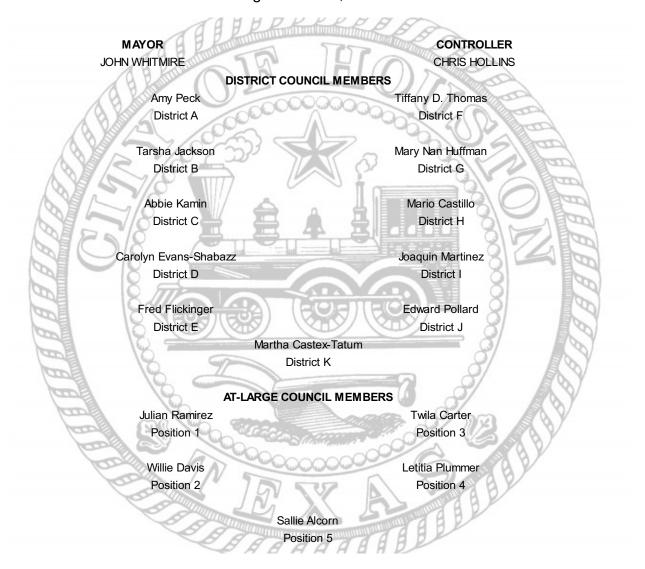
AGENDA

CITY OF HOUSTON • CITY COUNCIL August 19 & 20, 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.

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

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 19, 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 Castillo

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 20, 2025 - 9:00 A. M.

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

MAYOR'S REPORT

CONSENT AGENDA NUMBERS 1 through 31

MISCELLANEOUS - NUMBER 1

 RECOMMENDATION from Director of Houston Health Department for approval of payment of annual assessment fees to the TEXAS MEDICAL CENTER CORPORATION for 2025 in the total amount of \$161,975.00 -General Fund

PURCHASING AND TABULATION OF BIDS - NUMBERS 2 and 3

- 2. HIGHLAND ELECTRIC VEHICLES, INC for Purchase of Twenty-Five (25) Light-Duty Electric Vehicles and Ten (10) E-Transit Electric Vans for the Houston Airport System \$2,331,383.90 -Enterprise Fund
- **3.** APPROVE spending authority in an amount not to exceed \$445,906.92 for

Purchase of Water and Wastewater Pumps, Motors and Repair Services through the Cooperative Purchasing Agreement with BuyBoard for the Fleet Management Department, from **XYLEM DEWATERING SOLUTIONS**, **INC** - Fleet Management Fund

RESOLUTIONS - NUMBERS 4 and 5

- 4. RESOLUTION confirming No Objection to proposed development of certain properties as Affordable Rental Housing, each located in the City of Houston, Texas, and the submittal of applications for Non-Competitive 4% Housing Tax Credits for such developments - <u>DISTRICTS I - MARTINEZ</u> and J - POLLARD
- 5. RESOLUTION confirming No Objection to Proposed Development of certain properties as Affordable Rental Housing, each located in the Extraterritorial Jurisdiction of the City of Houston, Texas or having been annexed into the City of Houston only for Limited Purposes, and the submittal of applications for Non-Competitive 4% Housing Tax Credits for such developments

ORDINANCES - NUMBERS 6 through 31

- 6. ORDINANCE approving and authorizing financing agreement between the City of Houston and the **TEXAS WATER DEVELOPMENT BOARD** in connection with the State Water Implementation Fund for Texas for the East Water Plant Enhancement Project
- 7. ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and HEALTHCARE FOR THE HOMELESS HOUSTON to provide Home Investment Partnerships Program American Rescue Plan and Community Development Block Grant Funding to provide Street Medicine Program for individuals experiencing homelessness \$700,000.00 Grant Fund
- 8. ORDINANCE approving and authorizing second amendment to Subrecipient Agreement between City of Houston and COVENANT HOUSE TEXAS to provide Homeless Housing and Services Program Youth Set-Aside Funds for continued administration and operation of Emergency Shelter for individual youth experiencing homelessness \$200,000.00 Grant Fund
- 9. ORDINANCE approving and authorizing second amendment to Subrecipient Agreement between City of Houston and BREAD OF LIFE, INC to extend term of agreement and provide additional Housing Opportunities for Persons With AIDS Funds to provide Housing and Supportive Services for low income households in which one or more member are living with HIV/AIDS -Through November 30, 2025 - \$575,630.00 - Grant Fund
- 10. ORDINANCE approving and authorizing Director of City of Houston Health Department to accept and expend Grant Award between City of Houston and UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT for Healthy Homes Production Grant Program to address multiple childhood diseases and injuries in the home by focusing on

- housing-related hazards for the Houston Health Department; authorizing the Director to expend the Grant Funds, as awarded, and to apply for and accept all subsequent awards, if any, pertaining to the Grant
- 11. ORDINANCE relating to the water and wastewater rates of AQUA TEXAS, INC. within the City of Houston, Texas; suspending for ninety days the effective date of new rates; maintaining current rates in effect <u>DISTRICTS</u>

 A-PECK and E-FLICKINGER
- 12. ORDINANCE approving and authorizing Reimbursable Agreement between City of Houston and FEDERAL AVIATION ADMINISTRATION for Maintenance and Inspection Services at George Bush Intercontinental Airport/Houston (IAH); providing a maximum contract amount \$239,660.95 Enterprise Fund
- 13. ORDINANCE appropriating \$438,000.00 out of Equipment Acquisition Consolidated Fund for planned Learning Performance System for the Houston Information Technology Services Department on behalf of the Human Resources Department
- **14.** ORDINANCE appropriating of \$460,000.00 out of Equipment Acquisition Consolidated Fund for planned SAP Cloud ERP System Upgrade Project for the Houston Information Technology Services Department
- **15.** ORDINANCE appropriating \$2,000,000.00 out of Equipment Acquisition Consolidated Fund for planned ERP Transformation Office Project for the Houston Information Technology Services Department
- 16. ORDINANCE amending Ordinance No. 2022-967, as amended, to increase the maximum contract amount to Professional Services Agreement between City of Houston and HICKS JOHNSON PLLC for representation of the City in lawsuit filed against the City
- 17. 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
- **18.** ORDINANCE approving and authorizing contract with **STREAM ENVIRONMENTAL**, **LLC**, for Used Oil, Oily Water, Oil Filters, Absorbents, Oil/Water Interceptors (OWI), and Antifreeze Disposal Services for Various Departments; providing a maximum contract amount 3 Years with 2 one-year options \$523,511.25 General and Other Funds
- 19. ORDINANCE amending Ordinance No. 2020-0455 (Passed May 27, 2020) to increase maximum contract amount for contract between City of Houston and NIVERCO BIOMEDICAL SERVICES, LLC for Electrical Safety Inspections, Repairs and Preventative Maintenance of Laboratory Equipment for Houston Public Works (as approved by Ordinance No. 2020-0455) \$364,806.36 General and Other Funds
- 20. ORDINANCE amending Ordinance No. 2023-511 (Passed June 28, 2023) to increase the maximum contract amount for contract between City of Houston and INDUSTRIAL TX CORP, for Sludge Dewatering and Drying Equipment Maintenance and Repair Services for Houston Public Works (as approved by Ordinance No. 2023-511) \$8,297,390.50 Enterprise Fund

- 21. ORDINANCE approving and authorizing first amendment to Interlocal Agreement between City of Houston and TEXAS A&M ENGINEERING EXTENSION SERVICE for Aircraft Rescue and Fire Fighting Training Services for George Bush Intercontinental Airport Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System (Approved by Ordinance No. 2020-0764) Through September 13, 2028
- 22. ORDINANCE approving and awarding contract to SAP PUBLIC SERVICES, INC for Enterprise Resource Planning System for Houston Information Technology Services Department 3 Years with 2 one-year options \$20,520,929.27 Central Service Revolving Fund
- 23. ORDINANCE READOPTING THE HOUSTON YOUTH RECREATION PROGRAM'S STANDARDS OF CARE AS CODIFIED AT ARTICLE XII OF CHAPTER 32 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, containing findings and other provisions related to the subject; providing for severability
- 24. ORDINANCE approving and authorizing Interlocal Agreement between City of Houston, Texas, and HARRIS COUNTY, TEXAS, for Operation and Maintenance of Various Parks <u>DISTRICTS C KAMIN; F THOMAS; G-HUFFMAN; and J POLLARD</u>
- 25. ORDINANCE consenting to the creation of 117.142 acres of land to HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 612, for inclusion in its district; authorizing the district to issue bonds, subject to certain condition
- ORDINANCE finding and determining that public convenience and necessity no longer require the continued use of Ira Street, from N. Eastwood Street West to its terminus, said street being situated in the S.M. Williams Survey, Abstract Number 87, in between Lot 1, Block 1, and Lot 1, Block 2, Navigation Addition; abandoning such street easements to Buffalo Bayou Partnership and David Hernandez, the abutting property owners, in consideration of their cash payment to the City in the amount of \$66,535.00 and conveyances to the City of: 1) two storm sewer easements, 2) a 2,926 square-foot tract of fee owned land, and 3) a hike and bike trail easement, all land and easements being situated in the S.M. Williams Survey, Abstract Number 87, Harris County, Texas, and other good and valuable consideration DISTRICT H CASTILLO
- 27. ORDINANCE approving the issuance and sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) to the TEXAS WATER DEVELOPMENT BOARD; approving the form, terms, and substance of a Seventh Supplemental Bond Resolution of the Coastal Water Authority relating to the bonds and related agreements; approving a Seventh Supplement to the projects contract between the City of Houston and COASTAL WATER AUTHORITY
- 28. ORDINANCE approving and authorizing Advance Funding Agreement for Surface Transportation Block Grant Program and Supplemental Transportation Program Off-System Project between City of Houston and TEXAS DEPARTMENT OF TRANSPORTATION for Harwin Dr at Hillcroft Ave Project (CSJ 0912-72-824) DISTRICT J POLLARD

- 29. ORDINANCE appropriating \$26,000.00 out of Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax as an appropriation to Advance Funding Agreement for Supplemental Transportation Program Off-System Project between City of Houston and the TEXAS DEPARTMENT OF TRANSPORTATION for the International Management District Intersections Project (CSJ 0912-72-829) DISTRICTS F THOMAS and J POLLARD
- 30. ORDINANCE approving and authorizing Advance Funding Agreement for Supplemental Transportation Program Off-System Project between the City of Houston and the TEXAS DEPARTMENT OF TRANSPORTATION for the International Management District Intersections Project (CSJ 0912-72-829) -DISTRICTS F - THOMAS and J - POLLARD
 - This item should only be considered after passage of Item 29 above
- 31. ORDINANCE appropriating \$26,000.00 out of Dedicated Drainage and Street Renewal Capital Fund Ad Valorem Tax as an appropriation to Advance Funding Agreement for Supplemental Transportation Program Off-System Project between City of Houston and the TEXAS DEPARTMENT OF TRANSPORTATION for the Hartman Middle School and Alcott Elementary School Safe Routes to School Project (CSJ 0912-72-828) DISTRICTS D EVANS-SHABAZZ and I MARTINEZ

END OF CONSENT AGENDA

CONSIDERATION OF MATTERS REMOVED FROM CONSENT AGENDA

NON CONSENT AGENDA - NUMBERS 32 through 34

NON-CONSENT - MISCELLANEOUS

- 32. MOTION to set a date not less than seven days from August 20, 2025, to receive nominations for Positions 10, 11, 12 and 13 of the HOUSTON ARCHAEOLOGICAL AND HISTORICAL COMMISSION BOARD OF DIRECTORS, for two-year staggered terms
- 33. MOTION to set a date not less than seven days from August 20, 2025, to receive nominations for Position 8 of the BOARD OF DIRECTORS OF THE HOUSTON CIVIC EVENTS, INC, CITY OF HOUSTON, TEXAS, for a term to expire January 1, 2027
- **34.** 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 35

35. 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

TAGGED BY COUNCIL MEMBER MARTINEZ

This was item 16 on agenda of August 13, 2025

SUPPLEMENTAL POSTING - NUMBERS 36 and 37

36. ORDINANCE approving and authorizing an Advance Funding Agreement for a Supplemental Transportation Program Off-System Project between the City of Houston and the TEXAS DEPARTMENT OF TRANSPORTATION for the Hartman Middle School and Alcott Elementary School Safe Routes to School Project (CSJ 0912-72-828) - DISTRICTS D - EVANS-SHABAZZ and I - MARTINEZ

This item should only be considered after passage of Item 31 above

37. ORDINANCE approving and authorizing an Advance Funding Agreement for a Surface Transportation Block Grant Program Off-System Project between the City of Houston and the TEXAS DEPARTMENT OF TRANSPORTATION for the Waugh Drive Package 1 Project (CSJ 0912-72-796) - DISTRICTS C - KAMIN and H - CASTILLO

MATTERS TO BE PRESENTED BY COUNCIL - Council Member Plummer 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: 8/19/2025

Item Creation Date:

Speakers List

Agenda Item#:

ATTACHMENTS:

Description Type



Meeting Date: 8/19/2025
ALL

Item Creation Date: 5/16/2025

HHD - Texas Medical Center Assessment

Agenda Item#: 1.

Summary:

RECOMMENDATION from Director of Houston Health Department for approval of payment of annual assessment fees to the **TEXAS MEDICAL CENTER CORPORATION** for 2025 in the total amount of \$161.975.00 - General Fund

Background:

MOTION approving and authorizing payment of the annual assessment fees to the Texas Medical Center Corporation for 2025 in the total amount of \$161,975.00.

SPECIFIC EXPLAINATION

The Director of the Houston Health Department (HHD) recommends that City Council approve and authorize payment of the annual assessment fees to the Texas Medical Center (TMC) Corporation for 2025 in the total amount of \$161,975.00.

HHD owns property located at 1115 S. Braeswood which previously served as the City's public health laboratory. This property is within the boundaries of the TMC, which makes HHD a TMC member. As such, HHD is required to pay annual assessments to TMC for security and maintenance. The security assessments include campus patrols, crime suppression, perimeter control, traffic control, campus vehicle assists and information, safety and emergency preparedness information to the institutions. The maintenance assessments encompass maintenance of streets, esplanades, sidewalks, parks, routine lawn care, and tree trimming.

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.

Stephen L. Williams, M.Ed., M.P.A. Director - Houston Health Department

Estimated Spending Authority

Department	FY26	Out Years	Total

Houston	Health	\$161,975.00	-	\$161,975.00
Department				

Amount and Source of Funding:

\$161,975.00

Fund Name: General Fund

Fund No.: 1000

Contact Information:

Reyes Ramirez

Office: 832-393-4860 Mobile: 713-907-5962

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 5/16/2025

HHD - Texas Medical Center Assessment

Agenda Item#: 1.

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Background:

MOTION approving and authorizing payment of the annual assessment fees to the Texas Medical Center Corporation for 2025 in the total amount of \$161.975.00.

SPECIFIC EXPLAINATION

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HHD owns property located at 1115 S. Braeswood which previously served as the City's public health laboratory. This property is within the boundaries of the TMC, which makes HHD a TMC member. As such, HHD is required to pay annual assessments to TMC for security and maintenance. The security assessments include campus patrols, crime suppression, perimeter control, traffic control, campus vehicle assists and information, safety and emergency preparedness information to the institutions. The maintenance assessments encompass maintenance of streets, esplanades, sidewalks, parks, routine lawn care, and tree trimming.

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:

Stephen Williams

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Estimated Spending Authority

Departn	nent	FY26	Out Years	Total
Houston	Health	\$161,975.00	-	\$161,975.00
Department				

Amount and Source of Funding:

\$161,975.00

Fund Name: General Fund

Fund No.: 1000

Contact Information:

Reyes Ramirez Office: 832-393-4860 Mobile: 713-907-5962

ATTACHMENTS:

Description

Certification of Funds

TMC Assessment Annual Invoice Signed RCA TX Med Center Funding Verification

Type

Financial Information Backup Material Signed Cover sheet Financial Information



Meeting Date: 8/19/2025

Item Creation Date: 8/4/2025

2025-0022 Electric Vehicles

Agenda Item#: 2.

Summary:

HIGHLAND ELECTRIC VEHICLES, INC for Purchase of Twenty-Five (25) Light-Duty Electric Vehicles and Ten (10) E-Transit Electric Vans for the Houston Airport System - \$2,331,383.90 -Enterprise Fund

Background:

Background:

Formal Bids received for ITB 2025-0022 - Approve the Purchase of twenty-five (25) light-duty electric vehicles and ten (10) E-Transit electric vans in the amount of \$2,331,383.90 for the Houston Airport System.

Specific Explanation:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-five (25) light-duty electric vehicles and ten (10) E-Transit electric vans in the amount of \$2,331,383.90 for the Houston Airport System and that authorization be given to issue purchase orders to **Highland Electric Vehicles**, **Inc**.

These vehicles will be used to enhance sustainability efforts at IAH, HOU, and EFD by transitioning its fleet from Internal Combustion Emission Vehicles (ICE) to Electric Vehicles. The electric pick-up trucks will replace 25 ICE vehicles, reducing HAS's carbon footprint, fossil fuel consumption, and Operations and Maintenance (O&M) Costs. The electric vans will replace ten (10) conventionally fueled service vans used for Information Technology (IT) and electrical support, including operations and maintenance between HAS facilities. Historical internal records indicate that each van logs approximately 5,000 miles per year.

DBE Participation:

Zero Percent goal approved by the Office of Business Opportunity

Hire Houston First:

The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses, while supporting job creation. In this case, **Highland Electric Vehicles, Inc.**, does not meet the requirements for the HHF designation.

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	Department Approval Authority
Chief Procurement Officer	Signature

Estimated Spending Authority					
Department FY 2026 Out Years Total					
Houston Airport System	\$2,331,383.90	\$0	\$2,331,383.90		

Amount and Source of Funding: \$2,331,383.90 HAS Capital Outlay Fund No: 8012

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

Signed coversheet Signed Cover sheet



Meeting Date: 8/19/2025

Item Creation Date: 8/4/2025

2025-0022 Electric Vehicles

Agenda Item#: 3.

Background:

Background:

Formal Bids received for ITB 2025-0022 - Approve the Purchase of twenty-five (25) light-duty electric vehicles and ten (10) E-Transit electric vans in the amount of \$2,331,383.90 for the Houston Airport System.

Specific Explanation:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve the purchase of twenty-five (25) light-duty electric vehicles and ten (10) E-Transit electric vans in the amount of \$2,331,383.90 for the Houston Airport System and that authorization be given to issue purchase orders to **Highland Electric Vehicles**, **Inc.**

These vehicles will be used to enhance sustainability efforts at IAH, HOU, and EFD by transitioning its fleet from Internal Combustion Emission Vehicles (ICE) to Electric Vehicles. The electric pick-up trucks will replace 25 ICE vehicles, reducing HAS's carbon footprint, fossil fuel consumption, and Operations and Maintenance (O&M) Costs. The electric vans will replace ten (10) conventionally fueled service vans used for Information Technology (IT) and electrical support, including operations and maintenance between HAS facilities. Historical internal records indicate that each van logs approximately 5,000 miles per year.

DBE Participation:

Zero Percent goal approved by the Office of Business Opportunity

Hire Houston First:

-DocuSigned by:

The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses, while supporting job creation. In this case, **Highland Electric Vehicles, Inc.**, does not meet the requirements for the HHF designation.

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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6121834A077G41A	
Jedediah Greenfield	Department Approval Authority
Chief Procurement Officer	Signature

Estimated Spending Authority					
Department FY 2026 Out Years Total					
Houston Airport System	\$2,331,383.90	\$0	\$2,331,383.90		

Amount and Source of Funding:

\$2,331,383.90 HAS Capital Outlay

Fund No: 8012

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

 Certification of Funds
 Backup Material

 Insurance
 Backup Material

 AM Rest Rating
 Backup Material

Drug Forms
Backup Material
Ownership Information Forms
Backup Material
Tax Statement
Backup Material
Form 1295
Backup Material
SAM Registration
Backup Material
POP Forms
Backup Material
Secretary of State Registration
Backup Material
Backup Material



Meeting Date: 8/19/2025 ALL Item Creation Date:

SR1619242939 - Water and Wastewater Pumps, Motors, and Repair Services (Xylem Dewatering Solutions, Inc.) - MOTION

Agenda Item#: 3.

Summary:

APPROVE spending authority in an amount not to exceed \$445,906.92 for Purchase of Water and Wastewater Pumps, Motors and Repair Services through the Cooperative Purchasing Agreement with BuyBoard for the Fleet Management Department, from **XYLEM DEWATERING SOLUTIONS, INC** - Fleet Management Fund

Background:

S05-SR1619242939 - Approve spending authority to purchase water and wastewater pumps, motors and repair services from Xylem Dewatering Solutions, Inc., through the Cooperative Purchasing Agreement with BuyBoard in an amount not to exceed \$445,906.92. The Cooperative Agreement expires June 30, 2026. If BuyBoard and Xylem Dewatering Solutions, Inc. agree to extend the Cooperative Agreement before the expiration date, this award authorizes the City to purchase similar water and wastewater pumps, motors, and repair services under the extended Cooperative Agreement and automatically extends the term of this award to match the term of the extended Cooperative Agreement.

Specific Explanation:

The Director of the Fleet Management Department (FMD) and the Chief Procurement Officer (CPO) recommend that City Council approve spending authority to purchase water and wastewater pumps, motors, and repair services through the Cooperative Purchasing Agreement with BuyBoard in an amount not to exceed \$445,906.92 for the FMD and that authorization be given to make purchases, as needed, from the BuyBoard contract supplier Xylem Dewatering Solutions, Inc. This amount is anticipated to fund three (3) years of water and wastewater pumps, motors, and repair services from Xylem Dewatering Solutions, Inc.

The Cooperative Agreement expires June 30, 2026 ("Expiration Date"). If BuyBoard and Xylem Dewatering Solutions, Inc. agree to extend the Cooperative Agreement before the expiration date, this award authorizes the City to purchase similar pumps, motors, and repair services under the extended Cooperative Agreement and automatically extends the term of this award to match the term of the extended Cooperative Agreement. If BuyBoard and Xylem Dewatering Solutions, Inc. do not agree to extend the Cooperative Agreement before the expiration date, but BuyBoard and Xylem Dewatering Solutions, Inc. execute a new Cooperative Agreement with

substantially similar terms and conditions, as determined by the CPO and Director of the FMD in conjunction with the City Attorney, as the existing Cooperative Agreement before the end of the term of this award, this award authorizes the City to purchase similar pumps, motors, and repair services under the new Cooperative Agreement and automatically extends the term of this award to match the term of the new Cooperative Agreement. Notwithstanding the foregoing, the term of this award, including any renewals or extensions, shall not exceed ten years.

This recommendation is made pursuant to subsection 791.025 of the Texas Government Code, which provides that "a local government may agree with another local government or with the state or a state agency, including the comptroller, to purchase good s and services" and that such a purchase "satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services."

M/WBE Participation:

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

Houston Hire 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:

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

ESTIMATED SPENDING AUTHORITY

Department	FY 2026	Out Years	Total
Fleet Management	\$147,206.45	\$298,700.47	\$445,906.92

Amount and Source of Funding:

\$445,906.92

Fleet Management Fund

Fund No.: 1005

Contact Information:

Desiree Heath SPD 832-393-8742 Candice Gambrell SPD 832-393-9129 Jedediah Greenfield SPD 832-393-9126

ATTACHMENTS:

Description

Signed coversheet

Type

Signed Cover sheet



Meeting Date: ALL Item Creation Date:

SR1619242939 - Water and Wastewater Pumps, Motors, and Repair Services (Xylem Dewatering Solutions, Inc.) - MOTION

Agenda Item#:

Background:

S05-SR1619242939 - Approve spending authority to purchase water and wastewater pumps, motors and repair services from Xylem Dewatering Solutions, Inc., through the Cooperative Purchasing Agreement with BuyBoard in an amount not to exceed \$445,906.92. The Cooperative Agreement expires June 30, 2026. If BuyBoard and Xylem Dewatering Solutions, Inc. agree to extend the Cooperative Agreement before the expiration date, this award authorizes the City to purchase similar water and wastewater pumps, motors, and repair services under the extended Cooperative Agreement and automatically extends the term of this award to match the term of the extended Cooperative Agreement.

Specific Explanation:

The Director of the Fleet Management Department (FMD) and the Chief Procurement Officer (CPO) recommend that City Council approve spending authority to purchase water and wastewater pumps, motors, and repair services through the Cooperative Purchasing Agreement with BuyBoard in an amount not to exceed \$445,906.92 for the FMD and that authorization be given to make purchases, as needed, from the BuyBoard contract supplier Xylem Dewatering Solutions, Inc. This amount is anticipated to fund three (3) years of water and wastewater pumps, motors, and repair services from Xylem Dewatering Solutions, Inc.

The Cooperative Agreement expires **June 30, 2026** ("Expiration Date"). If BuyBoard and **Xylem Dewatering Solutions, Inc.** agree to extend the Cooperative Agreement before the expiration date, this award authorizes the City to purchase similar pumps, motors, and repair services under the extended Cooperative Agreement and automatically extends the term of this award to match the term of the extended Cooperative Agreement. If BuyBoard and **Xylem Dewatering Solutions, Inc.** do not agree to extend the Cooperative Agreement before the expiration date, but BuyBoard and **Xylem Dewatering Solutions, Inc.** execute a new Cooperative Agreement with substantially similar terms and conditions, as determined by the CPO and Director of the FMD in conjunction with the City Attorney, as the existing Cooperative Agreement before the end of the term of this award, this award authorizes the City to purchase similar pumps, motors, and repair services under the new Cooperative Agreement and automatically extends the term of this award to match the term of the new Cooperative Agreement. Notwithstanding the foregoing, the term of this award, including any renewals or extensions, shall not exceed ten years.

