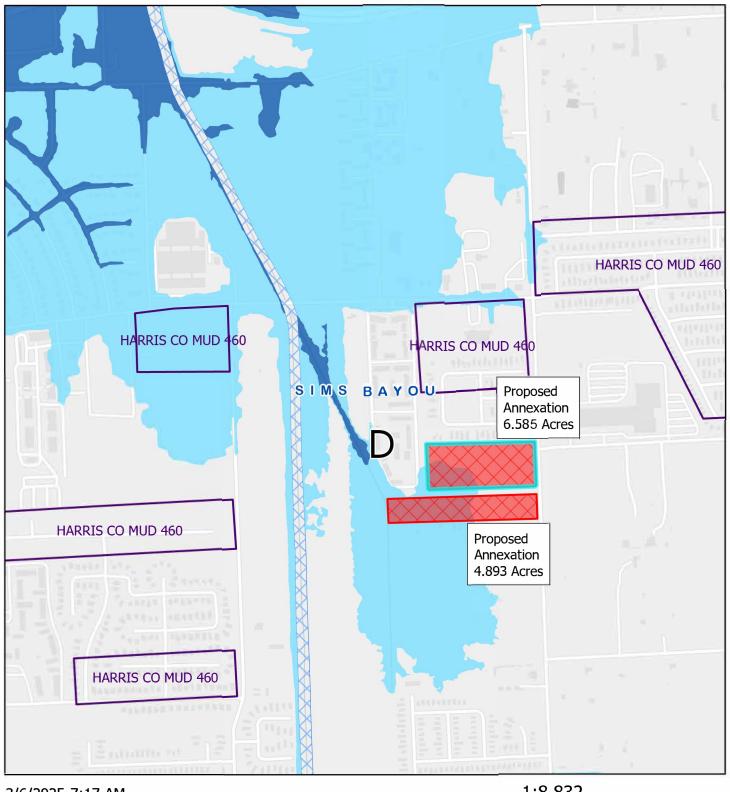
Name	Service Line	Contact No.
Roberto Medina, Assistant Director	DO-HPW Council Liaison Office	832.395.2456
Maria Perez, HPW Agenda Coordinator	DO-HPW Council Liaison Office	832.395.2282
Phillip Goodwin, Senior Assistant Director	HPW Houston Water	832.395.3075

ATTACHMENTS:

Description	Туре
Maps	Backup Material
Application	Backup Material
Petition	Backup Material
Backup Material	Backup Material
Fact Sheet	Backup Material



Harris County Municipal Utility District No. 460 (11.478 acres)



1:8,832 3/6/2025 7:17 AM Watersheds 500 Year Floodplain 0 0.07 0.15 0.3 Miles **Texas Senate Districts** Floodway **Texas House Districts** City Limits 0 0.1 0.2 0.4 Kilometers **Council Districts** Flood Hazard Zones **Existing District** 100 Year Floodplain



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/18/2025

SR1653691107 - Police Interceptors for HAS - MOTION

Agenda Item#: 66.

Summary:

SILSBEE FORD, The Interlocal Purchasing System supplier, for Purchase of Ford Explorer Interceptor Vehicles for the Fleet Management Department on behalf of the Houston Airport System - \$2,159,731.53 - HAS-AIF Capital Outlay Fund

TAGGED BY COUNCIL MEMBER KAMIN

This was Item 13 on Agenda of July 30, 2025

Background:

SR1653691107 – Approve the purchase of Ford Explorer Police Interceptor vehicles through The Interlocal Purchasing System (TIPS) supplier Silsbee Ford in the total amount of \$2,159,731.53 for the Fleet Management Department on behalf of the Houston Airport System.

Specific Explanation:

The Director of the Fleet Management Department and the Chief Procurement Officer recommend that City Council approve the purchase of thirty-three (33) Ford Police Interceptor vehicles through The Interlocal Purchasing System (TIPS) supplier **Silsbee Ford** in the total amount of **\$2,159,731.53** for the Fleet Management Department on behalf of the Houston Airport System.