This recommendation is made pursuant to subsection 791.025 of the Texas Government Code, which provides that "a local government may agree with another local government or with the state or a state agency, including the comptroller, to purchase good s and services" and that such a purchase "satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services."

M/WBE Participation:

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

Houston Hire 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:

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

cela

Department Approval Authority

Gary Glasscock

ESTIMATED SPENDING AUTHORITY

Department	FY 2026	Out Years	Total
Fleet Management	\$147,206.45	\$298,700.47	\$445,906.92

Amount and Source of Funding: \$445,906.92

Fleet Management Fund

Fund No.: 1005

Contact Information:

Desiree Heath SPD Candice Gambrell SPD 832-393-8742 832-393-9129 Jedediah Greenfield SPD 832-393-9126

ATTACHMENTS:

Description	Туре
MWBE Goal Waiver	Backup Material
Xylem Dewatering Solutions Contract	Backup Material
Request to Purchase from Cooperative	Backup Material
Justification Approval	Backup Material
Ownership Forms	Backup Material
1295 Certificate	Backup Material
Clear Tax Report	Backup Material
Certification of Funds	Financial Information
Form A	Financial Information



Meeting Date: 8/19/2025 District I, District J Item Creation Date: 6/30/2025

HCD25-91 Resolution of No Objection - City

Agenda Item#: 4.

Summary:

RESOLUTION confirming No Objection to proposed development of certain properties as Affordable Rental Housing, each located in the City of Houston, Texas, and the submittal of applications for Non-Competitive 4% Housing Tax Credits for such developments - **DISTRICTS I** - MARTINEZ and J - POLLARD

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for two multifamily developments listed below:

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

In order to apply for the 4% tax credits, the developer must present a Resolution of No Objection from the governing body of the jurisdiction in which the development is located.

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

A public hearing on this Resolution was held on August 13, 2025.

Michael	Nichols.	Director		

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description

Cover Sheet

Type

Signed Cover sheet



Meeting Date: 8/19/2025 District I, District J Item Creation Date: 6/30/2025

HCD25-91 Resolution of No Objection - City

Agenda Item#: 9.

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for two multifamily developments listed below:

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

In order to apply for the 4% tax credits, the developer must present a Resolution of No Objection from the governing body of the jurisdiction in which the development is located.

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

A public hearing on this Resolution was held on August 13, 2025.

—DocuSigned by:

Michael2Nic975P5,929frector

Contact Information:

Roxanne Lawson (832) 394-6307



Meeting Date: 8/19/2025 ETJ

Item Creation Date: 7/7/2025

HCD25-90 Resolution of No Objection - ETJ

Agenda Item#: 5.

Summary:

RESOLUTION confirming No Objection to Proposed Development of certain properties as Affordable Rental Housing, each located in the Extraterritorial Jurisdiction of the City of Houston, Texas or having been annexed into the City of Houston only for Limited Purposes, and the submittal of applications for Non-Competitive 4% Housing Tax Credits for such developments

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the multifamily developments listed below:

TDHCA APP#	Development Name	Development Address	Construction Type	Target 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.

In order to apply for the 4% tax credits, the developer must present a Resolution of No Objection from the governing body of the jurisdiction in which the development is located (including the City's extraterritorial jurisdiction).

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

A public hearing on this Resolution was held on August 13, 2025.

Michael Nichols, Director

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description

Cover Sheet

Type

Signed Cover sheet



Meeting Date: 8/19/2025 ETJ Item Creation Date: 7/7/2025

HCD25-90 Resolution of No Objection - ETJ

Agenda Item#: 8.

Background:

The Housing and Community Development Department (HCD) recommends Council approve a Resolution of No Objection for two applicants seeking 4% Housing Tax Credits (HTCs) for the multifamily developments listed below:

TDHCA APP#	Development Name	•	Construction Type	Target 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.

In order to apply for the 4% tax credits, the developer must present a Resolution of No Objection from the governing body of the jurisdiction in which the development is located (including the City's extraterritorial jurisdiction).

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

A public hearing on this Resolution was held on August 13, 2025.

--- DocuSigned by:

Michaelt Wielrods 92 Director

Contact Information:

Roxanne Lawson (832) 394-6307



Meeting Date: 8/19/2025

Item Creation Date:

FIN - CUS 2025 TWDB

Agenda Item#: 6.

Summary:

ORDINANCE approving and authorizing financing agreement between the City of Houston and the **TEXAS WATER DEVELOPMENT BOARD** in connection with the State Water Implementation Fund for Texas for the East Water Plant Enhancement Project

Background:

RECOMMENDATION:

Approve an Ordinance approving and authorizing a Financing Agreement between the City of Houston and the Texas Water Development Board in connection with the State Water Implementation Fund for Texas for the East Water Plant Enhancement Project; containing other provisions relating to the subject; and declaring an emergency.

SPECIFIC EXPLANATION:

The Texas Water Development Board (TWDB) administers a program, the State Water Implementation Fund for Texas (SWIFT), that provides below market, low-interest rate loans to provide financing for eligible political subdivisions. The City of Houston applied to the TWDB for loans of \$966,090,000 to be issued over a multi-year period, and the TWDB approved the City's application. The loan rates will be at TWDB's expected AAA rated financing cost adjusted for a subsidy determined by the TWDB for each funding cycle (up to 14%).

For the first round of SWIFT funding, entities submitted projects to the TWDB using an abridged application on February 3, 2025. The projects were prioritized and approved for moving to the next application phase by the TWDB on April 10, 2025. The City of Houston submitted a regional project to the TWDB in the initial abridged application phase and the project was approved by the TWDB. This water project is included in the FY2025-FY2029 Adopted Capital Improvement Plan (CIP). The Ordinance covered by this RCA is step two in the same financing arrangement.

A requirement to receive funding under the TWDB SWIFT program is for the City to enter into a financing agreement with the TWDB. The proposed ordinance will be to approve and authorize that financing agreement. A future ordinance will be presented to City Council to approve and authorize the issuance of the City of Houston Combined Utility System First Lien Revenue Bonds, Series 2025 (Series 2025 Bonds). The Series 2025 Bonds will be privately placed with the TWDB, which eliminates the need for underwriters. The closing is expected to occur in November 2025.

This transaction was presented to the Budget and Fiscal Affairs Committee on July 29, 2025.

Michael Buseward, Other Business Other/Birector of Fillation Other Heilie, Flouster Ory Controller

Prior Council Action:

Res. No. 2025-20

Contact Information:

Alma Tamborello Phone: 832-393-9099 Vernon Lewis Phone: 832-393-3518

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025

Item Creation Date:

FIN - CUS 2025 TWDB

Agenda Item#: 12.

Summary:

NOT A REAL CAPTION

ORDINANCE for Financing Agreement between the City of Houston and the Texas Water Development Board for the State Water Implementation Fund for Texas, authorizing the City of Houston Combined Utility System First Lien Revenue Bonds Closing, Series 2025, for the East Water Plant Enhancement Project in an aggregate amount not to exceed \$350 million. These bonds will be privately placed with the Texas Water Development Board.

Background:

RECOMMENDATION:

Approve an Ordinance approving and authorizing a Financing Agreement between the City of Houston and the Texas Water Development Board in connection with the State Water Implementation Fund for Texas for the East Water Plant Enhancement Project; containing other provisions relating to the subject; and declaring an emergency.

SPECIFIC EXPLANATION:

The Texas Water Development Board (TWDB) administers a program, the State Water Implementation Fund for Texas (SWIFT), that provides below market, low-interest rate loans to provide financing for eligible political subdivisions. The City of Houston applied to the TWDB for loans of \$966,090,000 to be issued over a multi-year period, and the TWDB approved the City's application. The loan rates will be at TWDB's expected AAA rated financing cost adjusted for a subsidy determined by the TWDB for each funding cycle (up to 14%).

For the first round of SWIFT funding, entities submitted projects to the TWDB using an abridged application on February 3, 2025. The projects were prioritized and approved for moving to the next application phase by the TWDB on April 10, 2025. The City of Houston submitted a regional project to the TWDB in the initial abridged application phase and the project was approved by the TWDB. This water project is included in the FY2025-FY2029 Adopted Capital Improvement Plan (CIP). The Ordinance covered by this RCA is step two in the same financing arrangement.

A requirement to receive funding under the TWDB SWIFT program is for the City to enter into a financing agreement with the TWDB. The proposed ordinance will be to approve and authorize that financing agreement. A future ordinance will be presented to City Council to approve and authorize the issuance of the City of Houston Combined Utility System First Lien Revenue Bonds, Series 2025 (Series 2025 Bonds). The Series 2025 Bonds will be privately placed with the TWDB, which eliminates the need for underwriters. The closing is expected to occur in November 2025.

This transaction was presented to the Budget and Fiscal Affairs Committee on July 29, 2025.

DocuSigned by:

Melissa Dubowski, Chief Business Officer/Director of Finance

Chris Hollins, Houston City Controller

Prior Council Action:

Res. No. 2025-20

Contact Information:



Certificate Of Completion

Envelope Id: E9F86048-2D0E-4501-AFA1-38AB05E84072

Subject: Complete with Docusign: Final RCA - 2025 TWDB.pdf

Source Envelope:

Document Pages: 1 Signatures: 2
Certificate Pages: 5 Initials: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Lauren Yaxon 611 Walker St.

HITS

Houston, TX 77002

Lauren.Yaxon@houstontx.gov IP Address: 204.235.229.249

Record Tracking

Status: Original

8/13/2025 1:17:58 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Lauren Yaxon

Lauren.Yaxon@houstontx.gov

Pool: FedRamp

Pool: City of Houston IT Services

Location: DocuSign

Location: Docusign

Signer Events

Alma Tamborello

Alma.Tamborello@houstontx.gov Deputy Director, Finance Department

City of Houston IT Services

Security Level: Email, Account Authentication

(None)

Signature

 $\int_{\mathcal{U}}^{DS}$

Signature Adoption: Pre-selected Style Using IP Address: 204.235.229.249

Timestamp

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Melissa Dubowski

Melissa.Dubowski@houstontx.gov

Chief Business Officer/Director of Finance

City of Houston IT Services

Security Level: Email, Account Authentication

(None)

DocuSigned by:

76B4CD915D404C7

Signature Adoption: Uploaded Signature Image

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Signed using mobile

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Vernon M Lewis

 $Vernon. Lew is @\,houstontx.gov$

Deputy City Controller

City of Houston IT Services Security Level: Email, Account Authentication

(None)

os VM

Signature Adoption: Pre-selected Style Using IP Address: 204.235.229.251

Sent: 8/14/2025 2:25:35 PM Viewed: 8/15/2025 3:00:10 PM Signed: 8/15/2025 3:00:15 PM

Sent: 8/15/2025 3:00:17 PM

Viewed: 8/19/2025 10:53:06 AM

Signed: 8/19/2025 10:53:22 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Chris Hollins

chris.hollins@houstontx.gov

City Controller

Security Level: Email, Account Authentication

(None)

Signed by: 58A54327117A4AE...

Signature Adoption: Drawn on Device

Using IP Address:

2600:100d:b077:146:4594:a2e2:72b2:9aac

Signed using mobile

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Elvira Ontiveros Elvira.Ontiveros@houstontx.gov Interim Division Manager City of Houston IT Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 8/13/2025 2:53:32 PM
Lillian Rodriguez Lillian.Rodriguez@houstontx.gov	COPIED	Sent: 8/15/2025 3:00:17 PM Viewed: 8/15/2025 3:50:14 PM

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Signature

Signer Events

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Accepted: 7/22/2025 1:04:09 PM ID: fdbbb579-409d-4a44-a947-9e713983cb1f

(None)

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Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	8/13/2025 1:19:14 PM	
Certified Delivered	Security Checked	8/19/2025 10:53:06 AM	
Signing Complete	Security Checked	8/19/2025 10:53:22 AM	
Completed	Security Checked	8/19/2025 10:53:22 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Houston - Information Technology:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise City of Houston - Information Technology of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Houston - Information Technology

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Houston - Information Technology

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@houstontx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Houston Information Technology as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Houston Information Technology during the course of your relationship with City of Houston Information Technology.



Meeting Date: 8/19/2025 ALL Item Creation Date: 6/25/2025

HCD25-77 Healthcare for the Homeless - Houston - Subrecipient Agreement

Agenda Item#: 7.

Summary:

ORDINANCE approving and authorizing Subrecipient Agreement between City of Houston and **HEALTHCARE FOR THE HOMELESS - HOUSTON** to provide Home Investment Partnerships Program - American Rescue Plan and Community Development Block Grant Funding to provide Street Medicine Program for individuals experiencing homelessness - \$700,000.00 - Grant Fund

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 Healthcare for the Homeless - Houston, providing up to \$700,000.00 in HOME Investment Partnerships Program - American Rescue Plan (HOME-ARP) and Community Development Block Grant (CDBG) funding for a program that will serve approximately 200 individuals annually. Healthcare for the Homeless - Houston's Street Medicine program delivers vital wraparound services directly to those living in encampments.

Healthcare for the Homeless - Houston's Street Medicine program offers primary and urgent medical care, substance use treatment and mental health support, HIV and STI testing, and more. The Street Medicine program is in partnership with The Way Home, Houston's homeless response system, and will utilize the Coordinated Entry (CE) system for housing assessments.

CATEGORY	HOME-ARP	CDBG	TOTAL	PERCENT
Year 1				
Program	\$314,000.00	\$0.00	\$314,000.00	90.00%
Administration	\$0.00	\$34,900.00	\$34,900.00	10.00%
Year 2				
Program	\$316,000.00	\$0.00	\$316,000.00	90.00%
Administration	\$0.00	\$35,100.00	\$35,100.00	10.00%
TOTAL	\$630,000.00	\$70,000.00	\$700,000.00	

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City of Houston invited organizations to submit proposals under a Request for Expression of Interest (REI). Healthcare for the Homeless - Houston was one of the agencies that responded and was selected from the applicants that proposed an outreach activity.

The initial Agreement period is from September 1, 2025, to August 31, 2026, with an option to renew at the City's discretion. Healthcare for the Homeless - Houston has received funding from the City of Houston since 2003. HHH had one finding on their last compliance monitoring review due to a late payment submission, which has since been resolved.

Fiscal Note:

No fiscal note is required for grant items.

This item was reviewed by the Quality of Life Committee on July 28, 2025.

Michael Nichala Discator

Michael Nichols, Director

Amount and Source of Funding:

\$700,000.00 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: 6/25/2025

HCD25-77 Healthcare for the Homeless - Houston - Subrecipient Agreement

Agenda Item#: 43.

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 Healthcare for the Homeless - Houston, providing up to \$700,000.00 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) and Community Development Block Grant (CDBG) funding for a program that will serve approximately 200 individuals annually. Healthcare for the Homeless - Houston's Street Medicine program delivers vital wraparound services directly to those living in encampments.

Healthcare for the Homeless - Houston's Street Medicine program offers primary and urgent medical care, substance use and mental health support, HIV and STI testing, and more. The Street Medicine program is in partnership with The Way Home, Houston's homeless response system, and will utilize the Coordinated Entry (CE) system for housing assessments.

CATEGORY	HOME-ARP	CDBG	TOTAL	PERCENT
Year 1				
Program	\$314,000.00	\$0.00	\$314,000.00	90.00%
Administration	\$0.00	\$34,900.00	\$34,900.00	10.00%
Year 2				
Program	\$316,000.00	\$0.00	\$316,000.00	90.00%
Administration	\$0.00	\$35,100.00	\$35,100.00	10.00%
TOTAL	\$630,000.00	\$70,000.00	\$700,000.00	

In March 2025, in partnership with Harris County and the Coalition for the Homeless of Houston/Harris County, the City of Houston invited organizations to submit proposals under a Request for Expression of Interest (REI). Healthcare for the Homeless - Houston was one of the agencies that responded and was selected from the applicants that proposed an outreach activity.

The initial agreement period is from September 1, 2025, to August 31, 2026, with an option to renew at the City's discretion. Healthcare for the Homeless - Houston has received funding from the City of Houston since 2003. HHH had one finding on the last compliance monitoring due to a late payment submission, which has since been resolved.

This item was reviewed by the Quality of Life Committee on July 28, 2025.

Fiscal Note:

No fiscal neign is required for grant items.

Michael28A1MirchotsciDirector

Amount and Source of Funding:

\$700,000.00 Federal Government - Grant Fund - (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

DescriptionPublic Notice
Fact Sheet

Ownership Form

Type

Public Notice Backup Material Backup Material



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/2/2025

HCD25-78 Covenant House TX, Second Amendment

Agenda Item#: 8.

Summary:

ORDINANCE approving and authorizing second amendment to Subrecipient Agreement between City of Houston and **COVENANT HOUSE TEXAS** to provide Homeless Housing and Services Program Youth Set-Aside Funds for continued administration and operation of Emergency Shelter for individual youth experiencing homelessness - \$200,000.00 - Grant Fund

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Second Amendment to the Subrecipient Agreement between the City of Houston (City) and Covenant House Texas (Covenant House), providing up to an additional \$200,000.00 in FY2025 Homeless Housing and Services Program – Youth (HHSP-Y) funds for the continued operation of a Youth Homeless Program.

Covenant House will continue to provide emergency shelter and transitional living services, case management, and essential services to 80 unaccompanied homeless young adults aged 18 to 24.

CATEGORY	AMOUNT	PERCENT
Program	\$200,000.00	100.00%
Administration	\$0.00	0.00%
Total	\$200,000.00	100.00%

Covenant House was initially selected by Child Care Council, Inc. (CCC) as a service provider while CCC was serving as administrator of the City's Homeless Services Program (HSP). To avoid a gap in services, the City selected Covenant House Texas from the existing HSP providers to continue operations.

The initial Agreement period was from April 8, 2024, to March 31, 2025, and a First Amendment extended this Agreement through March 31, 2026. This Second Amendment will provide additional funding, but will not extend the Agreement period.

As of May 2025, Covenant House has met 25% of its client goal and utilized approximately 12% of its First Amendment funds. Covenant House has received funding from the City of Houston since 2009. There were no findings during their most recent annual compliance monitoring review.

Fiscal Note:

No fiscal note is required for grant items.

This item was presented to the Quality of Life Committee on July 28, 2025.

Michael Nichols, Director

Prior Council Action:

04/03/2024 (O) 2024-198; 02/26/2025 (O) 2025-124

Amount and Source of Funding:

\$200,000.00 State – Grant Fund (5010)

Contact Information:

Roxanne Lawson, (832) 394-6307

ATTACHMENTS:

Description

Type

Cover Sheet Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 7/2/2025

HCD25-78 Covenant House TX, Second Amendment

Agenda Item#: 25.

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Second Amendment to the Subrecipient Agreement between the City of Houston (City) and Covenant House Texas (Covenant House), providing up to an additional \$200,000.00 in FY2025 Homeless Housing and Services Program - Youth (HHSP-Y) funds for the continued operation of a Youth Homeless Program.

Covenant House will continue to provide emergency shelter and transitional living services, case management, and essential services to 80 unaccompanied homeless young adults aged 18 to 24.

CATEGORY	AMOUNT	PERCENT
Program	\$200,000.00	100.00%
Administration	\$0.00	0.00%
Total	\$200,000.00	100.00%

Covenant House was initially selected by Child Care Council, Inc. (CCC) as a service provider while CCC was serving as administrator of the City's Homeless Services Program (HSP). To avoid a gap in services, the City selected Covenant House Texas from the existing HSP providers to continue operations.

The initial Agreement period was from April 8, 2024, to March 31, 2025, and a First Amendment extended this Agreement through March 31, 2026. This Second Amendment will only provide additional funding and will not extend the Agreement period.

As of May 2025, Covenant House has met 25% of its client goal and utilized approximately 12% of its First Amendment funds. Covenant House has received funding from the City of Houston since 2009. There were no findings during their most recent annual compliance monitoring review.

Fiscal Note:

No fiscal note is required for grant items.

This item was a resented to the Quality of Life Committee on July 28, 2025.

Michael Mchols Michael Mislands of Director

Prior Council Action:

04/03/2024 (O) 2024-198; 02/26/2025 (O) 2025-124

Amount and Source of Funding:

\$200,000.00 State - Grant Fund (5010)

Contact Information:

Roxanne Lawson, (832) 394-6307

ATTACHMENTS:

Description Type Prior Council Action - Initial Agreement **Backup Material** Prior Council Action - First Amendment **Backup Material**

Fact Sheet **Backup Material**



Meeting Date: 8/19/2025
ALL

Item Creation Date: 7/11/2025

HCD25-84 Bread of Life - Subrecipient Agreement

Agenda Item#: 9.

Summary:

ORDINANCE approving and authorizing second amendment to Subrecipient Agreement between City of Houston and **BREAD OF LIFE, INC** to extend term of agreement and provide additional Housing Opportunities for Persons With AIDS Funds to provide Housing and Supportive Services for low income households in which one or more member are living with HIV/AIDS - Through November 30, 2025 - \$575,630.00 - Grant Fund

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Second Amendment to the Subrecipient Agreement between the City of Houston (City) and Bread of Life, Inc. (BOL), providing up to \$575,630.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a project that provides: (1) Tenant-Based Rental Assistance (TBRA); (2) Short-Term Rent, Mortgage, and Utility Assistance (STRMU); (3) Permanent Housing Placement Services (PHPS); and (4) Supportive Services for 107 low income households living with HIV/AIDS.

Housing assistance will continue to be provided as follows: (1) TBRA for 97 households, (2) STRMU for five households, and (3) PHPS for five households to provide housing stability and prevent homelessness. Supportive Services will include case management, mental and behavioral health, and other services that will promote housing stability, improve access to care or related services, and reinforce opportunities towards independent living for all household members.

Category	Amount	Percent
Tenant-Based Rental Assistance	\$372,620.00	64.73%
Supportive Services	\$128,810.00	22.38%
Short-Term Rent, Mortgage, and Utility	\$48,680.00	8.46%
Assistance		
Administrative	\$25,520.00	4.43%
Permanent Housing Placement Services	\$0.00	0.00%
Total	\$575,630.00	100.00%

BOL was selected through an emergency procurement process to administer HOPWA services to currently served households upon notification, in March 2023, that a previously contracted agency

would discontinue services. The initial term began June 1, 2023 and was extended through extensions and an Amendment to August 31, 2025. This Second Amendment will extend the term and provide funding through November 30, 2025.

As of June 2025, Bread of Life has expended approximately 96% of their allocated funding and served approximately 103% of their client goal. BOL has received funding through various Agreements with the City since 1999 and had no findings on their last compliance monitoring review.

Fiscal Note:

No Fiscal Note is required on grant items.

This item was reviewed by the Quality of Life Committee on July 28, 2025.

Art the boundary

Michael Nichols, Director

Prior Council Action:

5/17/2023 (O) 2023-336; 7/10/2024 (O) 2024-507

Amount and Source of Funding:

\$575,630.00 Federal Government – Grant Funded (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Signed Cover Sheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/11/2025

HCD25-84 Bread of Life - Subrecipient Agreement

Agenda Item#: 17.

Background:

The Housing and Community Development Department (HCD) recommends Council approval of an Ordinance authorizing a Second Amendment to the Subrecipient Agreement between the City of Houston (City) and Bread of Life, Inc. (BOL), providing up to \$575,630.00 in Housing Opportunities for Persons with AIDS (HOPWA) funds for a project that provides: (1) Tenant-Based Rental Assistance (TBRA); (2) Short-Term Rent, Mortgage, and Utility Assistance (STRMU); (3) Permanent Housing Placement Services (PHPS); and (4) Supportive Services for 107 low income households living with HIV/AIDS.

Housing assistance will continue to be provided as follows: (1) TBRA for 97 households, (2) STRMU for five households, and (3) PHPS for five households to provide housing stability and prevent homelessness. Supportive Services will include case management, mental and behavioral health, and other services that will promote housing stability, improve access to care or related services, and reinforce opportunities towards independent living for all household members.

Category	Amount	Percent
Tenant-Based Rental Assistance	\$372,620.00	64.73%
Supportive Services	\$128,810.00	22.38%
Short-Term Rent, Mortgage, and Utility Assistance	\$48,680.00	8.46%
Administrative	\$25,520.00	4.43%
Permanent Housing Placement Services	\$0.00	0.00%
Total	\$575,630.00	100.00%

BOL was selected through an emergency procurement process to administer HOPWA services to currently served households upon notification, in March 2023, that a previously contracted agency would discontinue services. The initial term began June 1, 2023 and was extended through extensions and an Amendment to August 31, 2025. This Second Amendment will extend the term and provide funding through November 30, 2025.

As of June 2025, Bread of Life has expended approximately 96% of their allocated funding and served approximately 103% of their client goal. BOL has received funding through various Agreements with the City since 1999 and had no findings on their last compliance monitoring review.

Fiscal Note:

No Fiscal Note is required on grant items.

கும் sign was reviewed by the Quality of Life Committee on July 28, 2025.

Michael Mohols — Michaels Director

Prior Council Action:

5/17/2023 (O) 2023-336; 7/10/2024 (O) 2024-507

Amount and Source of Funding:

\$575,630.00 Federal Government – Grant Funded (5000)

Contact Information:

Roxanne Lawson (832) 394-6307

ATTACHMENTS:

Description Type

Public Notice Public Notice

City Ordinnce - Prior Council Action
Ordinance - Prior Council Action
Affidavit of Ownership
Signed PNFDF
SAP Docs
Fact Sheet

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



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/30/2025

HHD-Healthy Homes Production Grant

Agenda Item#: 10.

Summary:

ORDINANCE approving and authorizing Director of City of Houston Health Department to accept and expend Grant Award between City of Houston and UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT for Healthy Homes Production Grant Program to address multiple childhood diseases and injuries in the home by focusing on housing-related hazards for the Houston Health Department; authorizing the Director to expend the Grant Funds, as awarded, and to apply for and accept all subsequent awards, if any, pertaining to the Grant

Background:

The Houston Health Department (HHD) requests City Council approval of an ordinance authorizing a grant application and award for the United States Department of Housing and Urban Development (HUD) for Healthy Homes Production Grant Program. The initial budget period for this grant is from December 02, 2024 to January 14, 2028 for an amount of \$2,000,000. The City is not required to provide a matching cash contribution.

SPECIFIC EXPLANATION

The Healthy Homes Production Grant Program uses a comprehensive approach to address multiple childhood diseases and injuries in the home by focusing on housing-related hazards in a coordinated fashion.

The principal goals for Healthy home Production Grant are to:

- 1. Assess health and safety hazards and conduct appropriate interventions in 120 housing units occupied by at-risk children;
- 2. Characterize health and safety risks in targeted housing based on the results of housing assessments;
- 3. Prevent future lead poisoning in children and limit neurological damage;
- 4. Conduct community education on prevention of child illness and injury caused by housing related hazards;
- 5. Develop outreach materials and distribute them by creating a partnership with community-based organizations, faith-based organizations and other community associations.

HHD also requests that City Council authorize the Mayor to execute all related contracts, agreements, amendments and documents with the approval as to form of the City Attorney in connection with the grant assistance program, and to authorize the Director or his designee to act as the City's representative with the authority to apply for, to accept and expend subsequent supplemental awards, if any, and to extend the term and/or budget and project period not to exceed

five years, if extended by HUD during the project period and if it does not require cash matching funds.

GRANT SOURCE

The funding for this project is from a federal government grant from the United States Department of Housing and Urban Development (HUD).

FISCAL NOTE

No Fiscal Note is required on grant items.

Stephen L. Williams, M.Ed., MPA Director – Houston Health Department

Prior Council Action:

2021-1023

Amount and Source of Funding:

\$2,000,000.00 Fund 5000 – Federal Government

Contact Information:

Reyes Ramirez Health Department 713-907-5962

ATTACHMENTS:

Description Type



Meeting Date: 8/19/2025 District A, District E Item Creation Date: 8/6/2025

ARA - Suspend Effective Date of the Statement of Intent to Change Rates and Tariffs filed by Aqua Texas

Agenda Item#: 11.

Summary:

ORDINANCE relating to the water and wastewater rates of **AQUATEXAS**, **INC**. within the City of Houston, Texas; suspending for ninety days the effective date of new rates; maintaining current rates in effect - **DISTRICTS A - PECK and E - FLICKINGER**

Background:

The Administration & Regulatory Affairs Department (ARA) recommends that City Council adopt an ordinance suspending for ninety days the effective date of the new rates, as proposed by the Statement of Intent to Change Rates and Tariffs filed by Aqua Texas, Inc., (Aqua Texas), and maintaining current rates in effect.

Aqua Texas is an investor-owned water and wastewater utility (IOU) with exclusive authority to provide water and sewer services to Houston customers within its certificated service areas as granted under Water Certificate of Convenience (CCN) No. 13203 and Sewer CCN No. 21065.

Aqua Texas serves approximately 46 water customers located in Kingwood's Oak Manor subdivision (Council District E) and 59 sewer customers located in West by Northwest Park/Brittmoore (Council District A).

The City of Houston exercises original jurisdiction over Aqua Texas' rates for customers within city limits under §13.042 of the Texas Water Code.

On June 20, 2025, Aqua Texas filed a Statement of Intent to Change Rates and Tariffs. The request includes a proposal to consolidate all Aqua Texas' 377 water systems into a single water tariff and 66 sewer systems into a single sewer tariff. Aqua Texas filed a similar request with the PUC for customers across its entire service territory in Texas. After preliminary review of the application, ARA rejected the application for deficiencies and notified Aqua Texas on July 11, 2025. Aqua Texas responded to the deficiency notice on July 28 with responsive information and a new proposed effective date of September 2, 2025. ARA accepted Aqua Texas's application with the newly proposed effective date.

Aqua Texas' request will take effect September 2, 2025, unless City Council adopts an ordinance suspending the proposed effective date for 90 days to December 1, 2025. A rate expert will be engaged to assist with the review and to prepare a final recommendation.

ARA recommends that City Council approve an ordinance suspending for ninety (90) days the implementation of the Statement of Intent to Change Rates and Tariffs filed by Aqua Texas, Inc., Aqua Utilities, Inc. and Aqua Development, Inc. d/b/a Aqua Texas (Aqua Texas).

Departmental Approval Authority:

Tina Paez, Director Administration & Regulatory Affairs Department **Other Authorization**

Contact Information:

Nicholas Hadjigeorge Phone: (832) 393-8507 Alisa Tally Phone: (832) 393-8643 Naelah Yahya Phone: (832) 393-8530

ATTACHMENTS:

Description Type



Meeting Date: 8/19/2025

Item Creation Date: 8/5/2025

HAS – Reimbursable Agreement with FAA for Ground Based Augmentation System (GBAS) Flight Inspection at IAH

Agenda Item#: 12.

Summary:

ORDINANCE approving and authorizing Reimbursable Agreement between City of Houston and **FEDERAL AVIATION ADMINISTRATION** for Maintenance and Inspection Services at George Bush Intercontinental Airport/Houston (IAH); providing a maximum contract amount - \$239,660.95 - Enterprise Fund

Background:

RECOMMENDATION:

Adopt an ordinance approving and authorizing a Reimbursable Agreement between the City of Houston and the Federal Aviation Administration (FAA) to provide procedure maintenance and reconfiguration/special flight inspection and/or periodic approach obstacle verification at George Bush Intercontinental Airport/Houston (IAH) and setting a maximum contract amount of \$239,660.95.

SPECIFIC EXPLANATION:

Ground Based Augmentation Systems (GBAS) augment the existing Global Positioning System (GPS) used in U.S. airspace by providing corrections to aircraft in the vicinity of an airport in order to improve the accuracy of, and provide integrity for, these aircrafts' GPS navigational position.

The Federal Aviation Administration (FAA) provides procedure maintenance and reconfiguration/special flight inspection and periodic approach obstacle verification of the GBAS Landing Systems (GLS) at IAH Runways 08L, 08R, 09, 26L, 26R, and 27. The Houston Airport System (HAS) wishes to enter into a Reimbursable Agreement with the FAA so that these services can be provided for a five-year period.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
NA	\$0
Non-Labor	
Procedure Maintenance/Charting	\$41,300.29

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Obstacle Verification	
Non-Labor Subtotal	\$221,908.29
Non-Labor Overhead	\$17,752.66
Total Non-Labor	\$239,660.95
TOTAL ESTIMATED COST	\$239,660.95

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.

Jim Szczesniak	
Houston Airport System	

Estimated Spending Authority			
Department FY2026 Out Years Total			
Houston Airport System	\$43,027.20	\$196,633.75	\$239,660.95

Amount and Source of Funding:

\$239,660.95 HAS Revenue Fund Fund 8001

Contact Information:

Todd Curry 281/233-1896 Steve Runge 281/233-7351

ATTACHMENTS:

Description Type

Signed RCA Coversheet Signed Cover sheet



Meeting Date:

Item Creation Date: 8/5/2025

HAS - Reimbursable Agreement with FAA for Ground Based Augmentation System (GBAS) Flight Inspection 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 provide procedure maintenance and reconfiguration/special flight inspection and/or periodic approach obstacle verification at George Bush Intercontinental Airport/Houston (IAH) and setting a maximum contract amount of \$239,660.95.

SPECIFIC EXPLANATION:

Ground Based Augmentation Systems (GBAS) augment the existing Global Positioning System (GPS) used in U.S. airspace by providing corrections to aircraft in the vicinity of an airport in order to improve the accuracy of, and provide integrity for, these aircrafts' GPS navigational position.

The Federal Aviation Administration (FAA) provides procedure maintenance and reconfiguration/special flight inspection and periodic approach obstacle verification of the GBAS Landing Systems (GLS) at IAH Runways 08L, 08R, 09, 26L, 26R, and 27. The Houston Airport System (HAS) wishes to enter into a Reimbursable Agreement with the FAA so that these services can be provided for a fiveyear period.

Project Costs:

The estimated FAA costs associated with this Reimbursable Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
NA	\$0
Non-Labor	
Procedure Maintenance/Charting	\$41,300.29
Commissioning Flight Inspection and/or Approach	\$180.608.00
Obstacle Verification	Ψ100,000.00
Non-Labor Subtotal	\$221,908.29
Non-Labor Overhead	\$17,752.66
Total Non-Labor	\$239,660.95
TOTAL ESTIMATED COST	\$239,660.95

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.

Director's Signature:

kelly Woodward

Jim Szczesniak

Houston Airport System

Estimated Spending Authority			
Department FY2026 Out Years Total			
Houston Airport	\$43,027.20	\$196,633.75	\$239,660.95
System			

Amount and Source of Funding: \$239,660.95

\$239,660.95 HAS Revenue Fund Fund 8001

Contact Information:

Todd Curry 281/233-1896 Steve Runge 281/233-7351



Meeting Date: 8/19/2025 ALL Item Creation Date:

HITS - FY26 HR Learning Performance System

Agenda Item#: 13.

Summary:

ORDINANCE appropriating \$438,000.00 out of Equipment Acquisition Consolidated Fund for planned Learning Performance System for the Houston Information Technology Services Department on behalf of the Human Resources Department

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$438,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Learning Performance System for Houston Information Technology Services on behalf of Human Resources. 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
HR Learning
Performance System

PROJECT NO. X-800012*

<u>AMOUNT</u> \$438.000.00

This planned project for a new HR Learning Performance System will allow for the replacement of the existing Talent Management System which is reaching end of life/end of support in December 2026. This new system will introduce additional modules designed to strengthen employee development through the automation of compliance tracking, training management, and the promotion of continuous learning opportunities. It will also support alignment between individual goals and organizational objectives, enable real-time feedback, and assist in identifying and recognizing high-performing employees. This modernization will enhance the City's overall approach to training, performance management, and workforce development across all departments. HITS will leverage cooperative contract(s) and/or existing contract(s) for the purchase of software and will return to City Council for approval as required.

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:

N/A

Amount and Source of Funding:

\$438,000.00 - 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 Procurement Officer Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



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

FY26 HR Learning Performance System

Agenda Item#: 65.

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$438,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned Learning Performance System for Houston Information Technology Services on behalf of Human Resources. 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
HR Learning
Performance System

PROJECT NO. X-800012*

AMOUNT \$438,000.00

This planned project for a new HR Learning Performance System will allow for the replacement of the existing Talent Management System which is reaching end of life/end of support in December 2026. This new system will introduce additional modules designed to strengthen employee development through the automation of compliance tracking, training management, and the promotion of continuous learning opportunities. It will also support alignment between individual goals and organizational objectives, enable real-time feedback, and assist in identifying and recognizing high-performing employees. This modernization will enhance the City's overall approach to training, performance management, and workforce development across all departments. HITS will leverage cooperative contract(s) and/or existing contract(s) for the purchase of software and will return to City Council for approval as required.

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:

N/A

Amount and Source of Funding:

\$438,000.00 - Equipment Acquisition Consolidated Fund (1800)

Contact Information:

JW

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

COF Financial Information
Form A Financial Information
FMBB Financial Information
PR 10343698 Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 8/1/2025

HITS- SAP Cloud ERP System Upgrade Appropriation

Agenda Item#: 14.

Summary:

ORDINANCE appropriating of \$460,000.00 out of Equipment Acquisition Consolidated Fund for planned SAP Cloud ERP System Upgrade Project for the Houston Information Technology Services Department

Background:

Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$460,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned SAP Cloud ERP Upgrade project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

PROJECT PROJECT NO. AMOUNT
SAP Cloud ERP System Upgrade X-680062* \$460,000.00

This planned project for the SAP Cloud ERP System Upgrade will allow the City to transition from its current on-premises solution to a cloud-based, Software-as-a-Service (SaaS) ERP platform that supports key functions including Finance, Procurement, Payroll, and Human Capital Management. This upgrade will streamline operations by enabling high-speed transactions, advanced analytics, and on a single platform eliminating the need for separate systems. By adopting this modern technology architecture, the City will gain greater system reliability, build-in disaster recovery, and flexibility to scale and deploy services as needed. Ultimately, this project will enhance service delivery, improve decision-making, and position the City to better meet the needs of its workforce and residents as well as ensure that the City remains current with technology standards and continues building a foundation for a more efficient, responsive, and secure operations. HITS will leverage an existing contract with SAP Public Services, Inc. for the purchase of professional services 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:

\$460,000.00- 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 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

HITS- SAP Cloud ERP System Upgrade Appropriation

Agenda Item#: 71.

Background: Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$460,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned SAP Cloud ERP Upgrade project for Houston Information Technology Services. This project is budgeted in the approved FY2026 Capital Improvement Plan adopted by the City Council.

PROJECT PROJECT NO. AMOUNT
SAP Cloud ERP System Upgrade X-680062* \$460,000.00

This planned project for the SAP Cloud ERP System Upgrade will allow the City to transition from its current on-premises solution to a cloud-based, Software-as-a-Service (SaaS) ERP platform that supports key functions including Finance, Procurement, Payroll, and Human Capital Management. This upgrade will streamline operations by enabling high-speed transactions, advanced analytics, and on a single platform eliminating the need for separate systems. By adopting this modern technology architecture, the City will gain greater system reliability, build-in disaster recovery, and flexibility to scale and deploy services as needed. Ultimately, this project will enhance service delivery, improve decision-making, and position the City to better meet the needs of its workforce and residents as well as ensure that the City remains current with technology standards and continues building a foundation for a more efficient, responsive, and secure operations. HITS will leverage an existing contract with SAP Public Services, Inc. for the purchase of professional services and software.

Fiscal Note:

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

DocuSigned by:

Lisa Kent, Chief Information Officer Houston Information Technology Services

Prior Council Action:

N/A

JW

Amount and Source of Funding:

\$460,000.00- Equipment Acquisition Consolidated Fund (1800)

Contact Information:

NameDept/DivisionPhone No.:Jane Wu, Deputy DirectorHITS/ DBM(832) 393-0013Candice Gambrell, Assistant DirectorFinance /SPD(832) 393-9129Jedediah Greenfield, Chief Procurement OfficerFinance/SPD(832) 393-9126

ATTACHMENTS:

Description	Туре
FMBB doc	Financial Information
SAPFORMA	Financial Information
COF	Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 8/7/2025

HITS- ERP Transformation Office Appropriation

Agenda Item#: 15.

Summary:

ORDINANCE appropriating \$2,000,000.00 out of Equipment Acquisition Consolidated Fund for planned ERP Transformation Office Project for the Houston Information Technology Services Department

Background: Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$2,000,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned ERP Transformation Office 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 ERP Transformation Office X-640044* \$2,000,000.00

This planned initiative will create a dedicated ERP Transformation Office, supported by a blend of project-specific resources and staff augmentation. These resources will contribute to the initiatives outlined in the HITS ERP Transformation Roadmap over the next 3 to 5 years. This approach will support Finance, Human Resources, and HITS departments in maintaining daily operations while leading business process and technical changes required for ERP transformation. Funding will be used for professional service resources assigned full-time to support both the technical and business functions throughout the project. HITS will leverage cooperative contract(s) as well as existing contract(s) for the purchase of 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: \$2,000,000.00- 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 Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description Type

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 8/7/2025

HITS- ERP Transformation Office Appropriation

Agenda Item#: 37.

Background: Specific Explanation:

The Chief Information Officer recommends that City Council approve an ordinance to appropriate \$2,000,000.00 from the Equipment Acquisition Consolidated Fund (1800) for the planned ERP Transformation Office 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
ERP Transformation Office X-640044* \$2,000,000.00

This planned initiative will create a dedicated ERP Transformation Office, supported by a blend of project-specific resources and staff augmentation. These resources will contribute to the initiatives outlined in the HITS ERP Transformation Roadmap over the next 3 to 5 years. This approach will support Finance, Human Resources, and HITS departments in maintaining daily operations while leading business process and technical changes required for ERP transformation. Funding will be used for professional service resources assigned full-time to support both the technical and business functions throughout the project. HITS will leverage cooperative contract(s) as well as existing contract(s) for the purchase of 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:

\$2,000,000.00- 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 Procurement Officer	Finance/SPD	(832) 393-9126

ATTACHMENTS:

Description	Туре
COF	Financial Information
FMBB	Financial Information
SAP Form A	Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 6/18/2025

LGL-Hicks Johnson PLLC - Increase Maximum Amount

Agenda Item#: 16.

Summary:

ORDINANCE amending Ordinance No. 2022-967, as amended, to increase the maximum contract amount to Professional Services Agreement between City of Houston and **HICKS JOHNSON PLLC** for representation of the City in lawsuit filed against the City

Background:

On December 14, 2022, City Council passed and adopted Ordinance 2022-967, as amended by Ordinance 2024-227, and Ordinance 2025-128 approving and authorizing an agreement ("Agreement") with Schiffer Hicks Johnson ("Firm"), for professional legal services in defending the lawsuit filed by Houston Waterworks Team (HWT) against the City. This case revolves around multiple payment disputes with the design-builder of the nearly two-billion-dollar Northeast Water Purification Plant Expansion Project, as the design-builder seeks significant funds beyond the amount set in the guaranteed maximum price contract and seeks to avoid the assessment of liquidated damages due to delays in the design-builder's performance ("HWT litigation"). The firm changed its name to Hicks Johnson PLLC in July 2024.

Litigation costs have unexpectedly increased since Council initially approved the legal services Agreement and ordinances amending the maximum contract amount due to HWT. Motions for reconsideration and a court order finding communications between the City and its water authority partners are not privileged required the City to file a petition for writ of mandamus. In addition, the City has been forced to defend additional discovery motions and defend a motion for reconsideration. These additional, unexpected litigation developments have expanded the scope of the litigation and have resulted in a corresponding cost increase by enlarging the volume of documents in discovery, expanding motions practice, and broadening the scope of the legal issues in the case. Consequently, attorneys fees have increased. On April 17, 2024, City Council passed and adopted Ordinance 2024-227 to increase the maximum contract amount \$3,112,000.00 to \$5,646,750.00. On February 26, 2025, City Council passed and adopted Ordinance 2025-128 to increase the maximum contract amount from \$5,646,750.00 to \$7,148,750.00. Motion practice, a petition for writ of mandamus, and preparation for trial are in progress.

To continue these critical legal services through trial to address new claims in the most recent petition and corresponding expert discovery, the City Attorney, Director of Houston Public Works, and the Chief Procurement Officer recommend increasing the maximum contract amount from \$7,148,750 to \$8,648,750.

The City shares the legal fee costs under the Agreement with four water authorities who contribute

to the cost of this Agreement. They pay 84% of the attorney's fees, which is recouped by the City. The four water authorities fully support this increase.

MWBE Participation:

The MWBE participation goal for this contract is 20%. To date, the Firm is achieving approximately 1.97% participation, met by the designated and certified firm, Al Odom, P.C. The Firm anticipates a significant increase in the MWBE firm's participation in preparation for and throughout the trial. The Office of Business Opportunity will continue to monitor this contract to ensure maximum MWBE participation.

<u>Fiscal Note</u>: Funding for this item is included in the FY2026 Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Estimated Spending Authority			
DEPARTMENT FY2026 OUT YEARS TOTAL			TOTAL
Houston Public Works \$1,500,000.00 \$0.00 \$1,500,000			

Arturo G. Michel, City Attorney

Randy Macchi, Director, Houston Public Works

Jedediah Greenfield, Chief Procurement Officer

Prior Council Action:

Ordinance No. 2022-967 (December 14, 2022)

Ordinance No. 2024-227 (April 17, 2024)

Ordinance No. 2025-128 (February 26, 2025)

Amount and Source of Funding:

\$1,500,000.00 - from Water and Sewer System Operating Fund No. 8300

Contact Information:

ATTACHMENTS:

Description Type

Signed RCA Signed Cover sheet



Meeting Date: 8/12/2025 ALL Item Creation Date: 6/18/2025

LGL-Hicks Johnson PLLC - Increase Maximum Amount

Agenda Item#: 60.

Summary:

AN ORDINANCE AMENDING ORDINANCE NO. 2022-967, AS AMENDED, TO INCREASE THE MAXIMUM CONTRACT AMOUNT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOUSTON AND HICKS JOHNSON PLLC FOR REPRESENTATION OF THE CITY IN A LAWSUIT FILED AGAINST THE CITY; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

Background:

On December 14, 2022, City Council passed and adopted Ordinance 2022-967, as amended by Ordinance 2024-227, and Ordinance 2025-128 approving and authorizing an agreement ("Agreement") with Schiffer Hicks Johnson ("Firm"), for professional legal services in defending the lawsuit filed by Houston Waterworks Team (HWT) against the City. This case revolves around multiple payment disputes with the design-builder of the nearly two-billion-dollar Northeast Water Purification Plant Expansion Project, as the design-builder seeks significant funds beyond the amount set in the guaranteed maximum price contract and seeks to avoid the assessment of liquidated damages due to delays in the design-builder's performance ("HWT litigation"). The firm changed its name to Hicks Johnson PLLC in July 2024.

Litigation costs have unexpectedly increased since Council initially approved the legal services Agreement and ordinances amending the maximum contract amount due to HWT. Motions for reconsideration and a court order finding communications between the City and its water authority partners are not privileged required the City to file a petition for writ of mandamus. In addition, the City has been forced to defend additional discovery motions and defend a motion for reconsideration. These additional, unexpected litigation developments have expanded the scope of the litigation and have resulted in a corresponding cost increase by enlarging the volume of documents in discovery, expanding motions practice, and broadening the scope of the legal issues in the case. Consequently, attorneys fees have increased. On April 17, 2024, City Council passed and adopted Ordinance 2024-227 to increase the maximum contract amount \$3,112,000.00 to \$5,646,750.00. On February 26, 2025, City Council passed and adopted Ordinance 2025-128 to increase the maximum contract amount from \$5,646,750.00 to \$7,148,750.00. Motion practice, a petition for writ of mandamus, and preparation for trial are in progress.

To continue these critical legal services through trial to address new claims in the most recent petition and corresponding expert discovery, the City Attorney, Director of Houston Public Works, and the Chief Procurement Officer recommend increasing the maximum contract amount from \$7,148,750 to \$8,648,750.

The City shares the legal fee costs under the Agreement with four water authorities who contribute to the cost of this Agreement. They pay 84% of the attorney's fees, which is recouped by the City. The four water authorities fully support this increase.

MWBE Participation:

The MWBE participation goal for this contract is 20%. To date, the Firm is achieving approximately 1.97% participation, met by the designated and certified firm, Al Odom, P.C. The Firm anticipates a significant increase in the MWBE firm's participation in preparation for and throughout the trial. The Office of Business Opportunity will continue to monitor this contract to ensure maximum MWBE participation.

<u>Fiscal Note</u>: Funding for this item is included in the FY2026 Budget. Therefore, no Fiscal Note is required as stated in the Financial Policies.

Estimated Spending Authority				
DEPARTMENT FY2026 OUT YEARS TOTAL				
Houston Public Works \$1,500,000.00 \$0.00 \$1,500,00				

DocuSigned by:

Two Spardel

Arturo G. Michel, City Attorney

DocuSigned by:

Randy Macchi, Director, Houston Public Works

DocuSigned by:

Jedediah Greenfield, Chief Procurement Officer

Prior Council Action:

Ordinance No. 2022-967 (December 14, 2022) Ordinance No. 2024-227 (April 17, 2024) Ordinance No. 2025-128 (February 26, 2025)

Amount and Source of Funding:

\$1,500,000.00 - from Water and Sewer System Operating Fund No. 8300

Contact Information:

ATTACHMENTS:

DescriptionMWSDBE Verification Request Form
Funding Information - Attachment A

COF

FR 300006694

Type

Other

Financial Information Financial Information Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/24/2025

Doc1180305603 - Conversational Language Testing Services (Berlitz Languages, Inc.) – ORDINANCE

Agenda Item#: 17.

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: 8/19/2025 ALL Item Creation Date:

ITB-2025-0017 - Used Oil, Oily Water, Oil Filters, Absorbents, Oil/Water Interceptors (OWI), and Antifreeze Disposal Services

Agenda Item#: 18.

Summary:

ORDINANCE approving and authorizing contract with **STREAM ENVIRONMENTAL**, **LLC**, for Used Oil, Oily Water, Oil Filters, Absorbents, Oil/Water Interceptors (OWI), and Antifreeze Disposal Services for Various Departments; providing a maximum contract amount - 3 Years with 2 one-year options - \$523,511.25 - General and Other Funds

Background:

Formal Bids Received March 27, 2025, for ITB-2025-0017 - Approve an ordinance awarding a contract to Stream Environmental, LLC in an amount not to exceed \$523,511.25, for used oil, oily water, oil filters, absorbents, oil/water interceptors (OWI), and antifreeze disposal services for a three (3) year terms with two (2) one-year options for various departments.

Specific Instructions

The Chief Procurement Officer recommends that City Council approve an ordinance awarding a **three-year contract**, **with two one-year options**, to **Stream Environmental**, **LLC** on its sole bid in an amount not to exceed **\$523,511.25** for used oil, oily water, oil filters, absorbents, oil/water interceptors (OWI), and antifreeze disposal services for various departments.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Twenty-four prospective bidders downloaded the solicitation document from the Beacon website, and one bid was received.