The Fleet Management Department has vetted and approved the purchase of these Police Interceptor vehicles. These internal combustion engines will be used as patrol vehicles, replacing existing vehicles that have reached their life expectancy and will be sent to auction for disposal.

This recommendation is made pursuant to subsection 271.102(c) of the Texas Local Government Code, which provides that "a local government that purchases goods or services from a cooperative purchasing program or organization satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

M/WBE Subcontracting:

M/WBE Zero Percentage Goal Document approved by the Office of Business Opportunity.

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 a Cooperative Purchasing Agreement for this purchase.

Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

Jedediah Greenfield Chief Procurement Officer

Estimated Spending Authority:				
Department	FY2026	Out Years	Total	
Fleet Management Department	\$2,159,731.53	\$0.00	\$2,159,731.53	

Amount and Source of Funding:

\$2,159,731.53 - HAS-AIF Capital Outlay Fund (8012)

Contact Information:

Jedediah Greenfield, Chief Procurement Officer - (832) 393-9126

ATTACHMENTS:

Description

Signed Coversheet

Туре

Signed Cover sheet



Meeting Date: 7/29/2025 ALL Item Creation Date: 7/18/2025

SR1653691107 - Police Interceptors for HAS - MOTION

Agenda Item#: 20.

Summary:

NOT A REAL CAPTION

purchase of Ford Explorer Police Interceptor vehicles through The Interlocal Purchasing System (TIPS) supplier **SILSBEE FORD** in the total amount of \$2,159,731.53 for the Fleet Management Department on behalf of the Houston Airport System

Background:

SR1653691107 – Approve the purchase of Ford Explorer Police Interceptor vehicles through The Interlocal Purchasing System (TIPS) supplier Silsbee Ford in the total amount of \$2,159,731.53 for the Fleet Management Department on behalf of the Houston Airport System.

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Fiscal Note:

No significant Fiscal Operating impact is anticipated as a result of this project.

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66

Jedediah Greenfield Chief Procurement Officer

Estimated Spending Authority:

DepartmentFY2026Out YearsTotalFleet Management Department\$2,159,731.53\$0.00\$2,159,731.53

Amount and Source of Funding:

\$2,159,731.53 - HAS-AIF Capital Outlay Fund (8012)

Contact Information:

Jedediah Greenfield, Chief Procurement Officer - (832) 393-9126

ATTACHMENTS:

Description Type

Quote Backup Material

Docusign Envelope ID: B9A3185A-B58D-46B9-BC87-552402520460

Ownership Form Cooperative Justification Form MWBE Goal Waiver Tax Report Backup Material Backup Material Backup Material Backup Material



Meeting Date: 8/12/2025

Item Creation Date:

Thomas table amendment

Agenda Item#: 67.

Summary:

Consideration of proposed amendment to Item 69 below, submitted in writing on July 23, 2025 by Council Member Thomas

TAGGED BY COUNCIL MEMBER MARTINEZ

This was Item 46 on Agenda of July 30, 2025

ATTACHMENTS:

Description

Type

Amendment Signed Cover sheet



CITY OF HOUSTON

Interoffice

Correspondence Council Member Tiffany D. Thomas District F

To:

Mayor John Whitmire

All Council Members

From:

Tiffany D.Thomas

Council Member, District F

Date:

July 23, 2025

Cc:

Marta Crinejo, Agenda Director

Troy Lemon,

Interim City Secretary

Subject: Agenda Item #5 Amendment

I move to amend Agenda Item #5 as follows:

Increase the City's housing allocation from \$50 million to \$100 million from the CDBG-DR24 disaster recovery funds. This amendment would reallocate \$50 million from the \$151,291,150 million for Power Generation and Resiliancy and move to the Housing Programs. This will bring the total amount for Housing Programs to \$100 million.

Activity Name	Amount	%
Planning	\$200,000.00	0.06%
Administration	\$15,732,250.00	5.00%
Housing Program	\$100,000,000.00	31.8%
Power Generation Resilience Program	\$101,291,150.00	32.2%
Emergency Response/Public Safety Program	\$15,340,000.00	4.88%
Homeless Services Program	\$41,040,600.00	13.04%
Debris Repository Acquisition/Development Project	\$32,791,000.00	10.42%
Vegetation Management/Debris Removal Program	\$8,250,000.00	2.62%
Total	\$314,645,000.00	100.00%



Meeting Date: 8/12/2025

Item Creation Date:

Plummer amendment

Agenda Item#: 68.