• Subsequent to receipt of the bid, the Strategic Procurement Division contacted potential bidders to determine the reason for the limited response to the ITB. Potential bidders stated they were not in the core business of providing these services or could not be competitive. Additionally, the previous contractor went out of business.

The scope of work requires the contractor to provide all labor, supervision, materials, supplies, tools, equipment and transportation necessary for the proper dispose of used oil filter, antifreeze, absorbents and contaminated and non-contaminated oil, extracted from automobiles, trucks, tractors and heavy equipment used by the City's Fleet Management Department, Solid Waste Management Department, and Houston Public Works personnel.

M/WBE Subcontracting:

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

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 proposed contractor has elected to pay into the Contractor Responsibility Fund in

compliance with City Policy.

Hire Houston First:

The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and support job creation. In this case **Stream Environmental**, **LLC** is a designated HHF company, but they were the successful awardee without application of the HHF preference.

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	FY2026	Out Years	Total
Fleet Management	\$ 79,070.25	\$331,641.00	\$ 410,711.25
Houston Public Works	\$ 5,800.00	\$ 24,200.00	\$ 30,000.00
Solid Waste Management	\$ 15,600.00	\$ 67,200.00	\$ 82,800.00
Total	\$100,470.25	\$ 423,041.00	\$ 523,511.25

Amount and Source of Funding: \$ 82,800.00 General Fund (1000)

\$410,711.25 Fleet Management Fund (1005)

\$ 30,000.00 HPW – Water & Sewer System Operating Fund (8300)

\$ 523,511.25 Total

Contact Information:

Desiree Heath	SPD	832-393-8742
Candice Gambrell	SPD	832-393-9129
Jedediah Greenfield	SPD	832-393-9126

ATTACHMENTS:

Description Туре

Signed coversheet Signed Cover sheet



Meeting Date: ALL Item Creation Date:

ITB-2025-0017 - Used Oil, Oily Water, Oil Filters, Absorbents, Oil/Water Interceptors (OWI), and Antifreeze Disposal Services

Agenda Item#:

Summary:

NOT A REAL CAPTION

ORDINANCE awarding a contract to **STREAM ENVIRONMENTAL**, **LLC** in an amount not to exceed \$523,511.25, for used oil, oily water, oil filters, absorbents, oil/water interceptors, and antifreeze disposal services for a three (3) year terms with two (2) one-year options for various departments

Background:

Formal Bids Received March 27, 2025, for ITB-2025-0017 - Approve an ordinance awarding a contract to Stream Environmental, LLC in an amount not to exceed \$523,511.25, for used oil, oily water, oil filters, absorbents, oil/water interceptors (OWI), and antifreeze disposal services for a three (3) year terms with two (2) one-year options for various departments.

Specific Instructions

The Chief Procurement Officer recommends that City Council approve an ordinance awarding a **three-year contract**, **with two one-year options**, to **Stream Environmental**, **LLC** on its sole bid in an amount not to exceed **\$523,511.25** for used oil, oily water, oil filters, absorbents, oil/water interceptors (OWI), and antifreeze disposal services for various departments.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Twenty-four prospective bidders downloaded the solicitation document from the Beacon website, and one bid was received.

• Subsequent to receipt of the bid, the Strategic Procurement Division contacted potential bidders to determine the reason for the limited response to the ITB. Potential bidders stated they were not in the core business of providing these services or could not be competitive. Additionally, the previous contractor went out of business.

The scope of work requires the contractor to provide all labor, supervision, materials, supplies, tools, equipment and transportation necessary for the proper dispose of used oil filter, antifreeze, absorbents and contaminated and non-contaminated oil, extracted from automobiles, trucks, tractors and heavy equipment used by the City's Fleet Management Department, Solid Waste Management Department, and Houston Public Works personnel.

M/WBE Subcontracting:

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

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 proposed contractor has elected to pay into the Contractor Responsibility Fund in compliance with City Policy.

Hire Houston First:

The proposed contract requires compliance with the City's 'Hire Houston First' ordinance that promotes economic opportunity for Houston businesses and support job creation. In this case **Stream Environmental**, **LLC** is a designated HHF company, but they were the successful awardee without application of the HHF preference.

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.

6121834A077C41A

For

Candice Gambrell

DocuSigned by:

Department Approval Authority Signature

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Estimated Spending Authority

Department	FY2026	Out Years	Total
Fleet Management	\$ 79,070.25	\$331,641.00	\$ 410,711.25
Houston Public Works	\$ 5,800.00	\$ 24,200.00	\$ 30,000.00
Solid Waste Management	\$ 15,600.00	\$ 67,200.00	\$ 82,800.00
Total	\$100,470.25	\$ 423,041.00	\$ 523,511.25

Amount and Source of Funding:

\$ 82,800.00 General Fund (1000)

\$ 410,711.25 Fleet Management Fund (1005)

\$ 30,000.00 HPW – Water & Sewer System Operating Fund (8300)

\$ 523,511.25 Total

Contact Information:

 Desiree Heath
 SPD
 832-393-8742

 Candice Gambrell
 SPD
 832-393-9129

 Jedediah Greenfield
 SPD
 832-393-9126

ATTACHMENTS:

Description Type MWBE 0% Goal Backup Material **Bid Tabulation Backup Material** Ownership Form Backup Material Form 1295 Certificate of Interested Parties Backup Material Conflict of Interest Form Backup Material **HHF** Designation Financial Information Clear Tax Report Backup Material Pay or Play Forms **Backup Material** FMD COF Financial Information **HPW COF** Financial Information SWMD COF Financial Information HPW PR#10339930 Financial Information FMD PR# 10342219 Financial Information SWMD PR# 10341280 Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/31/2025

L29057.A1 - Electrical Safety Inspections, Repairs, and PM of Lab Equipment (Niverco Biomedical Services, LLC) - ORDINANCE

Agenda Item#: 19.

Summary:

ORDINANCE amending Ordinance No. 2020-0455 (Passed May 27, 2020) to increase maximum contract amount for contract between City of Houston and **NIVERCO BIOMEDICAL SERVICES, LLC** for Electrical Safety Inspections, Repairs and Preventative Maintenance of Laboratory Equipment for Houston Public Works (as approved by Ordinance No. 2020-0455) - \$364,806.36 - General and Other Funds

Background:

L29057.A1 – Approve an Ordinance amending Ordinance No. 2020-0455 (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and Niverco Biomedical Services, LLC for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

Specific Explanation:

The Chief Procurement Officer and the Director of Houston Public Works (HPW) recommend that City Council approve an ordinance amending **Ordinance No. 2020-0455** (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and **Niverco Biomedical Services, LLC** for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

This contract was awarded on May 27, 2020, by Ordinance No. 2020-0455 for a three-year term with two one-year options in the amount not to exceed \$902,015.90. Expenditures as of July 23, 2025, totaled \$851,853.21. The City relies on this service for electrical safety inspections, repairs, and preventive maintenance of laboratory equipment throughout all facilities.

M/WBE Participations:

This contract was issued with a 7% goal participation level, and Niverco Biomedical Services, LLC

is currently achieving a 20.73% participation level. The Office of Business Opportunity will continue to monitor this 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.

Randall V. Macchi, Director Jedediah Greenfield, Chief Procurement Officer Houston Public Works

Finance/Strategic Procurement Division

ESTIMATED SPENDING AUTHORITY

Department	FY26	Out-Years	Total Amount
Houston Public Works	\$229,806.36	\$0	\$229,806.36
Houston Health Department	\$135,000.00	\$0	\$135,000.00
TOTAL	\$364,806.36	\$0	\$364,806.36

Prior Council Action:

Ordinance No. 2020-0455 passed on May 27, 2020

Amount and Source of Funding:

\$229,806.36 - Water and Sewer System Operating Fund (8300)

\$45,000 – General Fund (1000)

\$90,000 - Laboratory Services (2008)

TOTAL - \$364,806.36

Contact Information:

Erika Lawton, Division Manager Finance/SPD (832) 395-2833 Brian Blum, Assistant Director HPW/PFW (832) 395-2717 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 **Updated Signed Coversheet** Signed Cover sheet



Meeting Date: ALL

Item Creation Date: 7/31/2025

L29057.A1 - Electrical Safety Inspections, Repairs, and PM of Lab Equipment (Niverco Biomedical Services, LLC) - ORDINANCE

Agenda Item#:

Background:

L29057.A1 – Approve an Ordinance amending Ordinance No. 2020-0455 (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and Niverco Biomedical Services, LLC for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

Specific Explanation:

The Chief Procurement Officer and the Director of Houston Public Works (HPW) recommend that City Council approve an ordinance amending **Ordinance No. 2020-0455** (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and **Niverco Biomedical Services**, **LLC** for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

This contract was awarded on May 27, 2020, by Ordinance No. 2020-0455 for a three-year term with two one-year options in the amount not to exceed \$902,015.90. Expenditures as of July 23, 2025, totaled \$851,853.21. The City relies on this service for electrical safety inspections, repairs, and preventive maintenance of laboratory equipment throughout all facilities.

M/WBE Participations:

This contract was issued with a 7% goal participation level, and Niverco Biomedical Services, LLC is currently achieving a 20.73% participation level. The Office of Business Opportunity will continue to monitor this 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.

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8/11/2025

8/12/2025

Jededah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Randall V. Macchi, Director Houston Public Works

ESTIMATED SPENDING AUTHORITY

Department	FY26	Out-Years	Total Amount
Houston Public Works	\$229,806.36	\$0	\$229,806.36
Houston Health Department	\$135,000.00	\$0	\$135,000.00

33

8/11/2025

Prior Council Action:

Ordinance No. 2020-0455 passed on May 27, 2020

Amount and Source of Funding:

\$229,806.36 - Water and Sewer System Operating Fund (8300) \$45,000 – General Fund (1000)

\$90,000 - Laboratory Services (2008)

Contact Information:

Erika Lawton, Division Manager

Finance/SPD (832) 395-2833

11B141/BE141 2000 00E 074

Brian Blum, Assistant Director HPW/PFW (832) 395-2/1/
Candice Gambrell, Assistant Director Finance/SPD (832) 393-9129

Jedediah Greenfield, Chief Procurement Officer Finance/SPD (832) 393-9126

ATTACHMENTS:

Description Type L29057.A1 - COF Financial Information L29057 - RCA Signed Backup Material L29057 - Contract Backup Material L29057 - Ordinance 2020-455 Backup Material L29057.A1 - Ownership Form Backup Material L29057.A1 - Conflict of Interest Form Backup Material L29057.A1 Texas SOS Screenshot Backup Material L29057.A1 - Tax Report Backup Material L29057.A1 - MWBE report Backup Material



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/31/2025

L29057.A1 - Electrical Safety Inspections, Repairs, and PM of Lab Equipment (Niverco Biomedical Services, LLC) - ORDINANCE

Agenda Item#: 24.

Summary:

AN ORDÍNANCE AMENDING ORDINANCE NO. 2020-0455 (PASSED MAY 27, 2020) TO INCREASE THE MAXIMUM CONTRACT AMOUNT FOR THE CONTRACT BETWEEN THE CITY OF HOUSTON AND **NIVERCO BIOMEDICAL SERVICES, LLC** FOR ELECTRICAL SAFETY INSPECTIONS, REPAIRS AND PREVENTIVE MAINTENANCE OF LABORATORY EQUIPMENT FOR HOUSTON PUBLIC WORKS (AS APPROVED BY ORDINANCE NO. 2020-0455)

Background:

L29057.A1 – Approve an Ordinance amending Ordinance No. 2020-0455 (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and Niverco Biomedical Services, LLC for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

Specific Explanation:

The Chief Procurement Officer and the Director of Houston Public Works (HPW) recommend that City Council approve an ordinance amending **Ordinance No. 2020-0455** (passed on May 27, 2020) to increase the Maximum Contract Amount to \$1,266,822.26; approving and authorizing a first amendment to extend the contract term from September 1, 2025 to September 1, 2026 for Contract 4600015848 between the City of Houston and **Niverco Biomedical Services**, **LLC** for Electrical Safety Inspections, Repairs and Preventive Maintenance of Laboratory Equipment for Houston Public Works.

This contract was awarded on May 27, 2020, by Ordinance No. 2020-0455 for a three-year term with two one-year options in the amount not to exceed \$902,015.90. Expenditures as of July 23, 2025, totaled \$851,853.21. The City relies on this service for electrical safety inspections, repairs, and preventive maintenance of laboratory equipment throughout all facilities.

M/WBE Participations:

This contract was issued with a 7% goal participation level, and Niverco Biomedical Services, LLC is currently achieving a 20.73% participation level. The Office of Business Opportunity will continue to monitor this 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.

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Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

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Randall V. Macconf. Confector Houston Public Works

ESTIMATED SPENDING AUTHORITY

Department	FY26	Out-Years	Total Amount
Houston Public Works	\$229,806.36	\$ 0	\$229,806.36
Houston Health Department	\$135,000.00	\$0	\$135,000.00
TOTAL	\$364,806.36	\$0	\$364,806.36

Prior Council Action:

Ordinance No. 2020-0455 passed on May 27, 2020

Amount and Source of Funding:

\$229,806.36 - Water and Sewer System Operating Fund (8300)

\$45,000 – General Fund (1000)

\$90,000 - Laboratory Services (2008)

TOTAL - \$364,806.36

Contact Information:

Erika Lawton, Division Manager

Brian Blum, Assistant Director
Candice Gambrell, Assistant Director
Jedediah Greenfield, Chief Procurement Officer

Finance/SPD (832) 395-2833

HPW/PFW (832) 395-2717

Finance/SPD (832) 393-9129

Finance/SPD (832) 393-9129

ATTACHMENTS:

Description Type

L29057.A1 - COFFinancial InformationL29057 - RCA SignedSigned Cover sheetL29057 - ContractBackup MaterialL29057 - Ordinance 2020-455Backup MaterialL29057.A1 - Ownership FormBackup MaterialL29057.A1 - Conflict of Interest FormBackup MaterialL29057.A1 Texas SOS ScreenshotBackup MaterialL29057.A1 - Tax ReportBackup Material

L29057.A1 - Tax Report

L29057.A1 - Tax Report

Backup Material

Backup Material

Backup Material

Funding Verification for HPW

Financial Information

ordinance Ordinance/Resolution/Motion

amendmentContract/ExhibitFunding Verification HHDFinancial InformationSigned coversheetSigned Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 6/16/2025

L32556.A1 - Sludge Dewatering and Drying Equipment Maintenance and Repair Services (Industrial TX Corp.) - ORDINANCE

Agenda Item#: 20.

Summary:

ORDINANCE amending Ordinance No. 2023-511 (Passed June 28, 2023) to increase the maximum contract amount for contract between City of Houston and **INDUSTRIAL TX CORP**, for Sludge Dewatering and Drying Equipment Maintenance and Repair Services for Houston Public Works (as approved by Ordinance No. 2023-511) - \$8,297,390.50 - Enterprise Fund

Background:

L32556.A1 - Approve an amending ordinance to Ordinance No. 2023-511 (approved June 28, 2023) to increase the maximum contract amount to \$41,486,952.50 for Contract No. 4600017720 between the City of Houston and Industrial TX Corp. for sludge dewatering and drying equipment maintenance and repair services for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that the City Council approve an amending ordinance to increase the maximum contract amount to \$41,486,952.50 for Contract No. 4600017720 between the City of Houston and Industrial TX Corp., for sludge dewatering and drying equipment maintenance and repair services for Houston Public Works (HPW).

The original contract was awarded on June 28, 2023, by Ordinance No. 2023-511, for a three-year term, with two one-year options in the amount of \$33,189,562.00. Expenditures to date total \$23,843,993.12. This funding request is driven by the urgent need to rehabilitate all sludge dryers at the City of Houston's wastewater facilities to meet the requirements outlined in the Consent Decree. Further compounding the issue, the cost of essential equipment has increased substantially. These price escalations have accelerated the depletion of available contract funds more rapidly than originally anticipated.

The scope of work requires the contractor to provide all supervision, labor, parts, tools, materials, equipment, supplies, test equipment, and facilities necessary to provide maintenance and precision repair services for the sludge dewatering and drying systems and supporting equipment at various City of Houston Wastewater Operations facilities.

MWBE Participation:

The contract was awarded with a 12% goal participation level. **Industrial TX Corp.** is currently attaining 42.6%. The Office of Business Opportunity will continue to monitor this contract.

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

Randall V. Macchi, Director Houston Public Works

ESTIMATED SPENDING AUTHORITY

Department	FY2026	Out-Years	Amount
HPW	\$8,297,390.50	\$0.00	\$8,297,390.50

Prior Council Action:

Ordinance 2023-511; Passed June 28th, 2023

Amount and Source of Funding:

\$8,297,390.50- HPW - Water & Sewer System Operating Fund (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: 6/16/2025

L32556.A1 - Sludge Dewatering and Drying Equipment Maintenance and Repair Services (Industrial TX Corp.) - ORDINANCE

Agenda Item#:

Background:

L32556.A1 - Approve an amending ordinance to Ordinance No. 2023-511 (approved June 28, 2023) to increase the maximum contract amount to \$41,486,952.50 for Contract No. 4600017720 between the City of Houston and Industrial TX Corp. for sludge dewatering and drying equipment maintenance and repair services for Houston Public Works.

Specific Explanation:

The Director of Houston Public Works and the Chief Procurement Officer recommend that the City Council approve an amending ordinance to increase the maximum contract amount to \$41,486,952.50 for Contract No. 4600017720 between the City of Houston and Industrial TX Corp., for sludge dewatering and drying equipment maintenance and repair services for Houston Public Works (HPW).

The original contract was awarded on June 28, 2023, by Ordinance No. 2023-511, for a three-year term, with two one-year options in the amount of \$33,189,562.00. Expenditures to date total \$23,843,993.12. This funding request is driven by the urgent need to rehabilitate all sludge dryers at the City of Houston's wastewater facilities to meet the requirements outlined in the Consent Decree. Further compounding the issue, the cost of essential equipment has increased substantially. These price escalations have accelerated the depletion of available contract funds more rapidly than originally anticipated.

The scope of work requires the contractor to provide all supervision, labor, parts, tools, materials, equipment, supplies, test equipment, and facilities necessary to provide maintenance and precision repair services for the sludge dewatering and drying systems and supporting equipment at various City of Houston Wastewater Operations facilities.

MWBE Participation:

The contract was awarded with a 12% goal participation level. Industrial TX Corp. is currently attaining 42.6%. The Office of Business Opportunity will continue to monitor this contract.

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.

DocuSianed by:

For:

Candice Gambrell

7/29/2025

8/4/2025

Jedediah Greenfield, Chief Procurement Officer Finance/Strategic Procurement Division

Randall V. Macchi, Director

Houston Public Works

ESTIMATED SPENDING AUTHORITY

Department	FY2026	Out-Years	Amount
HPW	\$8,297,390.50	\$0.00	\$8,297,390.50

8/1/2025

Prior Council Action:

Ordinance 2023-511; Passed June 28th, 2023

Amount and Source of Funding:

\$8,297,390.50- HPW - Water & Sewer System Operating Fund (8300)

Contact Information:

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

ATTACHMENTS:

Description

01 L32556-A1 - ORIGINAL Signed RCA

02 L32556-A1 - Original Ordinance with Contract

03 L32556-A1 - Owners Information Form

04 L32556-A1 - Tax Report

05 L32556-A1 - MWBE Goal Verification

06 L32556-A1 - FY26 Final COF

07 L32556-A1 - FY26 Attachment A

Type

Backup Material

Backup Material

Backup Material

Backup Material

Backup Material

Financial Information

Financial Information



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/1/2025

CRW12024.A1 HAS Interlocal Agreement with Texas A&M Engineering Extension Service - ORDINANCE

Agenda Item#: 21.

Summary:

ORDINANCE approving and authorizing first amendment to Interlocal Agreement between City of Houston and **TEXAS A&M ENGINEERING EXTENSION SERVICE** for Aircraft Rescue and Fire Fighting Training Services for George Bush Intercontinental Airport Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System (Approved by Ordinance No. 2020-0764) - Through September 13, 2028

Background:

P44-CRW12024.A1 – Approve an ordinance authorizing a first amendment to Contract No. 4600016260 between the City of Houston and the interlocal agreement with Texas A&M Engineering Extension Service (TEEX) (approved Ordinance No. 2020-0764 on September 9, 2020) to extend the contract term to September 13, 2028 for Aircraft Rescue and Fire Fighting (ARFF) Training Services for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System.

SPECIFIC EXPLANATION:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve an ordinance authorizing a first amendment to the contract between the City of Houston and **Texas A&M Engineering Extension Service (TEEX)** to extend the contract term **to September 13, 2028** for Aircraft Rescue and Fire Fighting (ARFF) Training Services for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System (HAS).

This contract was awarded on September 9, 2020, by Ordinance 2020-0764 for a five-year term in the original amount of **\$1,500,000.00**. Expenditures as of June 25, 2025, total **\$909,850.00**. The extension of the contract term will allow HAS to continue receiving critical Aircraft Rescue and Fire Fighting (ARFF) training services from the Texas A&M Engineering Extension Service (TEEX).

Under the scope of services, Texas A&M Engineering Extension Service (TEEX) provides Aircraft Rescue and Fire Fighting (ARFF) training classes for newly assigned Houston Fire Department (HFD) firefighters and performs annual recertification of current personnel. Approval of these classes ensures that ARFF personnel meet the minimum training requirement mandated by Federal Aviation Regulation (FAR) Part 139.

This specialized training is conducted by TEEX, a nationally recognized certifying organization that conducts FAR 139 training. TEEX has successfully provided training services to Houston Airport System ARFF personnel since 1999. TEEX provides all labor, material and supervision, including Texas Commission on Fire Protection (TCFP) certified instructors. Necessary training includes Initial TCFP ARFF Certification, live fire ARFF training, rescue tool training, and Mobile Aircraft Firefighting Trainer (MAFT) operation training.

M/WBE Participation:

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

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.

Jedediah Greenfield Department Approval Authority Signature Chief Procurement Officer	
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Prior Council Action:

Ordinance No. 2020-0764, passed on 9/09/2020

Amount and Source of Funding:

No Funding Required

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 Officer	Finance/SPD	832.393.9126

ATTACHMENTS:

Description Type

Signed coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/1/2025

CRW12024.A1 HAS Interlocal Agreement with Texas A&M Engineering Extension Service - ORDINANCE

Agenda Item#: 20.

Background:

P44-CRW12024.A1 – Approve an ordinance authorizing a first amendment to Contract No. 4600016260 between the City of Houston and the interlocal agreement with Texas A&M Engineering Extension Service (TEEX) (approved Ordinance No. 2020-0764 on September 9, 2020) to extend the contract term to September 13, 2028 for Aircraft Rescue and Fire Fighting (ARFF) Training Services for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System.

SPECIFIC EXPLANATION:

The Director of the Houston Airport System and the Chief Procurement Officer recommend that City Council approve an ordinance authorizing a first amendment to the contract between the City of Houston and **Texas A&M Engineering Extension Service (TEEX)** to extend the contract term **to September 13, 2028** for Aircraft Rescue and Fire Fighting (ARFF) Training Services for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU) for the Houston Airport System (HAS).

This contract was awarded on September 9, 2020, by Ordinance 2020-0764 for a five-year term in the original amount of **\$1,500,000.00**. Expenditures as of June 25, 2025, total **\$909,850.00**. The extension of the contract term will allow HAS to continue receiving critical Aircraft Rescue and Fire Fighting (ARFF) training services from the Texas A&M Engineering Extension Service (TEEX).

Under the scope of services, Texas A&M Engineering Extension Service (TEEX) provides Aircraft Rescue and Fire Fighting (ARFF) training classes for newly assigned Houston Fire Department (HFD) firefighters and performs annual recertification of current personnel. Approval of these classes ensures that ARFF personnel meet the minimum training requirement mandated by Federal Aviation Regulation (FAR) Part 139.

This specialized training is conducted by TEEX, a nationally recognized certifying organization that conducts FAR 139 training. TEEX has successfully provided training services to Houston Airport System ARFF personnel since 1999. TEEX provides all labor, material and supervision, including Texas Commission on Fire Protection (TCFP) certified instructors. Necessary training includes Initial TCFP ARFF Certification, live fire ARFF training, rescue tool training, and Mobile Aircraft Firefighting Trainer (MAFT) operation training.

M/WBE Participation:

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

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.

Jedediah Greenfield Chief Procurement Officer

DocuSigned by:

Department Approval Authority Signature

Prior Council Action:

Ordinance No. 2020-0764, passed on 9/09/2020

Amount and Source of Funding:

No Funding Required

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	Type
ORD 2020-764	Other
Original RCA	Other
Executed Agreement	Other
OBO Zero Goal Memo	Other
Certificate of Insurance	Other
Ownership Form	Other
1st Amendment Agreement	Other
Justification Form	Other



Meeting Date: 8/19/2025 ALL Item Creation Date: 8/8/2025

SR1578931842 - Enterprise Resource Planning (ERP) System (SAP) - Ordinance

Agenda Item#: 22.

Summary:

ORDINANCE approving and awarding contract to **SAP PUBLIC SERVICES**, **INC** for Enterprise Resource Planning System for Houston Information Technology Services Department - 3 Years with 2 one-year options - \$20,520,929.27 - Central Service Revolving Fund

Background:

SR1578931842 - Approve an ordinance awarding a sole source contract between the City of Houston and SAP Public Services, Inc., in the maximum contract amount of \$20,520,929.27 for an Enterprise Resource Planning (ERP) system for Houston Information Technology Services.

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve an ordinance authorizing a three-year sole source contract with two (2) one-year renewal optional years for a total of five (5) years to **SAP Public Services**, **Inc.**, **in the maximum contract amount of \$20,520,929.27** for an Enterprise Resource Planning (ERP) system for Houston Information Technology Services (HITS). This spending authority is expected to sustain the City for the initial term of three years, and the City plans to return to City Council for the optional years.

The SAP Public Services, Inc. contract will provide software licenses, maintenance, support, and related solutions, as well as add additional products for the ERP system. The current SAP systems that the City uses are: SAP Human Capital Management, Employee Benefits Management, SAP Cloud-based Business Analytics solution, SAP Contingent Workforce Solution, SAP Procurement Management Solution, and SAP Enterprise Core Component for finance and payroll management.

Under this contract, the City will purchase additional SAP products which include the new SAP Cloud (Software-as-a-Service) ERP platform and application for Finance, Procurement, Human Capital Management, and Payroll, and will replace the current on-premise solutions (ECC). First, under SAP Human Capital Management, the City will be purchasing the Learning Management System (LMS) to help employees develop new skills and improves regulatory compliance by automating compliance training. Furthermore, the City will be purchasing Performance Management and Goal Management (PMGM), which aligns strategy and goals, improves employee performance through ongoing coaching and feedback, and recognizes top talent. This is intended to replace the current Talent Management System.

This recommendation is made pursuant to subsection 252.022(a)(7) of the Texas Local Government Code, which provides that "a procurement of items that are available from only one source..." is exempt from the competitive requirements for purchases.

This item was presented to the Government Operations Committee on July 21, 2025.

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 a sole source for this purchase.

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.

Jedidiah Greenfield, Chief Procurement Officer Lisa Kent, Chief Information Officer **Finance/ Strategic Procurement Division**

Houston Information Technology Services

Estimated Spending Authority			
DEPARTMENT FY2026 OUT YEARS TOTAL			
Houston Information Technology Services	\$5,113,216.97	\$15,407,712.30	\$20,520,929.27

Amount and Source of Funding:

\$20,520,929.27 - Central Service Revolving Fund (1002)

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
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: 8/19/2025 ALL Item Creation Date: 8/8/2025

SR1578931842 - Enterprise Resource Planning (ERP) System (SAP) - Ordinance

Agenda Item#: 42.

Background:

SR1578931842 - Approve an ordinance awarding a sole source contract between the City of Houston and SAP Public Services, Inc., in the maximum contract amount of \$20,520,929.27 for an Enterprise Resource Planning (ERP) system for **Houston Information Technology Services.**

Specific Explanation:

The Chief Information Officer and the Chief Procurement Officer recommend that City Council approve an ordinance authorizing a three-year sole source contract with two (2) one-year renewal optional years for a total of five (5) years to SAP Public Services, Inc., in the maximum contract amount of \$20,520,929.27 for an Enterprise Resource Planning (ERP) system for Houston Information Technology Services (HITS). This spending authority is expected to sustain the City for the initial term of three years, and the City plans to return to City Council for the optional years.

The SAP Public Services, Inc. contract will provide software licenses, maintenance, support, and related solutions, as well as add additional products for the ERP system. The current SAP systems that the City uses are: SAP Human Capital Management, Employee Benefits Management, SAP Cloud-based Business Analytics solution, SAP Contingent Workforce Solution, SAP Procurement Management Solution, and SAP Enterprise Core Component for finance and payroll management.

Under this contract, the City will purchase additional SAP products which include the new SAP Cloud (Software-as-a-Service) ERP platform and application for Finance, Procurement, Human Capital Management, and Payroll, and will replace the current on-premise solutions (ECC). First, under SAP Human Capital Management, the City will be purchasing the Learning Management System (LMS) to help employees develop new skills and improves regulatory compliance by automating compliance training. Furthermore, the City will be purchasing Performance Management and Goal Management (PMGM), which aligns strategy and goals, improves employee performance through ongoing coaching and feedback, and recognizes top talent. This is intended to replace the current Talent Management System.

This recommendation is made pursuant to subsection 252.022(a)(7) of the Texas Local Government Code, which provides that "a procurement of items that are available from only one source..." is exempt from the competitive requirements for purchases.

This item was presented to the Government Operations Committee on July 21, 2025.

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 a sole source for this purchase.

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.

Jedidiah Greenfield, Chief Procurement Officer Lisa Kent, Chief Information Officer Finance/ Strategic Procurement Division

DocuSigned by:

Houston Information Technology Services

DocuSigned by

W

Estimated Spending Authority			
DEPARTMENT	FY2026	OUT YEARS	TOTAL
Houston Information Technology Services	\$5,113,216.97	\$15,407,712.30	\$20,520,929.27

Amount and Source of Funding: \$20,520,929.27 - Central Service Revolving Fund (1002)

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
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
Ownership Inf Form	Backup Material
Clear Tax Report	Backup Material
OBO Waiver	Backup Material
Certification of Funds	Backup Material
Government Operations Comm. Presentation	Backup Material



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/9/2025

PRD - Standards of Care Ordinance

Agenda Item#: 23.

Summary:

ORDINANCE READOPTING THE HOUSTON YOUTH RECREATION PROGRAM'S STANDARDS OF CARE AS CODIFIED AT ARTICLE XII OF CHAPTER 32 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, containing findings and other provisions related to the subject; providing for severability

Background:

The Houston Parks and Recreation Department requests City Council approve an ordinance to readopt the Houston Youth Program Standards of Care.

The Standards of Care are intended to be the minimum standards HPARD will use of 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 recreation program for elementary 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, health and safety standards, and mechanisms for monitoring and 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.

Director's Signature:

Kenneth Allen, Director Houston Parks and Recreation Department

Prior Council Action:

August 26, 2024 (Ordinance 2024-609)

August 23, 2023 (Ordinance 2023-648)

August 24, 2022 (Ordinance 2022-633)

August 11, 2021 (Ordinance 2021-689)

Amount and Source of Funding:

N/A

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation Department (O) 832-395-7069

ATTACHMENTS:

Description

Type

RCA

Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 7/9/2025

PRD - Standards of Care Ordinance

Agenda Item#: 1.

Summary:

Background:

The Houston Parks and Recreation Department requests City Council approve an ordinance to readopt the Houston Youth Program Standards of Care.

The Standards of Care are intended to be the minimum standards HPARD will use of 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 recreation program for elementary 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, health and safety standards, and mechanisms for monitoring and 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.

Director's Signature:

- DocuSigned by

7/14/2025

Kenneth Allen, Director

Houston Parks and Recreation Department

Prior Council Action:

August 26, 2024 (Ordinance 2024-609)

August 23, 2023 (Ordinance 2023-648)

August 24, 2022 (Ordinance 2022-633)

August 11, 2021 (Ordinance 2021-689)

Amount and Source of Funding:

N/A

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation Department (O) 832-395-7069

ATTACHMENTS:

DescriptionTypeOrd 2024-609Backup MaterialOrd 2023-648Backup MaterialOrd 2022-633Backup MaterialOrd 2021-689Backup Material



Meeting Date: 8/19/2025
District A, District C, District G, District H, District J
Item Creation Date: 6/20/2025

PRD - Interlocal Agreement for Operation and Maintenance of various City Parks

Agenda Item#: 24.

Summary:

ORDINANCE approving and authorizing Interlocal Agreement between City of Houston, Texas, and HARRIS COUNTY, TEXAS, for Operation and Maintenance of Various Parks - <u>DISTRICTS</u> <u>C - KAMIN; F - THOMAS; G - HUFFMAN; and J - POLLARD</u>

Background:

The Houston Parks and Recreation Department (HPARD) recommends that the City Council approve an Interlocal Agreement between the City of Houston and Harris County (the County) to transfer the operation and maintenance responsibility of various City Parks situated in Harris County Precinct 4 to the County.

The Interlocal Agreement applies to seven (7) City Parks:

Park Name	District	Address
Bonham Park	J	8401 Braes Acres Road, Houston, TX 77074
Cottage Grove Park	С	2100 Arabelle Street, Houston, TX 77007
Jaycee Park	С	1300 Seamist Drive, Houston, TX 77008
Kirkwood Greenspace	F	9791 S. Kirkwood Drive, Houston, TX 77099
Reeves (Gail) Park	С	8800 Mullins Drive, Houston, TX 77096
Waldemar Park	G	11700 Waldemar Drive, Houston, TX 77077
Ballfield and perimeter	С	2400 West 11 th Street, Houston, TX 77008
greenspace at The Lorraine		
Cherry Nature Preserve		

The proposed interlocal agreement authorizes the County to operate and maintain the Parks and improvements in the Parks for public park and recreational purposes. The proposed agreement is for a term of 20 years. The City will retain ownership and shall not be responsible for any costs or expenses under this agreement.

The County shall be solely responsible for operating and maintaining the Parks in the same manner it would other county parks, including mowing every 14 days, litter removal every three days, and quarterly playground inspections.

HPARD will retain exclusive control and supervision of the designated nature preserve area consisting of approximately 18 acres of wooded area and natural trails located inside The Lorraine

Cherry Nature Preserve (the "Excluded Area") and continue to provide ongoing operations and maintenance of the Excluded Area.

Fiscal Note: No significant Fiscal Operating impact is anticipated as a result of this action.

Director's Signature:

Kenneth Allen, Director
Houston Parks and Recreation Department

Amount and Source of Funding:

No city of Houston funding required.

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation Department (O) 832-395-7069

ATTACHMENTS:

Description Type

Corrected RCA/Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025
District A, District C, District G, District H, District J
Item Creation Date: 6/20/2025

PRD - Interlocal Agreement for Operation and Maintenance of various City Parks

Agenda Item#: 24.

Summary:

ORDINANCE approving and authorizing Interlocal Agreement between City of Houston, Texas, and HARRIS COUNTY, TEXAS, for Operation and Maintenance of Various Parks - DISTRICTS C - KAMIN; F - THOMAS; G-HUFFMAN; and J - POLLARD

Background:

The Houston Parks and Recreation Department (HPARD) recommends that the City Council approve an Interlocal Agreement between the City of Houston and Harris County (the County) to transfer the operation and maintenance responsibility of various City Parks situated in Harris County Precinct 4 to the County.

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Reeves (Gail) Park	С	8800 Mullins Drive, Houston, TX 77096
Waldemar Park	G	11700 Waldemar Drive, Houston, TX 77077
Ballfield and perimeter greenspace at The Lorraine Cherry Nature Preserve	С	2400 West 11 th Street, Houston, TX 77008

The proposed interlocal agreement authorizes the County to operate and maintain the Parks and improvements in the Parks for public park and recreational purposes. The proposed agreement is for a term of 20 years. The City will retain ownership and shall not be responsible for any costs or expenses under this agreement.

The County shall be solely responsible for operating and maintaining the Parks in the same manner it would other county parks, including mowing every 14 days, litter removal every three days, and quarterly playground inspections.

HPARD will retain exclusive control and supervision of the designated nature preserve area consisting of approximately 18 acres of wooded area and natural trails located inside The Lorraine Cherry Nature Preserve (the "Excluded Area") and continue to provide ongoing operations and maintenance of the Excluded Area.

Fiscal Note: No significant Fiscal Operating impact is anticipated as a result of this action.

Director's Signature:

DocuSianed by:

Kenneth Allen, Director

Houston Parks and Recreation Department

Amount and Source of Funding:

No city of Houston funding required.

Contact Information:

Martha Escalante, Sr. Staff Analyst Houston Parks and Recreation Department (O) 832-395-7069

ATTACHMENTS:

Docusign Envelope ID: C1A80824-6DF0-40AE-9DDB-972CF5A1361C

Description

RCA ILA

Ordinance

Type

Signed Cover sheet Backup Material Ordinance/Resolution/Motion



Meeting Date: 8/19/2025 ETJ Item Creation Date: 7/22/2025

HPW - 20WR562 – Petition Creation (117.142) Harris County Municipal Utility District No. 612

Agenda Item#: 25.

Summarv:

ORDINANCE consenting to the creation of 117.142 acres of land to **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 612**, for inclusion in its district; authorizing the district to issue bonds, subject to certain condition

Background:

SUBJECT: Petition for the City's consent to the creation of 117.142 acres as Harris County Municipal Utility District No. 612.

<u>RECOMMENDATION:</u> Petition for the City' consent to the creation of 117.142 acres as Harris County Municipal Utility District No. 612 be approved.

<u>SPECIFIC EXPLANATION:</u> The owners of 117.142 acres of land, located within Harris County and in the extraterritorial jurisdiction of the City of Houston (the "City"), have petitioned the City for consent to create a district. The name of the proposed district shall be Harris County Municipal Utility District No. 612 (the "District"). The proposed District consists of vacant land and is proposed to be developed as industrial and commercial property. The proposed District is in the vicinity of Sam Houston Parkway, Anderson Road, Hiram Clarke Road, and Almeda Road. The creation of the District does not release it from the City's extraterritorial jurisdiction.

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

The District will have a wastewater collection system. The District will be provided with wastewater treatment by the Almeda Sims Wastewater Treatment Plant. Potable water will be provided by the City.

The nearest major drainage facility for Harris County Municipal Utility District No. 612 is Sims Bayou, which flows into the Houston Ship Channel. The proposed creation is not within the 100-year floodplain or 500- year floodplain.

By executing the Petition for Creation, 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:

DescriptionSigned Coversheet
Ordinance

Type

Signed Cover sheet Ordinance/Resolution/Motion



Meeting Date: ETJ Item Creation Date: 7/22/2025

HPW - 20WR562 – Petition Creation (117.142) Harris County Municipal Utility District No. 612

Agenda Item#:

Background:

SUBJECT: Petition for the City's consent to the creation of 117.142 acres as Harris County Municipal Utility District No. 612.

<u>RECOMMENDATION:</u> Petition for the City' consent to the creation of 117.142 acres as Harris County Municipal Utility District No. 612 be approved.

<u>SPECIFIC EXPLANATION:</u> The owners of 117.142 acres of land, located within Harris County and in the extraterritorial jurisdiction of the City of Houston (the "City"), have petitioned the City for consent to create a district. The name of the proposed district shall be Harris County Municipal Utility District No. 612 (the "District"). The proposed District consists of vacant land and is proposed to be developed as industrial and commercial property. The proposed District is in the vicinity of Sam Houston Parkway, Anderson Road, Hiram Clarke Road, and Almeda Road. The creation of the District does not release it from the City's extraterritorial jurisdiction.

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

The District will have a wastewater collection system. The District will be provided with wastewater treatment by the Almeda Sims Wastewater Treatment Plant. Potable water will be provided by the City.

The nearest major drainage facility for Harris County Municipal Utility District No. 612 is Sims Bayou, which flows into the Houston Ship Channel. The proposed creation is not within the 100-year floodplain or 500- year floodplain.

By executing the Petition for Creation, 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:

(May 1/22/2025

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

AN ORDINANCE CONSENTING TO THE CREATION OF 117.142 ACRES OF LAND TO HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 612, FOR INCLUSION IN ITS DISTRICT; AUTHORIZING THE DISTRICT TO ISSUE BONDS, SUBJECT TO CERTAIN CONDITION; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, CG 7600 L.P., a Texas limited partnership, and owner of the land described herein, and L1 Acquisitions LLC, a Texas limited liability company, who has entered into an earnest money contract to purchase all or a portion of the land described herein, have petitioned the City of Houston (the "City") to consent to the creation of Harris County Municipal District No. 612 (the "District"), containing approximately 117.142 acres of land, consisting of one (1) tract as described in Exhibit "A" to the Petition for Consent to the Creation of a Municipal Utility District, and located within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, Ordinance No. 2006-160, passed and adopted by the City Council on February 21, 2006, sets forth certain conditions for the creation or inclusion of the land within a conservation and reclamation district in the City's ETJ and permitting such district to issue bonds for certain recreational, road, and fire-fighting facilities; and

WHEREAS, the District is located in Harris County, Texas ("County"), and one or more drainage plans for grading, fill, construction of buildings or infrastructure within the

proposed area of the District, will be required to be submitted to, and approved by, the County; and

WHEREAS, components of the drainage plan may include a variety of engineering solutions to manage and mitigate flooding based on the County's floodplain management rules and regulations; NOW, THEREFORE,

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

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

Section 2. That attached to this ordinance and made a part hereof is the Petition requesting the consent of the City to the creation of the District containing 117.142 acres of land, consisting of one (1) tract as described in **Exhibit "A"** to the Petition and within the City's ETJ. The Petition is hereby granted, subject to the terms and conditions set forth in **Exhibit "B"** to the Petition.

Section 3. That the City Council further hereby notifies the referenced District, its residents and property owners of the provisions of applicable law allowing the City to create a district and annex land of the district located within the City's ETJ, including without limitation, the creation of this District and annexation of the land authorized to be included in this District. The City requires that the District include a statement in its form required under Section 49.455, Texas Water Code, reflecting such creation and annexation by the City.

Section 4. That a public emergency exists requiring that this ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this

ordinance shall take effect immediately upon its passage and approval by the Mayor; provided, however, that if the Mayor fails to sign this ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED ON _	·
APPROVED ON	
Pursuant to Article VI, Section 6, Houston	City Charter, the effective date of the foregoing
Ordinance is:	
ATTEST:	CITY OF HOUSTON, TEXAS Signed by:
City Secretary of the City of Houston	Mayor of the City of Houston
PREPARED BY:	

Kim Mickelson, Senior Assistant City Attorney

Director – Houston Public Works Department

Requested by Randall V. Macchi

KM/gb 08/25/2025

PETITION FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

CG 7600 L.P., a Texas limited partnership (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, respectfully petitions the City Council of the City of Houston (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 612 (the "District").

Π.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

Ш.

The District shall contain an area of 117.142 acres of land, more or less, situated in Harris County, Texas. All of the land proposed to be included in the District is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.021 et. seq., as amended) of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioner holds fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land, as indicated by the certificate of ownership provided by the Harris Central Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Harris County, Texas.

V.

The Petitioner represents that there are no lienholders on the Land.

LI ACQUISITIONS, LLC, a Texas limited liability company, has entered into an earnest money contract to purchase all or a portion of the Land and desires to be considered as a Petitioner for the consent to creation of the District.

VII.

The general nature of the work to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement, and extension of such additional facilities, including parks and recreational facilities, and road facilities, systems, plants and enterprises as shall be consistent with all of the purposes for which the District is created.

VIII.

There is, for the following reasons, a necessity for the above-described work. The Land is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Harris County, Texas. There is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, adequate road facilities, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, road facilities, and parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, drainage and storm sewer system, road facilities, and parks and recreational facilities, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

IX.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land under the same conditions as set forth in **Exhibit B** attached hereto and incorporated herein for all purposes. Petitioner hereby

covenants that if the requested consent to creation of the District is given, Petitioner will adopt and abide by said conditions.

X.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$16,950,000.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$8,730,000.

XII.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$4,460,000.

XIII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$30,140,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 17 day of February, 2025.

CG 7600 L.P., a Texas limited partnership

By: CG 233 Inc., a Texas corporation, its General Partner

By: C. D. Hawa

THE STATE OF TEXAS

§

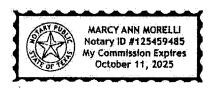
COUNTY OF HACE'S

8

This instrument was acknowledged before me on <u>February 17</u>, 2025, by C. Michael Garver, as President of CG 233 Inc., a Texas corporation, General Partner of CG 7600 L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

Marcy ann Mirelli. Notary Public, State of Texas

(NOTARY SEAL)



Earnest Money Contract Holder:

LI ACQUISITIONS, LLC, a Texas limited liability company

Name: Kenneth Chang
Title: Authorized Signatory

COUNTY OF Hacris

This instrument was acknowledged before me on February 21, 2025, by Kenneth Chang, as Authorize Signatory of LI ACQUISITIONS, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

(NOTARY SEAI

KHRYSTALSJHA BLACK
Notary Public, State of Texas
Comm. Expires 06-28-2026
Notary ID 133833850

Attachments:

Exhibit A: Description of the Land

Exhibit B: Conditions of City of Houston

Exhibit A (Metes and Bounds Description of the Land)



DESCRIPTION OF 117.142 ACRES OR 5,102,693 SQ. FT.

A TRACT OR PARCEL CONTAINING 117,142 ACRES OR 5,102,693 SQUARE FEET OF LAND SITUATED IN THE N. B. WATERS SURVEY, ABSTRACT NO. 872, THE H. SANDERS SURVEY, ABSTRACT NO. 753 AND THE R. T. BLACKBURN SURVEY, ABSTRACT NO. 160, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 143,1 ACRE TRACT OF LAND CONVEYED TO CG 7600 L.P. AS RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. U568714, WITH SAID 117,142 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "HOVIS" FOUND ON THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF SUMMERLYN DRIVE (60' WIDTH) AS DEPICTED ON HIRAM CLARKE ROAD AND SUMMERLYN DRIVE STREET DEDICATION, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 581159 OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.) MARKING THE NORTHEASTERLY CORNER OF A CALLED 3.3486 ACRE TRACT OF LAND CONVEYED TO AKES INVESTMENTS INC. AS RECORDED UNDER H.C.C.F. NO. RP-2018-501138, FOR THE WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH SAID SOUTHERLY R.O.W. LINE OF SUMMERLYN DRIVE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 87 DEG. 33 MIN. 55 SEC. EAST, A DISTANCE OF 1,208.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 87 DEG. 27 MIN. 23 SEC. EAST, A DISTANCE OF 465,69 FEET TO A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND MARKING THE SOUTHEASTERLY END OF SAID HIRAM CLARKE ROAD AND SUMMERLYN DRIVE STREET DEDICATION;

THENCE, NORTH 02 DEG. 32 MIN. 37 SEC. WEST WITH THE EASTERLY LINE OF SAID HIRAM CLARKE ROAD AND SUMMERLYN DRIVE STREET DEDICATION, A DISTANCE OF 60.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF THE NORTHERLY R.O.W. LINE OF SAID SUMMERLYN DRIVE, THE EASTERLY R.O.W. LINE OF CHEVERY DRIVE (60' WIDTH) AS DEPICTED ON SUMMERLYN SEC 1, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 581163, H.C.M.R. AND A NORTHERLY LINE OF SAID 143.1 ACRETRACT;

THENCE, NORTH 87 DEG. 27 MIN. 23 SEC. EAST WITH THE COMMON LINE OF SAID 143.1 ACRE TRACT AND SAID SUMMERLYN SEC 1, PASSING AT A DISTANCE OF 883,56 FEET A 5/8 INCH IRON ROD FOUND MARKING THE EASTERLY R.O.W. LINE OF BRIGHT GLEN DRIVE (60' WIDTH, FILM DOE NO. 581163, H.C.M.R.), CONTINUING WITH THE COMMON LINE OF SAID 143.1 ACRE TRACT, SAID SUMMERLYN SEC 1 AND A CALLED 13 ACRE TRACT OF LAND CONVEYED TO B.F. PIZZITOLA, JR. AS RECORDED UNDER H.C.C.F. NO. U753883, CONTINUING FOR A TOTAL DISTANCE OF 1,658.32 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON SOUTHERLY CORNER OF SAID 143.1 ACRE TRACT AND SAID 13 ACRE TRACT;

THENCE, NORTH 02 DEG. 28 MIN. 27 SEC. WEST WITH THE COMMON LINE OF SAID 143.1 ACRE TRACT AND SAID 13 ACRE TRACT, A DISTANCE OF 1,607.15 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON CORNER OF SAID 143.1 ACRE TRACT, SAID 13 ACRE TRACT AND A CALLED 0.7690 ACRE TRACT OF LAND CONVEYED TO JOE M. KEYWORTH AS RECORDED UNDER H.C.C.F. NO. RP-2019-2585;

THENCE, NORTH 87 DEG. 30 MIN. 37 SEC. EAST WITH THE COMMON LINE OF SAID 143.1 ACRE TRACT, SAID 0.7690 ACRE TRACT AND A CALLED 1 ACRE TRACT OF LAND CONVEYED TO ROSE LYNN KEYWORTH AND ROBERT CARL ANDREWS AS RECORDED UNDER VOLUME 3456, PAGE 738 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), A

DISTANCE OF 218.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE COMMON SOUTHERLY CORNER OF SAID 143.1 ACRE TRACT AND SAID 1 ACRE TRACT;

THENCE, NORTH 02 DEG. 20 MIN. 43 SEC. WEST WITH THE COMMON LINE OF SAID 143.1 ACRE TRACT, SAID 1 ACRE TRACT AND A CALLED 1.2236 ACRE TRACT OF LAND CONVEYED TO HIEP PHAM AND DUNG P. NGUYEN AS RECORDED UNDER H.C.C.F. NO. RP-2021-224903, A DISTANCE OF 1,003:66 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHERLY R.O.W. LINE OF ANDERSON ROAD (60' WIDTH, VOLUME 78, PAGE 628, H.C.D.R.) MARKING THE COMMON NORTHERLY CORNER OF SAID 143.1 ACRE TRACT AND SAID 1.2236 ACRE TRACT FOR THE NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1 INCH IRON PINCHED TOP PIPE FOUND FOR REFERENCE BEARS SOUTH 02 DEG. 20 MIN. 43 SEC. EAST, 0.52 FEET AND A 2 INCH IRON PIPE FOUND FOR REFERENCE BEARS NORTH 30 DEG. 59 MIN. WEST, 1.30 FEET;

THENCE, NORTH 87 DEG. 30 MIN. 20 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF ANDERSON ROAD, A DISTANCE OF 642:93 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE NORTHWESTERLY CORNER OF A CALLED 12.777 ACRE TRACT OF LAND AS DESCRIBED IN A LIS PENDENS NOTICE RECORDED UNDER H.C.C.F. NO. RP-2020-601569;