Summary:

Consideration of proposed amendment to Item 69 below, submitted in writing on July 30, 2025 by Council Member Plummer

TAGGED BY COUNCIL MEMBER MARTINEZ

ATTACHMENTS:

Description

Type

Amendment

Signed Cover sheet



CITY OF HOUSTON

Council Member Letitia Plummer, At-Large 4

Interoffice

Correspondence

To: Chief Cynthia Wilson

Deputy Chief David

Cc:

Marta Crinejo, Agenda Director Diana Caicedo From: Counc

Council Member Letitia

Plummer

Date:

07/30/2025

Subject:

Amendment: Agenda item

47

Background

Balancing recovery with prevention is one of the hardest choices we face as leaders responsible for disaster funds. We have watched Houstonians face immense damage to their property in the wake of the 2024 derecho and Hurricane Beryl, and we know that investing in people's immediate recovery is a moral imperative. At the same time, HUD reminds us that mitigation activities are intended to "increase resilience to disasters" by reducing long-term risk of property damage and suffering. Our challenge is to honor both realities: to help our community pick up the pieces after a disaster while also building systems and infrastructure that lessen the impact of the next storm.

Amendment

I move to amend the City of Houston's draft Action Plan for the 2024 CDBG-DR allocation to prioritize housing recovery. Under the current proposal the multifamily housing program is allocated \$30 million and the single-family program \$20 million. The city shall increase CDBG-DR24 funding for the single-family and multifamily housing programs to \$50 million each by reallocating available balances from the Emergency Response/Public Safety Program, the Debris Repository Acquisition/Development Program and the Vegetation Management/Debris Removal Program) in the following way:

Revised Proposed Budget

Activity Name	Original Amount	Proposed Change	Final Amount
Planning	\$200,000.00	No change	\$200,000.00
Administration	\$15,732,250.00	No change	\$15,732,250.00
Multifamily Housing Program	\$30,000,000.00	\$20,000,000	\$50,000,000
Single Family Housing Program	\$20,000,000.00	\$30,000,000.00	\$50,000,000
Power Generation Resilience Program	\$151,291,150.00	No change	\$151,291,150.00
Emergency Response / Public Safety Program	\$15,340,000.00	-\$15,340,000.00	\$0*

Homeless Services Program	\$41,040,600.00	No change	\$41,040,600.00
Debris Repository Acquisition / Development Program	\$32,791,000.00	-\$26,410,000.00	\$6,381,000*
Vegetation Management / Debris Removal Program	\$8,250,000.00	-\$8,250,000.00	\$0*
Total	\$314,645,000.00		\$314,645,000.00

*Addressing the Shortfall: Funding Alternatives and Recommendations

To address the shortfall created by shifting CDBG-DR24 funds away from some of the programs, my recommendation is that the city should look first to other funding mechanisms that are designed to support emergency services in large municipalities. Below are several options drawn from state and federal programs as well as Public/Private Partnerships.

Emergency Response Public Safety

Federal emergency-services grants. FEMA's Assistance to Firefighters Grant (AFG) program has, since 2001, provided fire departments and non-affiliated EMS organizations with critically needed equipment, protective gear, emergency vehicles and other resources(<u>fema.gov</u>). The Department of Homeland Security's First Responder Grants resources page also lists federal grants for firefighter and emergency medical service agencies, including pre-disaster mitigation grants (<u>dhs.gov</u>). These programs are explicitly designed to help cities purchase ambulances and other emergency vehicles.

State EMS funds. Texas's Emergency Medical Services Allotment Fund allows licensed EMS providers that deliver 911 and emergency transfers to receive funding from the state's EMS and trauma care accounts (<u>dshs.texas.gov</u>.) The EMS allotment funding streams can help support ambulance purchases in a large urban system if eligibility requirements are met.