THENCE, SOUTH 02 DEG. 18 MIN, 14 SEC. EAST WITH THE WESTERLY LINE OF SAID 12.777 ACRE TRACT, A DISTANCE OF 2,600.00 FEET TO A CAPPED 5/8 INCH. IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWESTERLY CORNER OF SAID 12.777 ACRE TRACT;

THENCE, NORTH 87 DEG. 30 MIN. 20 SEC. EAST WITH THE SOUTHERLY LINE OF SAID 12.777 ACRE TRACT, A DISTANCE OF 213.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "LANDTECH" FOUND MARKING THE SOUTHEASTERLY CORNER OF SAID 12.777 ACRE TRACT;

THENCE, WITH THE EASTERLY LINE OF SAID 12.777 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 02 DEG. 18 MIN. 14 SEC. WEST, A DISTANCE OF 2,390.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 04 DEG. 57 MIN. 35 SEC. EAST, A DISTANCE OF 210.83 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON SAID SOUTHERLY R.O.W. LINE OF ANDERSON ROAD MARKING THE NORTHEASTERLY CORNER OF SAID 12.777 ACRE TRACT;

THENCE, NORTH 87 DEG. 30 MIN. 20 SEC. EAST WITH SAID SOUTHERLY R.O.W. LINE OF ANDERSON ROAD, A DISTANCE OF 73.34 FEET TO A POINT LOCATED IN A DRAINAGE DITCH, FOR THE NORTHEASTERLY CORNER OF SAID 143.1 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EASTERLY LINE OF SAID 143.1 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 02 DEG. 18 MIN. 14 SEC. EAST, A DISTANCE OF 2,607.68 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR CORNER;

SOUTH 85 DEG. 42 MIN. 57 SEC. EAST, A DISTANCE OF 26,68 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR CORNER;

SOUTH 02 DEG. 11 MIN. 17 SEC. EAST, A DISTANCE OF 7.96 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR CORNER:

SOUTH 87 DEG. 36 MIN. 42 SEC. WEST, A DISTANCE OF 28.51 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR CORNER;

SOUTH 02 DEG. 43 MIN. 40 SEC. EAST, A DISTANCE OF 33.66 FEET TO A POINT LOCATED IN A DRAINAGE DITCH ON THE NORTHERLY R.O.W. LINE OF BELTWAY 8 (WIDTH VARIES, H.C.C.F. NOS. B382604, M458199, M538663 AND R193695), FOR A SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, WITH SAID NORTHERLY R.O.W. LINE OF BELTWAY 8, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

SOUTH 68 DEG. 50 MIN, 59 SEC. WEST, A DISTANCE OF 327.22 FEET TO A "TXDOT" DISK IN CONCRETE FOUND MARKING AN ANGLE POINT:

SOUTH 02 DEG. 26 MIN. 26 SEC. EAST, A DISTANCE OF 94,97 FEET TO A CONCRETE MONUMENT FOUND MARKING AN ANGLE POINT:

SOUTH 22 DEG. 50 MIN. 38 SEC. WEST, A DISTANCE OF 313,72 FEET TO A "TXDOT" DISK IN CONCRETE FOUND MARKING AN ANGLE POINT;

SOUTH 71 DEG. 23 MIN, 56 SEC. WEST, A DISTANCE OF 439.97 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A POINT OF CURVATURE:

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 17 DEG. 07 MIN. 05 SEC., AN ARC LENGTH OF 855.90 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 79 DEG. 57 MIN. 28 SEC. WEST, - 852.72 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A POINT OF COMPOUND CURVATURE;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET, A CENTRAL ANGLE OF 00 DEG. 55 MIN. 01 SEC., AN ARC LENGTH OF 180.98 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88 DEG. 58 MIN. 31 SEC. WEST, - 180.98 FEET TO A 5/8 INCH IRON ROD FOUND MARKING A POINT OF TANGENCY;

SOUTH 89 DEG. 26 MIN. 02 SEC., WEST, A DISTANCE OF 2,004.36 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT, FROM WHICH A CAPPED 5/8 INCH IRON ROD (ILLEGIBLE) FOUND FOR REFERENCE BEARS NORTH 04 DEG. 32 MIN. EAST, 3.66 FEET;

NORTH 89 DEG. 13 MIN. 31 SEC. WEST, A DISTANCE OF 291.28 FEET TO A "TXDOT" DISK IN CONCRETE FOUND MARKING AN ANGLE POINT:

NORTH 86 DEG. 46 MIN. 27 SEC. WEST, A DISTANCE OF 313.49 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHEASTERLY CORNER OF UNRESTRICTED RESERVE "A", BLOCK 1 OF SINGH MART, MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 678528, H.C.M.R., FOR THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A "TXDOT" DISK IN CONCRETE FOUND FOR REFERENCE BEARS SOUTH 86 DEG. 46 MIN. 27 SEC. EAST, 2.45 FEET;

THENCE, NORTH 02 DEG. 26 MIN. 05 SEC. WEST WITH THE EASTERLY LINE OF SAID UNRESTRICTED RESERVE "A" AND SAID 3.3486 ACRE TRACT, A DISTANCE OF 578.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 117.142 ACRES OR 5,102,693 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59967, PREPARED BY WINDROSE.

MATTHEW CARPENTER
R.P.L.S. NO 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

MATTHEW CARPENTERD

6942

505

SURVE

12-31-2024 DATE:

Exhibit B (Conditions of City of Houston)



EXHIBIT "B"

- (a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Houston, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interestpayment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the onemonth period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. The resolution authorizing the issuance of the District's bonds will contain a provision that any pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Houston, Texas, annexes the District, takes over the assets of the District and assumes all of the obligations of the District. No land located within the extraterritorial jurisdiction of the City of Houston will be added or annexed to the District until the City of Houston has given its written consent by resolution or ordinance of the City Council to such addition or annexation.
- (b) (1) Before the commencement of any construction within the District, its directors. officers, or developers and landowners will submit to the Director of the Department of Public Works and Engineering of the City of Houston, or to his designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City of Houston. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, installed or used within the District will comply with the City of Houston's standard plans and specifications as amended from time to time. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer. drainage and road facilities will be in accordance with the approved plans and specifications. and with applicable standards and specifications of the City of Houston; and during the progress of the construction and installation of such facilities, the Director of Public Works and

Engineering of the City of Houston, or an employee thereof, may make periodic on-the-ground inspections.

- (2) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Houston's Department of Parks and Recreation and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the Director of the City of Houston Parks and Recreation Department.
- (3) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Houston's Fire Department and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the Chief of the City of Houston Fire Department.
- (c) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the Department of Public Works and Engineering, City of Houston, as well as to the TCEQ. The District will agree that representatives of the City of Houston may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.
- (d) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.
- (e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the Planning Commission of the City of Houston of a plat which will be duly recorded in the Real Property Records of Harris County, Texas, and otherwise comply with the rules and regulations of the Department of Planning and Development and the Department of Public Works and Engineering of the City of Houston.



Meeting Date: 8/19/2025 District H Item Creation Date: 7/22/2025

HPW20RDP10110/Abandonment and sale of Ira Street and various conveyances to City out of the Navigation Addition/Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001 and BY25-001

Agenda Item#: 26.

Summary:

ORDINANCE finding and determining that public convenience and necessity no longer require the continued use of Ira Street, from N. Eastwood Street West to its terminus, said street being situated in the S.M. Williams Survey, Abstract Number 87, in between Lot 1, Block 1, and Lot 1, Block 2, Navigation Addition; abandoning such street easements to Buffalo Bayou Partnership and David Hernandez, the abutting property owners, in consideration of their cash payment to the City in the amount of \$66,535.00 and conveyances to the City of: 1) two storm sewer easements, 2) a 2,926 square-foot tract of fee owned land, and 3) a hike and bike trail easement, all land and easements being situated in the S.M. Williams Survey, Abstract Number 87, Harris County, Texas, and other good and valuable consideration - **DISTRICT H - CASTILLO**

Background:

<u>SUBJECT:</u> Ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

RECOMMENDATION: It is recommended City Council approve an ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey, and a consideration of \$66,535.00. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

SPECIFIC EXPLANATION: Ian Rosenberg of Buffalo Bayou Partnership (BBP) requested the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, out of the Navigation Addition, out of the S. M. Williams Survey. Buffalo Bayou Partnership, the abutting property owner to the northern portion of Ira Street, plans to use the right of way to create an access path from Buffalo Bayou trails to N. Eastwood to create a connection from the neighborhood to the south as part of the Tri-Party Agreement with Harris County and the City of Houston as part of the Buffalo Bayou East Master Plan. On September 28, 2022, under Ordinance

2022-0715, City Council authorized a Tri-Party Agreement between Buffalo Bayou Partnership, Harris County and the City of Houston as part of the Buffalo Bayou East End Master Plan. Pursuant to the Tri-Party Agreement under Article V, Section 5.14(a1), it is agreed and understood by the City of Houston and BBP that the requirement for the City to receive fair market value for such conveyances of title will be satisfied by BBP conveying to the City title of its fee ownership of parcels to be transferred to the City and by other non-monetary considerations from BBP's obligations under the Tri-Party Agreement. In addition, because the \$185,391,340.00 amount of BBP's contribution exceeds the City's contribution of \$85,973,118.00, BBP's contributions are greater than the value of Ira Street to be abandoned. David Hernandez, the abutting property owner to the southern portion of Ira Street, plans to incorporate the right of way into his property. The Joint Referral Committee reviewed and approved the request.

Buffalo Bayou Partnership and David Hernandez have complied with the transaction requirements, and David Hernandez has accepted the City's offer, and has rendered payment.

The City will abandon to Buffalo Bayou Partnership:

Parcel SY22-079

2,926 square feet of street easement

In exchange, Buffalo Bayou Partnership will convey to the City:

Parcel BY25-001

2,926 square feet of fee-owned land for trailhead

Parcel BY24-001

2,213 square feet of hike and bike trail easement

The City will abandon and sell to David Hernandez.:

Parcel SY22-095

2,924 square feet of street easement \$107,106.00 (R)

Valued at \$37.00 per square foot x 99%

TOTAL ABANDONMENT AND SALE: \$107,106.00

In exchange, David Hernandez paid:

Cash \$66,535.00

Plus, David Hernandez will convey to the City:

Parcel LY22-019B

2,059 square feet storm sewer easement

Valued at \$37.00 per square foot x 50% \$38,092.00 (R)

Parcel LY22-020B

134 square feet storm sewer easement

Valued at \$37.00 per square foot x 50% \$2,479.00

TOTAL CASH AND CONVEYANCE:

\$107,106.00

It is recommended City Council approve an ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey, and a consideration of \$66,535.00.

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

Randall V. Macchi, JD Director, Houston Public Works

Prior Council Action:

Ordinance No. 2022-715, dated 9-28-2022

Amount and Source of Funding:

REVENUE Fund 1000 General 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
Addie L. Jackson, Esq., Assistant Director	Construction- Real Estate Services	832.395.3164

ATTACHMENTS:

Description	Туре
Signed Coversheet	Signed Cover sheet
Aerial Map - Abandonment	Backup Material
Aerial Map - Conveyances	Backup Material
Location Map	Backup Material
Council District Map	Backup Material



Meeting Date: District H Item Creation Date: 7/22/2025

HPW20RDP10110/Abandonment and sale of Ira Street and various conveyances to City out of the Navigation Addition/Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001 and BY25-001

Agenda Item#:

Background:

<u>SUBJECT:</u> Ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

RECOMMENDATION: It is recommended City Council approve an ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey, and a consideration of \$66,535.00. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

SPECIFIC EXPLANATION: Ian Rosenberg of Buffalo Bayou Partnership (BBP) requested the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, out of the Navigation Addition, out of the S. M. Williams Survey. Buffalo Bayou Partnership, the abutting property owner to the northern portion of Ira Street, plans to use the right of way to create an access path from Buffalo Bayou trails to N. Eastwood to create a connection from the neighborhood to the south as part of the Tri-Party Agreement with Harris County and the City of Houston as part of the Buffalo Bayou East Master Plan. On September 28, 2022, under Ordinance 2022-0715, City Council authorized a Tri-Party Agreement between Buffalo Bayou Partnership, Harris County and the City of Houston as part of the Buffalo Bayou East End Master Plan. Pursuant to the Tri-Party Agreement under Article V, Section 5.14(a1), it is agreed and understood by the City of Houston and BBP that the requirement for the City to receive fair market value for such conveyances of title will be satisfied by BBP conveying to the City title of its fee ownership of parcels to be transferred to the City and by other non-monetary considerations from BBP's obligations under the Tri-Party Agreement. In addition, because the \$185,391,340.00 amount of BBP's contribution exceeds the City's contribution of \$85,973,118.00, BBP's contributions are greater than the value of Ira Street to be abandoned. David Hernandez, the abutting property owner to the southern portion of Ira Street, plans to incorporate the right of way into his property. The Joint Referral Committee reviewed and approved the request.

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\$107,106.00 (R)

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Valued at \$37.00 per square foot x 50% \$38,092.00 (R)

Parcel LY22-020B

134 square feet storm sewer easement

Valued at \$37.00 per square foot x 50% \$2,479.00

TOTAL CASH AND CONVEYANCE: \$107,106.00

It is recommended City Council approve an ordinance authorizing the abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey, and a consideration of \$66,535.00.

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

DocuSigned by:

7/29/2025

Randall V. Macchi, JD

Director, Houston Public Works

Prior Council Action:

Ordinance No. 2022-715, dated 9-28-2022

Amount and Source of Funding:

REVENUE Fund 1000 General Fund

Contact Information:

NameService LineContact No.Roberto Medina, Assistant DirectorDO-HPW Council Liaison Office832.395.2456Maria Perez, HPW Agenda CoordinatorDO-HPW Council Liaison Office832.395.2282Addie L. Jackson, Esq., Assistant DirectorConstruction- Real Estate Services832.395.3164

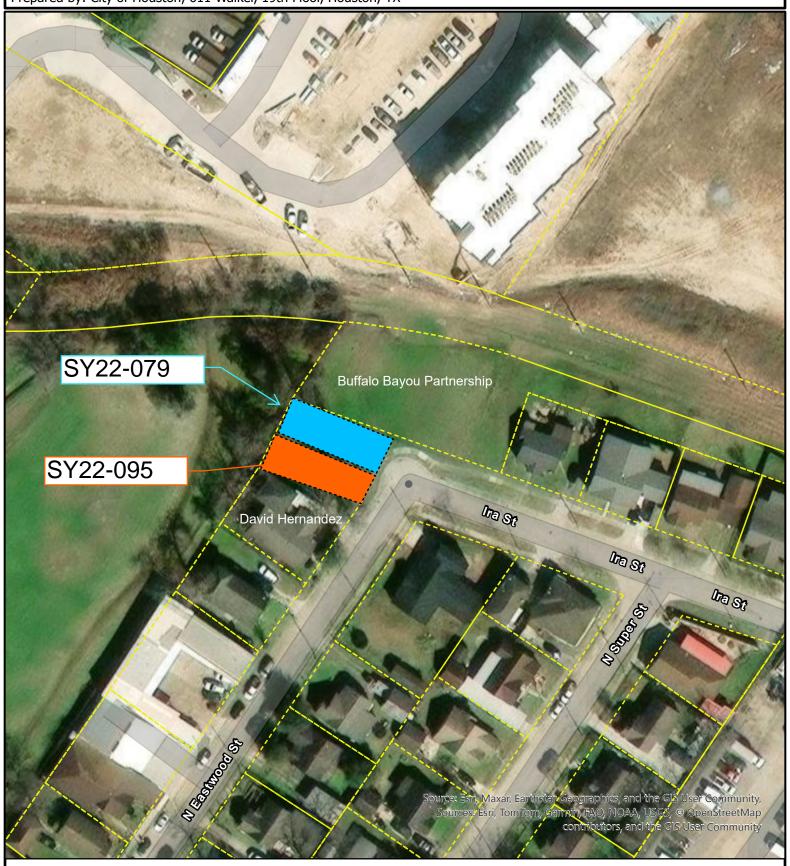
ATTACHMENTS:

Description Type Aerial Map - Abandonment Backup Material Aerial Map - Conveyances **Backup Material** Location Map **Backup Material** Council District Map Backup Material Attachment A Financial Information Prior Council Action Part 1 **Backup Material** Prior Council Action Part 2 Backup Material

PARCEL MAP - ABANDONMENT

Description: Abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

Prepared by: City of Houston, 611 Walker, 19th Floor, Houston, TX

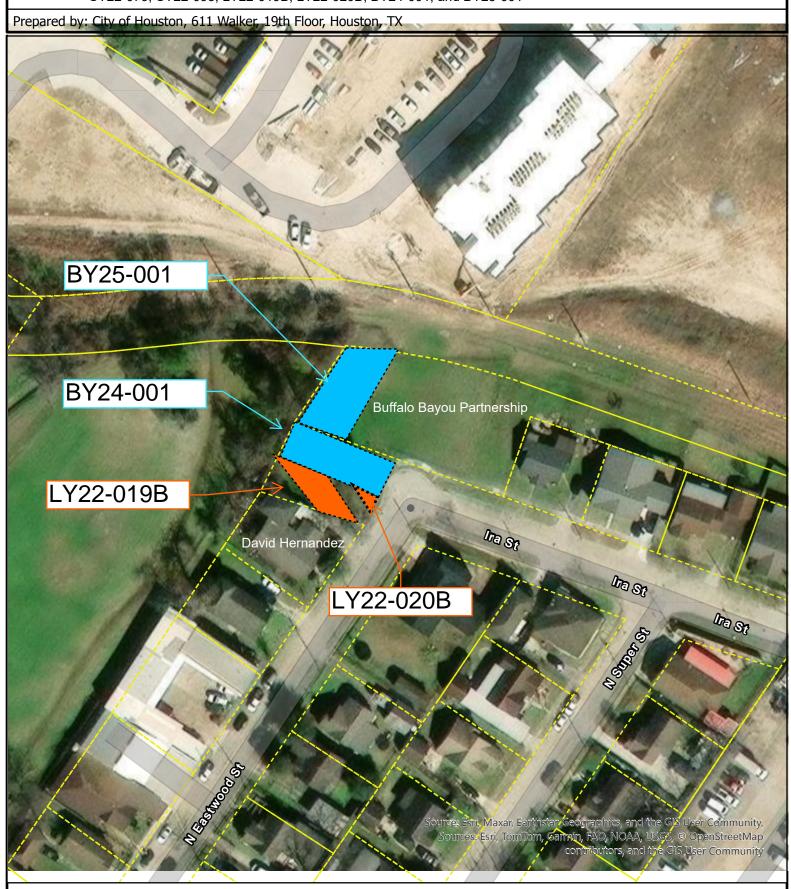




Disclaimer Statement: Geospatial or map data maintained by the Houston Public Works are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an onthe-ground survey and only represents the approximate location of property boundaries.

PARCEL MAP - ABANDONMENT

Description: Abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001





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LOCATION MAP

Description: Abandonment and sale of Ira Street, from N. Eastwood Street west to its terminus, in exchange for conveyance to the City of: 1) two storm sewer easements, 2) a 2,926 square feet of fee-owned land, and 3) a hike and bike trail easement, all out of the Navigation Addition, out of the S. M. Williams Survey. Parcels SY22-079, SY22-095, LY22-019B, LY22-020B, BY24-001, and BY25-001

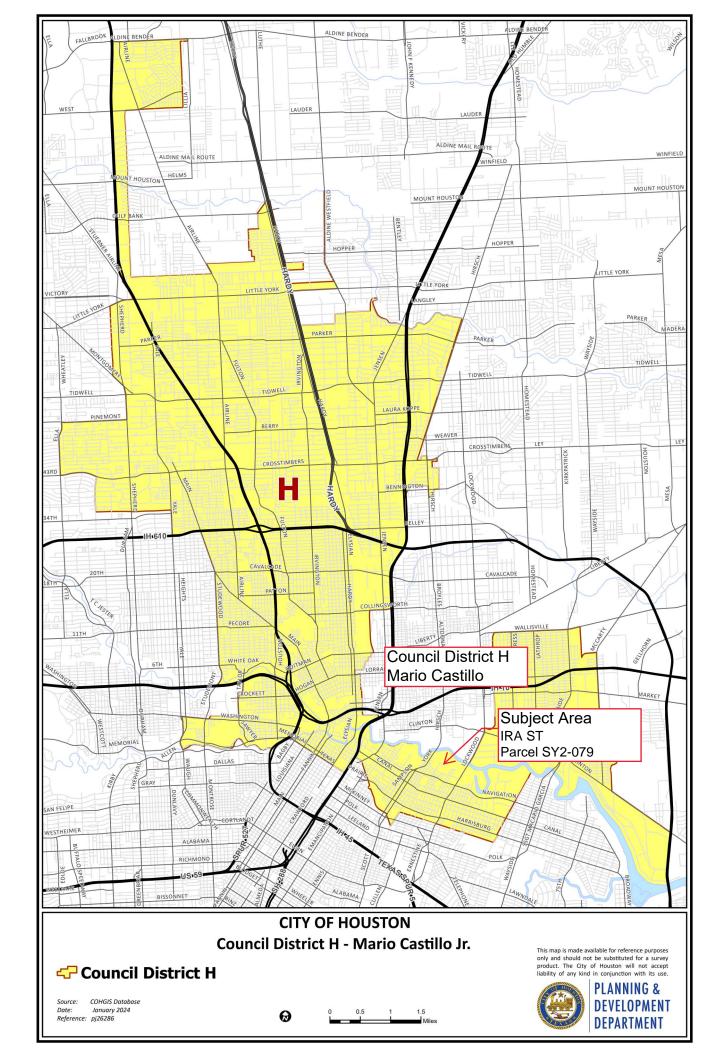
Subject Address:

Prepared by: City of Houston, 611 Walker, 19th Floor, Houston, TX





Disclaimer Statement: Geospatial or map data maintained by the Houston Public Works are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an onthe-ground survey and only represents the approximate location of property boundaries.





Meeting Date: 8/19/2025 ALL Item Creation Date: 8/6/2025

HPW – 20FMS144 – Coastal Water Authority Contract Revenue Bonds, Series 2025

Agenda Item#: 27.

Summary:

ORDINANCE approving the issuance and sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) to the **TEXAS WATER DEVELOPMENT BOARD**; approving the form, terms, and substance of a Seventh Supplemental Bond Resolution of the Coastal Water Authority relating to the bonds and related agreements; approving a Seventh Supplement to the projects contract between the City of Houston and **COASTAL WATER AUTHORITY**

Background:

SUBJECT: Approve an Ordinance authorizing the issuance and sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) (the "Series 2025 Bonds") to the Texas Water Development Board (the "TWDB") under the State Water Implementation Fund of Texas ("SWIFT") financial assistance program in an amount up to \$50,000,000 as the second installment of a \$320,000,000 multi-year commitment by the TWDB running from 2024 through 2028 to provide funding for the planning, design, construction and installation of a second B System raw water pipeline to mitigate the risk of failure of Coastal Water Authority ("CWA")'s existing B System raw water pipeline and loss of water to industrial facilities and the City of Houston ("City")'s East Water Purification Plant (the "CWA Transmission Expansion Project"); approving the form of the Seventh Supplemental Bond Resolution of CWA related to such Series 2025 Bonds and a continuing disclosure agreement of the City in a form required by the TWDB, and approving the related Seventh Supplement to the Projects Contract between the City and CWA authorizing CWA to proceed with the second installment of the TWDB financial assistance under a form of financing agreement provided by the TWDB and evidencing the City's payment obligations in connection therewith.

RECOMMENDATION: Approve An Ordinance Approving the Issuance and Sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) to the Texas Water Development Board; Approving the Form, Terms, and Substance of a Seventh Supplemental Bond Resolution of the Coastal Water Authority Relating to the Bonds and Related Agreements; Approving a Seventh Supplement to the Projects Contract Between the City of Houston and Coastal Water Authority; Containing Other Provisions Relating to the Subject; And Declaring an Emergency.

SPECIFIC EXPLANATION: The City and CWA have identified the CWA Transmission Expansion Project as a project that is critical to mitigating the risk of failure of CWA's existing B System raw water

pipeline and loss of water to industrial facilities and the City's East Water Purification Plant. Following the identification of the CWA Transmission Expansion Project as a critical infrastructure project, the City and CWA sought to establish the most cost-effective approach to financing the CWA Transmission Expansion Project. CWA and the City identified the TWDB SWIFT financial assistance program as a source of financing at below market rates and made application for financial assistance for the CWA Transmission Expansion Project. The TWDB approved a multi-year commitment under the SWIFT financial assistance program to purchase up to \$320,000,000 in Coastal Water Authority Contract Revenue Bonds (City of Houston Projects), proposed Series 2024 through proposed Series 2028, to finance the CWA Transmission Expansion Project.

CWA and the City intend for the Series 2025 Bonds to be issued in an amount not to exceed \$50,000,000 as the second of several series of Bonds issued to fund the CWA Transmission Project through the TWDB's SWIFT financial assistance program.

The Seventh Supplement to the Projects Contract authorizes CWA to undertake the CWA Transmission Project as an Other City Project under the Project Agreement and the existing Operating Contract between the City and CWA, authorizes the issuance of the Series 2025 Bonds, and obligates the City to make all principal installment and interest payments on the Series 2025 Bonds as an operations and maintenance expenses of the City's Combined Utility System.

This transaction was presented to the Budget and Fiscal Affairs Committee on July 29, 2025.