Maximize cost-recovery from EMS billing. Medicare patients constitute a substantial share of ambulance users, and Medicaid reimbursement rates are often tied to Medicare rates (<u>iaff.org</u>). Ensuring that the city's EMS billing practices fully capture allowable Medicare, Medicaid and private-insurance reimbursements can provide ongoing revenue for vehicle replacement, and collection of co-payments can help avoid reimbursement reductions (<u>iaff.org</u>). I also mentioned during the FY2025 Fire Department Budget committee meeting.

Vegetation Management / Debris Removal Program

FEMA Public Assistance (PA) – **Category A (Debris Removal)** This is FEMA's primary disaster-recovery grant program. After a Presidentially declared disaster, it reimburses local governments for "demolition, clearance, removal, transport, temporary storage, segregation, reduction and disposal of debris" such as trees, sand, gravel, and building wreckage (<u>usace.army.mil</u>) Eligible debris removal must be a direct result of the declared event and must eliminate an immediate threat or ensure economic recovery (<u>usace.army.mil</u>) My recommendation is that Houston should continue to apply for Category A assistance after federally declared disasters.

TCEQ Regional Solid-Waste Grants The Texas Commission on Environmental Quality allocates one-third of state municipal solid-waste fees to regional councils of governments (COGs) for solid-waste management projects. Councils administer "pass-through" grants to local governments for municipal solid-waste projects (tceq.texas.gov), and eligible applicants include cities, counties and districts (tceq.texas.gov). My recommendation is that Houston apply through the Houston-Galveston Area Council for funding of debris-management programs.

Texas emergency funding for debris removal After Hurricane Beryl, Texas Governor Greg Abbott approved \$50 million in emergency funds to help Southeast Texas communities remove debris; the money is administered through the Texas Division of Emergency Management and TCEQ. This shows that the state can release funds for debris removal. My recommendation is that the mayor leverage his relationship with the State for future disasters. **Texas A&M Forest Service Community Forestry Grant** These grants support urban forestry practices such as climate resiliency, municipal foresters, workforce development, tree planting and community greening (tfsweb.tamu.edu). Public entities and non-profits are eligible (tfsweb.tamu.edu). I recommend that the city pursue funding for tree-planting and canopy restoration which improves vegetation health that will in turn reduce

debris.

Debris Repository Acquisition / Development Program

EPA Solid Waste Infrastructure for Recycling (SWIFR) grants. The Bipartisan Infrastructure Law provides \$275 million (FY 2022-2026) for SWIFR grants to "political subdivisions" such as cities (epa.gov). Eligible activities include building or expanding transfer stations and drop-off sites, purchasing waste-collection equipment and trucks, and constructing or upgrading material-processing facilities (epa.gov). These grants are for improving municipal solid-waste management and can be applied to the development of a debris repository and associated equipment.

FEMA Public Assistance (Category A) reimbursements. FEMA's Public Assistance program reimburses local governments for "clearance, removal, transport, temporary storage, reduction and disposal of debris" after a federally declared disaster (<u>usace.army.mil</u>). This funding does not cover routine facility upgrades. It can, however, reimburse eligible costs of debris removal and temporary staging/processing of storm debris as part of disaster response

Partner with CenterPoint Energy CenterPoint's Greater Houston Resiliency Initiative has nearly doubled its vegetation-management workforce (about 1 000 workers) and committed to removing vegetation from 2 000 distribution-line miles with high-risk vegetation (centerpointenergy.com). In 2022 the City and CenterPoint announced "Resilient Now," a collaborative framework to develop a regional master energy plan; this partnership aims to optimize infrastructure investments and enhance resilience (sustainability.centerpointenergy.com). Given CenterPoint's substantial investment in vegetation management and its existing cooperation, I recommend the city explore agreements to share equipment and debris-removal crews or co-develop repository sites. CenterPoint's 2025 Systemwide Resiliency Plan also establishes a three-year vegetation-management cycle that clears hazardous vegetation from all power lines (tdworld.com), indicating an ongoing need for staging and processing sites. Funding for this could be a good faith measure from CenterPoint.