Randall V. Macchi, JD

Director, Houston Public Works

Prior Council Action:

Ordinance No. 2014-0995 dated November 12, 2014 Ordinance No. 2024-0584 dated August 14, 2024

Contact Information:

<u>Name</u>	Service Line	Contact Number
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		
Ekaterina Fitos, Planning Director	HPW – Houston Water	832.395.2712

Type

ATTACHMENTS:

Description

Signed Coversheet Signed Cover sheet



Meeting Date: 8/19/2025 ALL Item Creation Date: 8/6/2025

HPW - 20FMS144 - Coastal Water Authority Contract Revenue Bonds, Series 2025

Agenda Item#: 38.

Background:

SUBJECT: Approve an Ordinance authorizing the issuance and sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) (the "Series 2025 Bonds") to the Texas Water Development Board (the "TWDB") under the State Water Implementation Fund of Texas ("SWIFT") financial assistance program in an amount up to \$50,000,000 as the second installment of a \$320,000,000 multi-year commitment by the TWDB running from 2024 through 2028 to provide funding for the planning, design, construction and installation of a second B System raw water pipeline to mitigate the risk of failure of Coastal Water Authority ("CWA")'s existing B System raw water pipeline and loss of water to industrial facilities and the City of Houston ("City")'s East Water Purification Plant (the "CWA Transmission Expansion Project"); approving the form of the Seventh Supplemental Bond Resolution of CWA related to such Series 2025 Bonds and a continuing disclosure agreement of the City in a form required by the TWDB, and approving the related Seventh Supplement to the Projects Contract between the City and CWA authorizing CWA to proceed with the second installment of the TWDB financial assistance under a form of financing agreement provided by the TWDB and evidencing the City's payment obligations in connection therewith.

RECOMMENDATION: Approve An Ordinance Approving the Issuance and Sale of Coastal Water Authority Contract Revenue Bonds, Series 2025 (City of Houston Projects) to the Texas Water Development Board; Approving the Form, Terms, and Substance of a Seventh Supplemental Bond Resolution of the Coastal Water Authority Relating to the Bonds and Related Agreements; Approving a Seventh Supplement to the Projects Contract Between the City of Houston and Coastal Water Authority; Containing Other Provisions Relating to the Subject; And Declaring an Emergency.

SPECIFIC EXPLANATION: The City and CWA have identified the CWA Transmission Expansion Project as a project that is critical to mitigating the risk of failure of CWA's existing B System raw water pipeline and loss of water to industrial facilities and the City's East Water Purification Plant. Following the identification of the CWA Transmission Expansion Project as a critical infrastructure project, the City and CWA sought to establish the most cost-effective approach to financing the CWA Transmission Expansion Project. CWA and the City identified the TWDB SWIFT financial assistance program as a source of financing at below market rates and made application for financial assistance for the CWA Transmission Expansion Project. The TWDB approved a multi-year commitment under the SWIFT financial assistance program to purchase up to \$320,000,000 in Coastal Water Authority Contract Revenue Bonds (City of Houston Projects), proposed Series 2024 through proposed Series 2028, to finance the CWA Transmission Expansion Project.

CWA and the City intend for the Series 2025 Bonds to be issued in an amount not to exceed \$50,000,000 as the second of several series of Bonds issued to fund the CWA Transmission Project through the TWDB's SWIFT financial assistance program.

The Seventh Supplement to the Projects Contract authorizes CWA to undertake the CWA Transmission Project as an Other City Project under the Project Agreement and the existing Operating Contract between the City and CWA, authorizes the issuance of the Series 2025 Bonds, and obligates the City to make all principal installment and interest payments on the Series 2025 Bonds as an operations and maintenance expenses of the City's Combined Utility System.

This transaction was presented to the Budget and Fiscal Affairs Committee on July 29, 2025.

DocuSigned by:

8/11/2025

BE463EF0DF454EB...

Randall V. Macchi, JD

Director, Houston Public Works

Prior Council Action:

Ordinance No. 2014-0995 dated November 12, 2014 Ordinance No. 2024-0584 dated August 14, 2024

Contact Information:

<u>Name</u>	Service Line	Contact Number
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		

Floring Fitze Discrete	LIDIM III	022 205 2712	
Ekaterina Fitos, Planning Director	HPW – Houston Water	832.395.2712	

ATTACHMENTS:

Description

Prior Council Action Ord. 2014-0995

Prior Council Action Ord. 2024-0584

Туре

Backup Material Backup Material



Meeting Date: 8/19/2025 District J Item Creation Date: 7/11/2025

HPW-20FMS107 - TxDOT Advanced Funding Agreement, Surface Transportation Block Grant Program and Supplemental Transportation Program (Harwin Dr at Hillcroft Ave)

Agenda Item#: 28.

Summary:

ORDINANCE approving and authorizing Advance Funding Agreement for Surface Transportation Block Grant Program and Supplemental Transportation Program Off-System Project between City of Houston and **TEXAS DEPARTMENT OF TRANSPORTATION** for Harwin Dr at Hillcroft Ave Project (CSJ 0912-72-824) - **DISTRICT J - POLLARD**

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant Program and Supplemental Transportation Program.

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 Surface Transportation Block Grant Program and Supplemental Transportation Program. 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 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 reconstruction of the Harwin Dr and Hillcroft Ave intersection including existing traffic signals, pavement and pedestrian realm reconstruction, and associated stormwater, water, and wastewater infrastructure improvements.

The City has partnered with the Southwest Houston Redevelopment Authority (TIRZ #20) to complete the design of the improvements. The Authority secured a \$3,000,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Lizzie Fletcher. The Authority also secured \$5,000,000.00 of federal surface transportation block grant program funds through the Houston-Galveston Area Transportation Policy Council, which included 1,000,000 transportation development credits to satisfy part of the non-federal cost share.

Under the Agreement, the City is responsible for the design and construction of the improvements.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects.

Construction contract costs that exceed the \$8,000,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required cost share, construction cost overruns and City construction management costs, through an interlocal agreement with the Authority that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District	Project Location	Proposed Improvements
J	Harwin Dr at Hillcroft Ave	Reconstruction of existing intersection including traffic
		signal improvements, reconstruction of pavement and
		pedestrian realms, and infrastructure improvements for
		stormwater and drainage.

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-T20000-0012-7; CSJ# 0912-72-824

Amount and Source of Funding:

\$8,000,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$750,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

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:

DescriptionSigned Coversheet
Map

Type

Signed Cover sheet Backup Material



Meeting Date: 8/19/2025 District J Item Creation Date: 7/11/2025

HPW-20FMS107 - TxDOT Advanced Funding Agreement, Surface Transportation Block Grant Program and Supplemental Transportation Program (Harwin Dr at Hillcroft Ave)

Agenda Item#: 36.

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant Program and Supplemental Transportation Program.

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 Surface Transportation Block Grant Program and Supplemental Transportation Program. 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 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 reconstruction of the Harwin Dr and Hillcroft Ave intersection including existing traffic signals, pavement and pedestrian realm reconstruction, and associated stormwater, water, and wastewater infrastructure improvements.

The City has partnered with the Southwest Houston Redevelopment Authority (TIRZ #20) to complete the design of the improvements. The Authority secured a \$3,000,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Lizzie Fletcher. The Authority also secured \$5,000,000.00 of federal surface transportation block grant program funds through the Houston-Galveston Area Transportation Policy Council, which included \$1,000,000.00 transportation development credits to satisfy part of the non-federal cost share.

Under the Agreement, the City is responsible for the design and construction of the improvements.

Upon approval of plans by TxDOT, the City will advertise and manage construction of the projects. Construction contract costs that exceed the \$8,000,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required cost share, construction cost overruns and City construction management costs, through an interlocal agreement with the Authority that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District	Project Location	Proposed Improvements
J	Harwin Dr at Hillcroft Ave	Reconstruction of existing intersection including traffic
		signal improvements, reconstruction of pavement and pedestrian realms, and infrastructure improvements for stormwater and drainage.

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:

8/14/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-T20000-0012-7; CSJ# 0912-72-824

Amount and Source of Funding: \$8,000,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$750,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

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 Advanced Funding Agreement Type

Contract/Exhibit





Meeting Date: 8/19/2025 District F, District J Item Creation Date: 7/24/2025

HPW-20FMS108A - Appropriation for TxDOT Advanced Funding Agreement, Supplemental Transportation Program (International Management District Intersections) (1 of 2)

Agenda Item#: 29.

Summary:

ORDINANCE appropriating \$26,000.00 out of Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax as an appropriation to Advance Funding Agreement for Supplemental Transportation Program Off-System Project between City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the International Management District Intersections Project (CSJ 0912-72-829) - **DISTRICTS F - THOMAS and J - POLLARD**

Background:

SUBJECT: Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (International Management District Intersections).

RECOMMENDATION: Adopt an ordinance appropriating \$26,000.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (International Management District Intersections).

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 Department requests appropriation of \$26,000.00 to support a payment to TxDOT for these costs.

The City will be reimbursed for all non-federal project costs through an interlocal agreements with the International Management District that will be brought to Council for approval at a future meeting.

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-MD0320-0001-7; CSJ# 0912-72-829

Amount and Source of Funding:

\$26,000.00 - 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: 8/19/2025 District F, District J Item Creation Date: 7/24/2025

HPW-20FMS108A - Appropriation for TxDOT Advanced Funding Agreement,
Supplemental Transportation Program (International Management District Intersections) (1
of 2)

Agenda Item#: 37.

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 Supplemental Transportation Program (International Management District Intersections).

RECOMMENDATION: Adopt an ordinance appropriating \$26,000.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (International Management District Intersections).

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 Department requests appropriation of \$26,000.00 to support a payment to TxDOT for these costs.

The City will be reimbursed for all non-federal project costs through an interlocal agreements with the International Management District that will be brought to Council for approval at a future meeting.

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-MD0320-0001-7; CSJ# 0912-72-829

Amount and Source of Funding:

\$26,000.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina,	DO-HPW Council Liaison	832.395.2456
Assistant Director	Office	
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
CIP Form A Financial Information



Meeting Date: 8/19/2025 District F, District J Item Creation Date: 7/24/2025

HPW-20FMS108B - TxDOT Advanced Funding Agreement, Supplemental Transportation Program (International Management District Intersections) (2 of 2)

Agenda Item#: 30.

Summary:

ORDINANCE approving and authorizing Advance Funding Agreement for Supplemental Transportation Program Off-System Project between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the International Management District Intersections Project (CSJ 0912-72-829) - **DISTRICTS F - THOMAS and J - POLLARD**This item should only be considered after passage of Item 29 above

Background:

SUBJECT: Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program.

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 Supplemental Transportation Program. 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 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 construction of pedestrian safety and landscaping improvements at four intersections (Bellaire Blvd @ Metro Blvd, Beechnut St @ Wilcrest Dr, Bissonnet St @ Wilcrest Dr, and S. Kirkwood Rd @ Stroud St).

The City has partnered with the International Management District to complete the design of the improvements. The District secured a \$2,500,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Al Green.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 20% of eligible project costs including TxDOT's Direct Costs. HPW has requested Council appropriate \$26,000.00 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 \$2,500,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required 20% cost share, construction cost overruns and City construction management costs, through an interlocal agreement with the District that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District(s)	Project Location	Proposed Improvements
F, J	Bellaire Blvd @ Metro Blvd, Beechnut St @ Wilcrest Dr, Bissonnet St @ Wilcrest Dr, and S. Kirkwood Rd @ Stroud St	Construct intersection and operational improvements including rehabilitate/reconstruct traffic signals, geometric configuration, pavement markings, signage, and lighting

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-MD0320-0001-7; CSJ# 0912-72-829

Amount and Source of Funding:

\$2,500,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$599,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

Prior appropriation of \$26,000.00 - 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, HPW – Financial 832.395.2054
Assistant Director Management Services

ATTACHMENTS:

Description

Signed Coversheet Map Type

Signed Cover sheet Backup Material



Meeting Date: 8/19/2025 District F, District J Item Creation Date: 7/24/2025

HPW-20FMS108B - TxDOT Advanced Funding Agreement, Supplemental Transportation Program (International Management District Intersections) (2 of 2)

Agenda Item#: 37.

Summary:

ORDINANCE approving and authorizing Advance Funding Agreement for Supplemental Transportation Program Off-System Project between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the International Management District Intersections Project (CSJ 0912-72-829)

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

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program.

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 Supplemental Transportation Program. 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 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 construction of pedestrian safety and landscaping improvements at four intersections (Bellaire Blvd @ Metro Blvd, Beechnut St @ Wilcrest Dr, Bissonnet St @ Wilcrest Dr, and S. Kirkwood Rd @ Stroud St).

The City has partnered with the International Management District to complete the design of the improvements. The District secured a \$2,500,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Al Green.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 20% of eligible project costs including TxDOT's Direct Costs. HPW has requested Council appropriate \$26,000.00 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 \$2,500,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required 20% cost share, construction cost overruns and City construction management costs, through an interlocal agreement with the District that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District(s)	Project Location	Proposed Improvements
F, J	Bellaire Blvd @ Metro Blvd, Beechnut St @ Wilcrest Dr, Bissonnet St @ Wilcrest Dr, and S. Kirkwood Rd @ Stroud St	Construct intersection and operational improvements including rehabilitate/reconstruct traffic signals, geometric configuration, pavement markings, signage, and lighting

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-MD0320-0001-7; CSJ# 0912-72-829

Amount and Source of Funding:

\$2,500,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$599,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

Prior appropriation of \$26,000.00 - 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

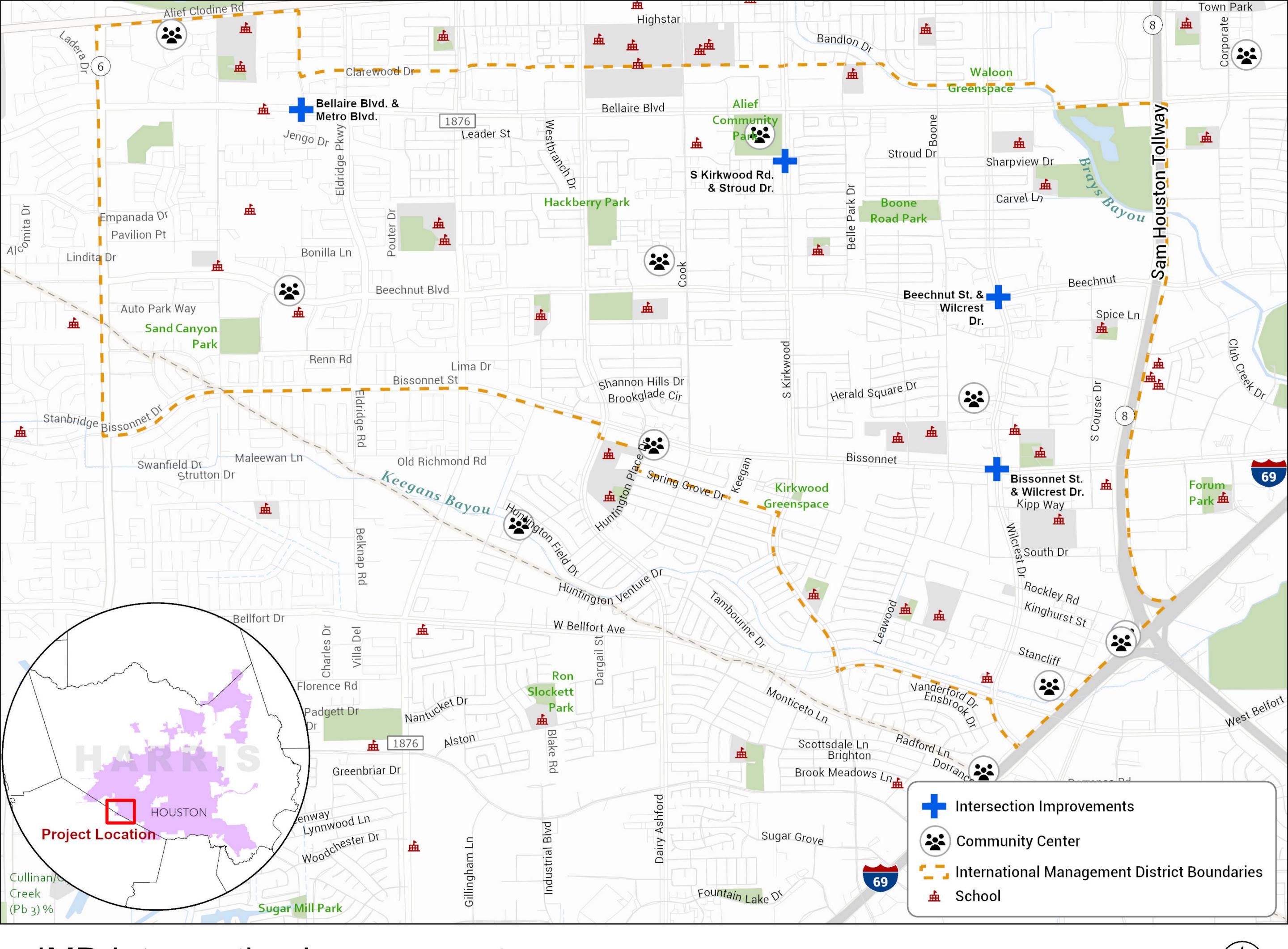
ATTACHMENTS:

DescriptionAdvanced Funding Agreement ordinance

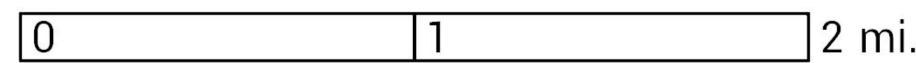
ordinance Map Type

Contract/Exhibit
Ordinance/Resolution/Motion

Backup Material



IMD Intersection Improvements







Meeting Date: 8/19/2025 District D Item Creation Date: 7/24/2025

HPW-20FMS109A - Appropriation for TxDOT Advanced Funding Agreement, Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School) (1 of 2)

Agenda Item#: 31.

Summary:

ORDINANCE appropriating \$26,000.00 out of Dedicated Drainage and Street Renewal Capital Fund – Ad Valorem Tax as an appropriation to Advance Funding Agreement for Supplemental Transportation Program Off-System Project between City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the Hartman Middle School and Alcott Elementary School Safe Routes to School Project (CSJ 0912-72-828) - **DISTRICTS D - EVANS-SHABAZZ and I - MARTINEZ**

Background:

SUBJECT: Appropriation of funds for an Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School).

RECOMMENDATION: Adopt an ordinance appropriating \$26,000.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School).

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 Department requests appropriation of \$26,000.00 to support a payment to TxDOT for these costs.

The City will be reimbursed for all non-federal project costs through an interlocal agreement with the Gulfgate Redevelopment Authority (TIRZ #8) that will be brought to Council for approval at a future meeting.

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-T08000-0008-7; CSJ# 0912-72-828

Amount and Source of Funding:

\$26,000.00 - 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: 8/19/2025 District D Item Creation Date: 7/24/2025

HPW-20FMS109A - Appropriation for TxDOT Advanced Funding Agreement,
Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School)
(1 of 2)

Agenda Item#: 39.

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 Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School).

RECOMMENDATION: Adopt an ordinance appropriating \$26,000.00 for an Advance Funding Agreement between the City of Houston (City) and the Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School).

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 Department requests appropriation of \$26,000.00 to support a payment to TxDOT for these costs.

The City will be reimbursed for all non-federal project costs through an interlocal agreement with the Gulfgate Redevelopment Authority (TIRZ #8) that will be brought to Council for approval at a future meeting.

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

DocuSigned by:

8/14/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-T08000-0008-7; CSJ# 0912-72-828

Amount and Source of Funding:

\$26,000.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax

Contact Information:

Name	Service Line	Contact No.
Roberto Medina,	DO-HPW Council Liaison	832.395.2456
Assistant Director	Office	
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:

DescriptionSAP Documents
CIP Form A

Type

Financial Information Financial Information



Meeting Date: 8/19/2025

Item Creation Date:

MYR ~ 2025 HAHC Nominations

Agenda Item#: 32.

Summary:

MOTION to set a date not less than seven days from August 20, 2025, to receive nominations for Positions 10, 11, 12 and 13 of the HOUSTON ARCHAEOLOGICAL AND HISTORICAL COMMISSION BOARD OF DIRECTORS, for two-year staggered terms

Background:

NON-CONSENT AGENDA

MISCELLANEOUS

Motion to set a date not less than seven (7) days from August 20, 2025, to receive nominations for Positions 10, 11, 12 and 13 of the Houston Archaeological and Historical Commission Board of Directors, for two-year staggered terms.

Position	Member	Nominated by	Term
Expiring			
Position 10	Vacant	CM Gallegos	3/1/2024
Position 11	Dominic L. Kam-Fai Yap	CM Robinson	3/1/2022
Position 12	Charles J. Stava	CM Cisneros	3/1/2022
Position 13	Ben Koush	CM Gallegos	3/1/2023



Meeting Date: 8/19/2025

Item Creation Date:

MYR ~ 2025 Civic Events Nominations

Agenda Item#: 33.

Summary:

MOTION to set a date not less than seven days from August 20, 2025, to receive nominations for Position 8 of the **BOARD OF DIRECTORS OF THE HOUSTON CIVIC EVENTS, INC, CITY OF HOUSTON, TEXAS,** for a term to expire January 1, 2027

Background:

NON-CONSENT AGENDA

MISCELLANEOUS

Motion to set a date not less than seven (7) days from August 20, 2025, to receive nominations for appointment to Position 8 of the Board of Directors of the Houston Civic Events, Inc., City of Houston, Texas for a term to expire January 1, 2027.

Position	Member	Nominated by
Position 8	Diana C. K. Untermever	CM Martin

SO



Meeting Date: 8/19/2025

Item Creation Date: 7/15/2025

LGL - SignAd Ltd. Rule 12 Appeal

Agenda Item#: 34.

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	Туре
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
SignAd Written Exceptions	Backup Material



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.

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6			,	CONSIDERATION OF SIGN APPEALS		
7	TRANSCRIPTION OF THE		′	APPLICANT SIGNAD, LTD., HEARING		
8	GENERAL APPEALS BOARD MEETING	\$	8	, , , , , , , , , , , , , , , , , , , ,		
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10	HOUSTON, TEXAS		l	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	WITHESE CRUBED BY THE CITY OF HOUSION:		
13				DAVID CONDE		
			12	Direct Examination by Ms. Inglis	29	
14				Cross-Examination by Mr. Rothfelder	45	
15			13			
16	BE IT REMEMBERED that the above-entitled		١	WITNESS CALLED BY APPLICANT SIGNAD, LTD.:		
17	meeting came on to be heard on the 27th day of		14	RUSSELL "RUSTY" REICHLE		
1			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		
			19 20	Board Voted on SignAd, Ltd., Decision Reporter's Certificate Page		
22	by Diana Ramos, a Certified Shorthand Reporter in		21	Reporter's Certificate Page	63	
23	and for the State of Texas, whereupon the		22			
24	following proceedings were had and testimony		23			
25	adduced.		24			
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Γ,	EVHIDITE (DACE 2 OF 2)	~	Page 5		Page
1	EXHIBITS (PAGE 2 OF 3) FOR SIGNAD, LTD., HEARING		-	1	PROCEEDINGS
2	NUMBER AND DESCRIPTION	PAGE	ĺ	2	
3	NOMBER AND DESCRIPTION	FAGE	ļ	3	(City of Houston Exhibits 1 through 11
4	CITY OF HOUSTON EXHIBITS MARKED/ADM:	ITTED		4 8	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	•		1	7	CHAIRMAN DISHBERGER: I'm Mike
7	Exhibit 11	7/31	İ	8	Dishberger. I'm the chairman of the General
'	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		-	consideration of the minutes from the
13	Exhibit 2 9-26-97 Building Permit Card,	7/47			December 19th meeting. Everyone was sent these
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	İ	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	1/41		19	MR. McKNIGHT: Move to approve.
20	Jill Bradford; Attachments		}	20	CHAIRMAN DISHBERGER: Second?
	Exhibit 6	7/47	ļ	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		23	Any discussion?
24	from Christopher W. Rothfelder;		- [24	(No response)
25	Attachments		İ	25	CHAIRMAN DISHBERGER: Seeing none, a
					Dave.
			Page 6		Page
1	EXHIBITS (PAGE 3 OF 3)		Page 6	1	in favor, say "Aye."
	EXHIBITS (PAGE 3 OF 3) FOR SIGNAD, LTD., HBARING		Page 6	1 1	
1 2	FOR SIGNAD, LTD., HEARING	DNGE	Page 6		in favor, say "Aye."
2		PAGE	Page 6	2	in favor, say "Aye." THE BOARD: Aye.
	FOR SIGNAD, LTD., HEARING NUMBER AND DESCRIPTION		Page 6	2 3 4	in favor, say "Aye." THE BOARD: Aye. CHAIRMAN DISHBERGER: Motion passes. Move on to our business for the day.
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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.