Meeting Date: 8/12/2025 ALL

Item Creation Date: 5/29/2025

HCD25-46 Action Plan for Disaster Recovery – 2024 Derecho and Hurricane Beryl

Agenda Item#: 69.

Summary:

ORDINANCE approving and authorizing submission of the Action Plan for Disaster Recovery - 2024 Derecho and Hurricane Beryl to the **UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**, including a Community Development Block Grant - Disaster Recovery 2024 Application and Budget for the Community Development Block Grant - Disaster Recovery 2024 Grant in the amount of \$314,645,000.00; to accept Funds from the aforementioned Grant, if awarded

TAGGED BY COUNCIL MEMBER MARTINEZ

This was Item 47 on Agenda of July 30, 2025

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance: 1) authorizing the submission the Action Plan for Disaster Recovery – 2024 Derecho and Hurricane Beryl (Plan) to receive \$314,645,000.00 of Community Development Block Grant – Disaster Recovery funding (CDBG-DR24) from the U.S. Department of Housing and Urban Development (HUD) to support long-term recovery and resilience efforts following two qualifying major disasters that occurred in 2024 and; 2) the execution of the grant Agreement between HUD and the City of Houston and execution of any related forms and documents by the Mayor, or the Mayor's designee.

HUD allocated \$314,645,000 in CDBG-DR24 funds to the City of Houston in response to the 2024 Derecho and Hurricane Beryl (FEMA DR-4781 & FEMA DR-4798) through publication in the Federal Register (FR-6512-N-01) on Thursday, January 16, 2025. This allocation was made available through the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118-158) approved by the United States Congress on December 21, 2024.

The following table shows the proposed budgeted activities for CDBG-DR24 funds.

Activity Name	Amount
Planning	\$200,000.00
Administration	\$15,732,250.00
Multifamily Housing Program	\$30,000,000.00
Single Family Housing Program	\$20,000,000.00
Power Generation Resilience Program	\$151,291,150.00
Emergency Response/Public Safety Program	\$15,340,000.00
Homeless Services Program	\$41,040,600.00

Debris Repository Acquisition/Development Program	1	\$32,791,000.00
Vegetation Management/Debris Removal Program		\$8,250,000.00
	Total	\$314,645,000.00

The City solicited public feedback on the Action Plan for Disaster Recovery – 2024 Derecho and Hurricane Beryl through surveys and through public hearings on June 10, 2025, June 12, 2025, and June 17, 2025. The public was able to submit comments on the Plan during a 30-day public comment period that extended from May 23, 2025, through June 22, 2025.

Fiscal Note:

No fiscal note is required for grant items.

This item was reviewed by the Budget and Fiscal Affairs Committee on June 3, 2025, and July 8, 2025.

Michael Nichols, Director

Prior Council Action:

Amount and Source of Funding:

\$314,645,000.00 - Federal Government - Grant Funded (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Cover Sheet Signed Cover sheet



Meeting Date: 7/22/2025 ALL Item Creation Date: 5/29/2025

HCD25-46 Action Plan for Disaster Recovery - 2024 Derecho and Hurricane Beryl

Agenda Item#: 1.

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance: 1) authorizing the submission the Action Plan for Disaster Recovery – 2024 Derecho and Hurricane Beryl (Plan) to receive \$314,645,000.00 of Community Development Block Grant – Disaster Recovery funding (CDBG-DR24) from the U.S. Department of Housing and Urban Development (HUD) to support long-term recovery and resilience efforts following two qualifying major disasters that occurred in 2024 and; 2) the execution of the grant Agreement between HUD and the City of Houston and execution of any related forms and documents by the Mayor, or the Mayor's designee.

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—DocuSigned by:

Michael Mchols

Michael Nichols, Director

Amount and Source of Funding:

\$314,645,000.00 - Federal Government - Grant Funded (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

DescriptionTypeCover SheetSigned Cover sheetPublic Notice (Eng)Public Notice

Docusign Envelope ID: 3FD27DF6-6F1C-4F20-996E-CA441BF74498

Public Notice (Eng)Public NoticePublic Notice - SpanishPublic NoticePublic Notice - Correction (3 virtual meeting added)Public Notice