	General Appeal	is Board Meeting Pages 1720
1	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	(No response)	13 MS. DOBBINS: Y'all can hear now?
14	MS. YOUNT: You can hear us now?	14 MS. GONZALEZ: Yes.
15	MS. GONZALEZ: Yes, now I can.	15 MS. YOUNT: Well, it's still the echo.
16	MR. THOMPSON: Yes.	16 CHAIRMAN DISHBERGER: Sometimes
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	CHAIRMAN DISHBERGER: What?	19 volume? On your laptop, you mute that so that it
20	MS. YOUNT: I don't know if we can	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
	drive us crazy.	23 think it was.
24	MS. YOUNT: Yeah.	24 MS. DOBBINS: Uh-huh.
25	MS. GONZALEZ: Can you lower the	25 MS. YOUNT: Okay. Can you hear me?
1		
L_		
-	Page 18	
1	volume on your on your computer, Lori, and that	1 MS. GONZALEZ: Yes, I can.
2	volume on your on your computer, Lori, and that will probably help a little?	1 MS. GONZALEZ: Yes, I can. 2 MR. THOMPSON: We hear you fine now.
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General Appeals Board Meeting Pages 21.		
Page 21	Page 23 1 CHAIRMAN DISHBERGER: Okay. Try	
1 MS. DOBBINS: Elga, can you guys mute	1	
2 on y'all's end?	2 again. 3 MS. YOUNT: Can you	
3 MS. GONZALEZ: We yeah. We	4 CHAIRMAN DISHBERGER: No.	
4 we're muted. I think they're (unintelligible).	1	
5 They can (unintelligible). I need to mute the	,	
6 hardships.	6 Elga. 7 MS. GONZALEZ: Did you try lowering	
7 MS. DOBBINS: Okay. Hardships are	1	
8 done so they can they can log off. All right.	8 the volume on the hub?	
9 Try again.	9 CHAIRMAN DISHBERGER: We hear you guys	
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	
23 MS. GONZALEZ: Okay. I removed I	23 MS. YOUNT: Yes.	
24 removed the one that called in. See how that	24 CHAIRMAN DISHBERGER: all this	
25 works.	25 stuff later on.	
1	i e	

	General Appeal	s Bo	pard Meeting	Pages 2528
	Page 25		M	Page 27
1	MS. YOUNT: Yeah.	1	Now, despite those terms,	_
2	CHAIRMAN DISHBERGER: Okay?	1	Administration issued a permit to S	_
3	MS. YOUNT: Yeah. This is just my		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		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		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	•	17	,	•
18	CHAIRMAN DISHBERGER: There you go.	ļ.	respect to its application that it got	
19	All right. Just a quicky intro just		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.	1	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 to	
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		

General Appeals Board Meeting Pages 2932			
Page 29 1 DAVID CONDE,	Page 31 1 MR. ROTHFELDER: Evidentiary		
1 DAVID CONDE, 2 having been first duly sworn, testified as	2 objections?		
3 follows:	3 CHAIRMAN DISHBERGER; Yes.		
4 DIRECT EXAMINATION	4 MR. ROTHFELDER: No, Your Honor.		
5 BY MS. INGLIS:	5 CHAIRMAN DISHBERGER: Okay. So		
	6 MR. ROTHFELDER: You told me you		
6 Q. Mr. Conde, can you please introduce 7 yourself to the Board?	· · ·		
· ·	7 weren't a judge. 8 CHAIRMAN DISHBERGER: I'm not a judge.		
8 A. Yes. My name is David Conde. I work 9 with Sign Administration here at the Houston	, 9		
_	9 So we'll accept the evidence.		
10 Permitting Center.	10 (City of Houston Exhibits 1 through 11		
 Q. And what does the Sign Administration do? A. Sign Administration enforces the code 	11 were admitted for the record) 12 MS, INGLIS: Thank you.		
_			
13 the Sign Code within the Sign Code application	13 Q. (BY MS. INGLIS) And so, Mr. Conde, can		
14 area here in the City of Houston.	14 you please turn to Exhibit 11?		
Q. And how long have you been with the City?	15 A. Yes. Okay.		
16 A. About 12 years.	16 Q. And what is Exhibit 11?		
17 Q. And what is your current job title?	17 A. Exhibit 11 is a section of the Sign Code,		
18 A. I'm a senior inspector for Sign	18 which is Section 4617, which talks about the		
19 Administration.	19 special permit, tells you about it and how to		
20 Q. And what are your primary	20 go how to grant it.		
21 responsibilities as the senior inspector?	21 Q. And are you familiar with Section 4617?		
22 A. My position, I am in charge of a sub	22 A. Yes.		
23 department, which is the off-premise department,	23 Q. And so what is a special permit?		
24 Sign Administration, where we regulate and enforce	1		
25 the code for all off-premise structures.	25 permit that is granted to a sign company after		
Page 30			
1 Q. And what do you mean by "off-premise	1 eminent domain or a condemnation from a government		
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		
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 that		
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		
12 special permits as well?	12 granted a special permit, they're supposed to be		
13 A. Yes.	13 removed from their original location to a 14 different location.		
14 Q. And when you're deciding whether or not	1		
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.	18 Subsection 4?		
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		
22 I have evidence I'd like to enter.	22 that a sign company must follow in order to decide		
Can we offer Exhibits 1 through 11?	23 where the existing an existing sign structure		
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?
- 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

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- 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?
- 4 A. That's correct.
- 5 Q. So was the sign taken down in 2007?
- A. No, it wasn't.
- 7 Q. And what happened after 2007?
- 8 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.

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- 1 A. Okay.
- 2 Q. What does Exhibit B purport to be?
- 3 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? Likewhat is --
- 8 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.
- 11 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 A. Yes.
- 15 Q. Okay. So let's flip to Exhibit 5. Is
- 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.
- 6. Q. So earlier we talked about how special
- 7 permits under Section 4617 are not renewable.
- 8 Correct?
- 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.

1

6

Page 40
Q. And so in this application, if you look

- 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
- 4 Offect and apply this creat to obtain a s
- 5 permit for 11700 Wilcrest?
 - A. Yes.
- 7 Q. And so how does the City keep track of
- 8 these warehouse credits?
- 9 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.
- 16 Q. And is this something that is usually
- 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.
- 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?

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- 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.

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- 1 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.

1 A. 6, yes.

- 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.
- 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?

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



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- 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?
- 7 A. The first two priorities, yes, sir.
- 8 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.
- 13 Q. That means they only have to be 500 feet
- 14 from another billboard?
- 15 A. They have to be, yeah, within -- when we
- 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
- Page 50
- 1 priorities, you have to adhere to 1500-feet
- 2 spacing?
- 3 A. That's correct.
- 4 Q. That's what the City has applied to the
- 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?
- 5 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?
- 6 A. I'm unaware of that situation in 2015.
- 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.
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 1 CHAIRMAN DISHBERGER: Well, you're not
 - 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.
- 6 CHAIRMAN DISHBERGER: Chris. I'm
- 7 sorry.
- 8 MR. ROTHFELDER: Well, Richard's -- he
- 9 likes to joke he's my older brother, 71-year-old
- 10 brother.

12

15

- 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.

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- 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

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- 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

24

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- 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

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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
- 21 MR. ROTHFELDER: Pass the witness.
- 22 **CROSS-EXAMINATION**

20 apply it and operate it accordingly.

- 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.

24

1

- 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 --

- 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
- / Sign Code, but their there's a second part of the
- 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

25

General Appeals Board Meeting 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

17 MR. RUIZ: I don't think it's a 18 guestion as to the thoroughness of it. It's 19 just -- so it sounds like you just weren't made 20 aware of when to start preparing for it. 21 MR. REICHLE: Yeah. And as far as

15 responsibilities that I have to do on a daily

22 awareness of, you know, I've got to have it in 23 this timeframe, you know, I wasn't aware. I was 24 doing it as quickly as I could.

25 MR. RUIZ: You weren't aware of the 15 they got these other two signs there. How did

17 being within 5 -- less than -- more than 500 feet

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

You're not -- you're not sure if the 20 signs were there or not, but somebody approved it.

16 this sign ever get approved in the first place

18 away?

19

16 basis.

Page 83

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.

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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.

8 MR. RUIZ: So whether or not the signs

9 were there or not, the contract was still ending?

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.

21 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 on monon to anapprovo and	
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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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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Zoom 18:17





CITY OF HOUSTON

Mayor

Houston Public Works

Mail to: Sign Administration P.O. Box 2888 Houston, Texas 77252-2688 T: 832-394-8890 www.houstontx.gov

John Whitmire

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):

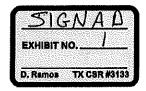
b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c 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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DATE & TIME SIDEWALK-D.W. FINAL:		DATE & TIME OTHER:			SIGNAD EXHIBIT NO. 2
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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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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 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:

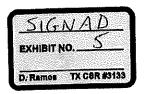
Attached is the executed agreement between The City of Houston and SignAd, Ltd.

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

ATTESTISEAL:	CITY OF HOUSTON, TEXAS Signed by: (A.A.A. a
City Secretary	Mayor
APPROVED: City Attorney L.D. File No. 0391400344001	City Controller Lengther
	DATE COUNTERSIGNED:
	4-10-65

LIST OF EXHIBITS

Exhibit "A": Removal Signs
Exhibit "B": Extension Signs

Exhibit A
Signs to be Removed

	ı								
		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	H
	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	ኘ	200	ETJ
	8	29871	7900 CEKINGPKY	C E King Pkway N.of Hwy 90	045023A	10x40	2	800	ETJ
SIGNS TO BE REMOVED	9	39600	4747 S. SHAVER	4747 S Shaver/600' N of Crenshaw	47182	10x44	2	880	ı
) Mi	10	40009	3615 GULF FWY	36151/2 Gulf Fwy/8 of Downtown	96015779	18x88	1	1548	ansadasya
36.5	11	44620	10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fuqua	5281	10x24	2	480	D
2	12	54480	13900 S MAIN	13900 Main Hwy 90A, N of Hitlcroft	001555A	10x40	1	490	К
Š	13	74640	9100 NHWY6	Hwy 6 N S/O Hwy 290	045591A	10x40	2	800	Α
۳ ا	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
l	17	76391	19335 NORTHWEST FWY	Hwy 290/E. of Hwy 6	93065455	14x32	1	448	A/ETJ
1	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	EIJ
	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/ETJ
SCENIC		10160	303 TARVER	303 Tarver/North Fwy N/O Cavalcade	11236	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
SZE2	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 COMMENTS: SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'.							
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

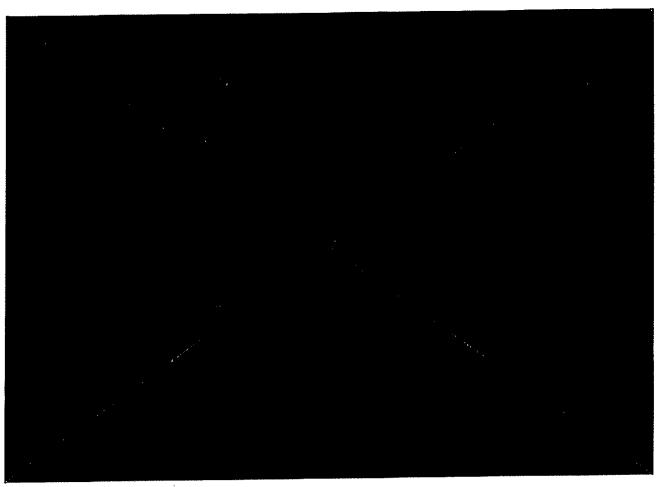
Senior Inspector | Sign Administration City of Houston | Houston Permitting Center T: 832.394.8890 | 832.394.9087



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
енте 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 < rue.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 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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, ...

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Project Number(s):

Date Received: /////24



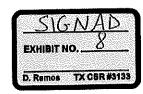
CH.46 - Section 4617

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 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.
. 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> IÚ.	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))
<u> </u>	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.	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: FUSHAD 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: FUSHAD 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 Stem Description Fee Amount Total Quantity Stem 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
Weter Loop & Service \$ 90.06 QD. Co Up to and including 1HP @ \$ 3.00	
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	
Cooking tops G 4.00 First G 5.00 \$45.03	
Ovens (g) \$ 4.50 Each Additional (g) \$ 49.03 Garbage Disposals (g) \$ 4.50 Pole with guy wire (each) (g) \$ 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) regulating 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: 2/3/97	LEASE NUMBER 60491 John
THIS AGREEMENT, by and between Be	ilfontaine Apartments Inc. % Bob McKenzie (Lessor) and SIGNAD, INC.
(Lessee) sels 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	E - W of Wilcrest Dr. (Steedinghway or landmark) being part of
Lessor's property known as 11700 W	(autices) only county, stately
Houston	, Harris, Texas
SIZE: 14 × 48	SHOPPING CENTER 11700 WILCREST SHOSIEN Proposed sign site (above SHC sign)
	SKETCH APPROXIMATE LOCATION OF SIGN ON PROPERTY.
	SKETCH APPROXIMATE LOCATION OF SIGN ON PROPERTY. - essee the herein described real estate for the exclusive purposes set forth in the agreement for a term of twenty-five (25)
shall pay to Lessor upon acceptance of anniversary communication and the in accordance with the AUTHORITY. Lessor warrante that he is to shall not obligate Lesson in any way until it.	itel of <u>*Bee below</u> per year payable XXADX/Jannually on the XXADX/XXADX/XXADX (28) of **** per year payable XXADX/Jannually on the xxADX/XXADX/XXADX (28) of **** per year payable upon the his agreement a down payment of tan percent (10%) of the annual rate with the balance due and payable upon the
PRINT NAME/ITLE 10932 Old Katy Roa ADDRESS	ACCEPTANCE DATE
Houston, Texas 770	3-4903 SAETT GILBREATH REAL ESTATE REPRESENTATIVE
(281) 468-2840 PHONE	/TAX ID ∉
CT (NOIVIDIA) CT CORPORATION	FT PARTNERSHIP

ADE 1. JNAL TERMS AND COND .. ONS

tribisets explained the month in a fall to audet the triber after a following the resident the security of acrosmosti and fifth to refocule the oliginal when it is a shift the (c) and having to be seen on (म्याकान प्रमाणिकार में किसे किसे किसे किस कारण की मान के अपन पर कारण करें के अपने के अपने किसे किसे किसे किसे

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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 COVERANT: (In the event know (a) : (b) of these of global, on the plantees by 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 Caranta Maria

Calmana super end to main panellisson ... 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 and the contract of the 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 the percent. When the algorithment of la reprint or the metalic metalic field 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	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
18 18.11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	- hit friend the state of the s



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

Houston Public Works

Sylvester Turner

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 As descripremise sign currently loc Sign Permit No. 1309 b	is seeking a Special Permit for relocation of an ped in Section 4617 of the City of Houston Sign Code ("the Code") for the Officed at 881 (1/2 10) Since Toward, City of Houston 1649.
signature hereto, hereby system improvement pro	(a) (6) of the Code, Sign Owner, by affixing his or her or other authorized valves 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 in of the payment by the Unit of Government of a mutually agreed specified ed to cover the cost to Sign Owner of the alteration or relocation of the sign.
<u>/の・レン・レゲ</u> Date	Sign Owner's Printed Name
Notery Public	LA PINA State of Texas es 01-24-2027 131866480 Signature of Sign Owner's Representative
The foregoing instrument by USS Crippe	was acknowledged before me this <u>22</u> day of <u>October</u> , 20 24
Notary Public In and for the County of HANY	e 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/ 3/22 - MC(Co- a) D
Landowner, Bell Fest and Madares 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
relocation of an off-premise sign as described in Section 4617 of the city of Houston sign code (the "Real
Code") for the Off-Premise sign currently located at 8811 1/2 H4125tReet (the "Real Property"), City of Houston Sign Permit No. 130 92649
Pursuant to Section 4617 (a) (5) of the Code, Landowner, by affixing his or her or other authorized
signature hereto, hereby walves and releases any claim for damages against HBRAIS SJUNG (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.
11-13-24 Belltontaile Apris, Like
11-13-24 Belltontaile 11015.100
Date Landowner's printed nime (2,710
1685ect 11 1991010
· Signature of Landowner's
Representative
The foregoing instrument was acknowledged before me this 13 day of Natural 2027.
by fared method e.
AUSSELL BERNARD REICHLE
Notary Public in and for the State of Texas, Notary Public in and for the State of Texas, Notary Public in and for the State of Texas, Notary Public in and for the State of Texas, Notary Public in and for the State of Texas,
Notary Public in and for the State of Texas, County of ANYAN November 8, 2025

HARRIS CENTRAL APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0441040000099

Print

Critical Status Control Contro									Owi	ner and	Prope	erty In	forma	ation		. 							
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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					LEGE		<u> </u>			······									
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Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

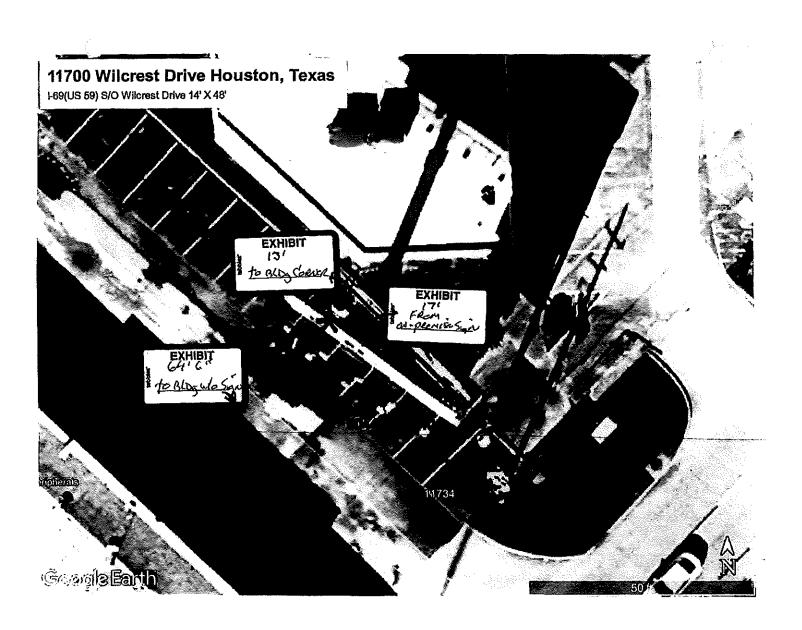
Extra Features

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

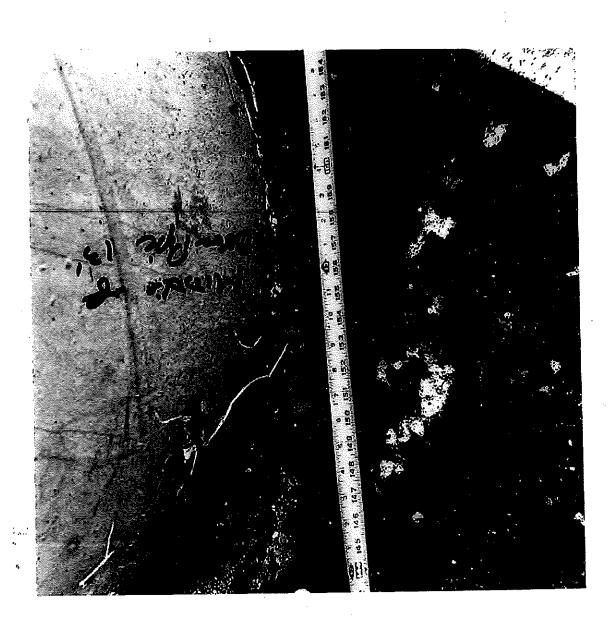


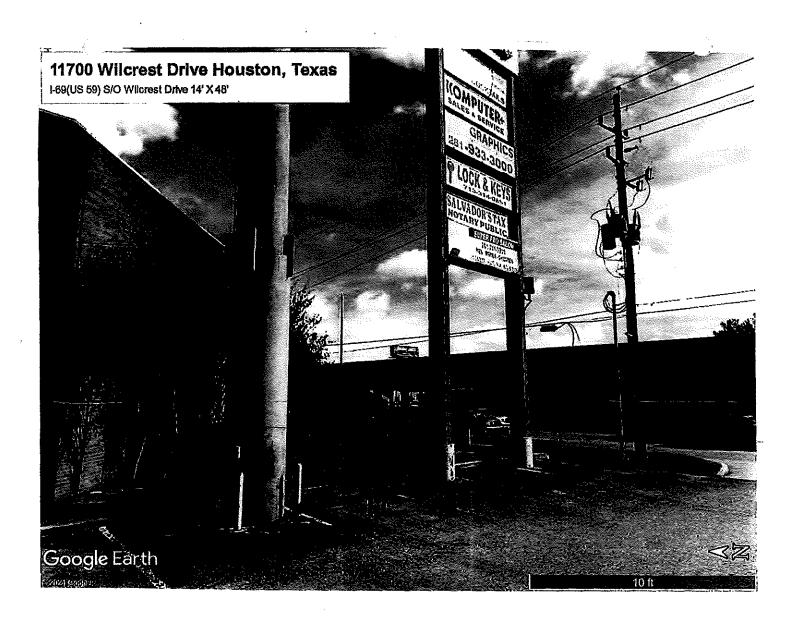
K.

Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects





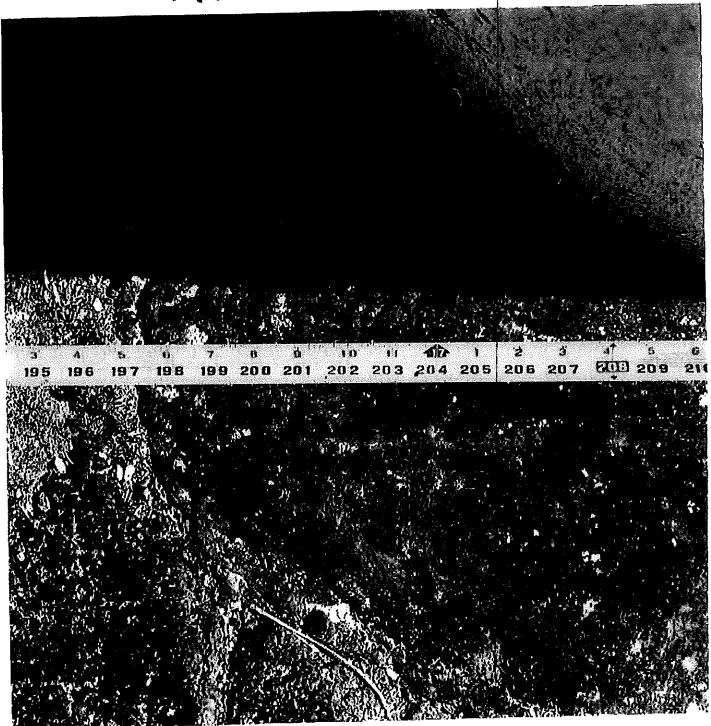




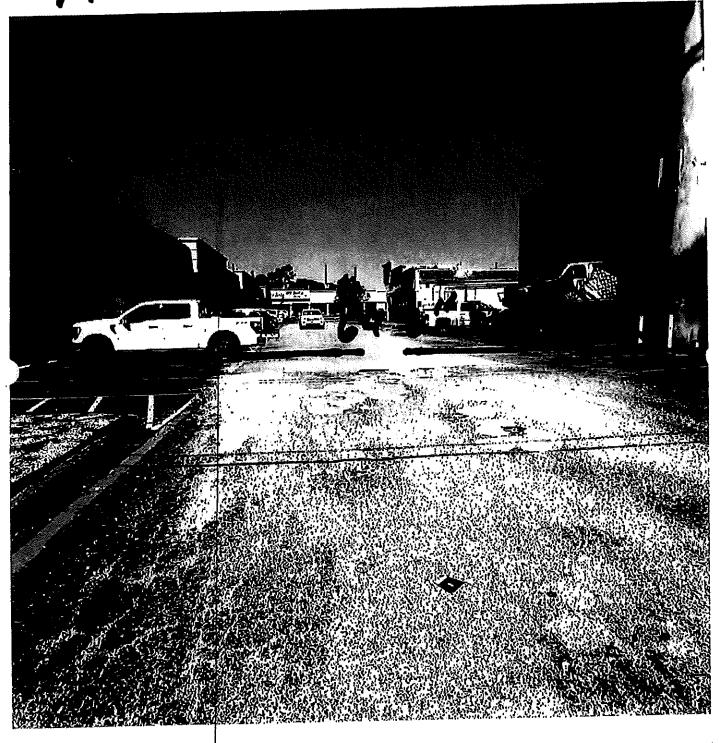
K. 2 Kixios 0135ects



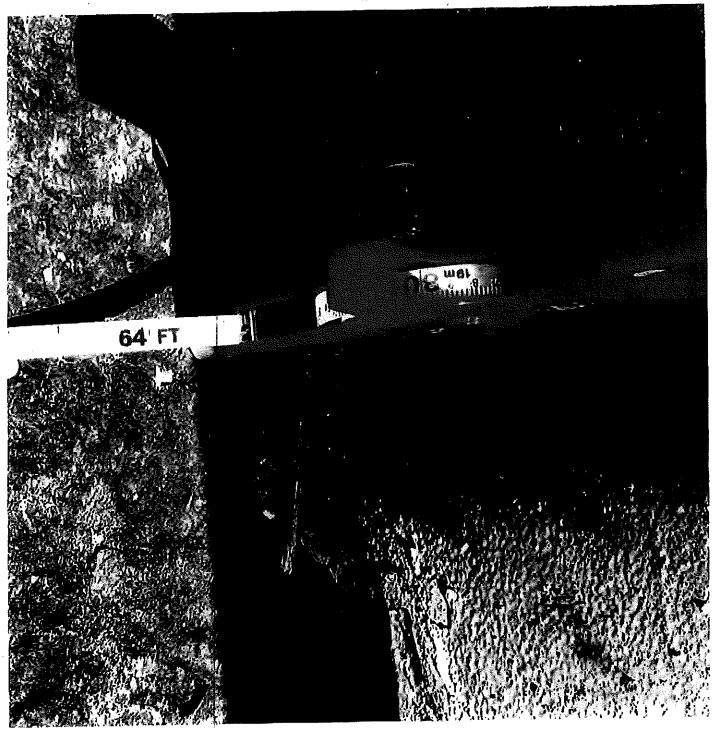
K. 2 Fixes 0352df



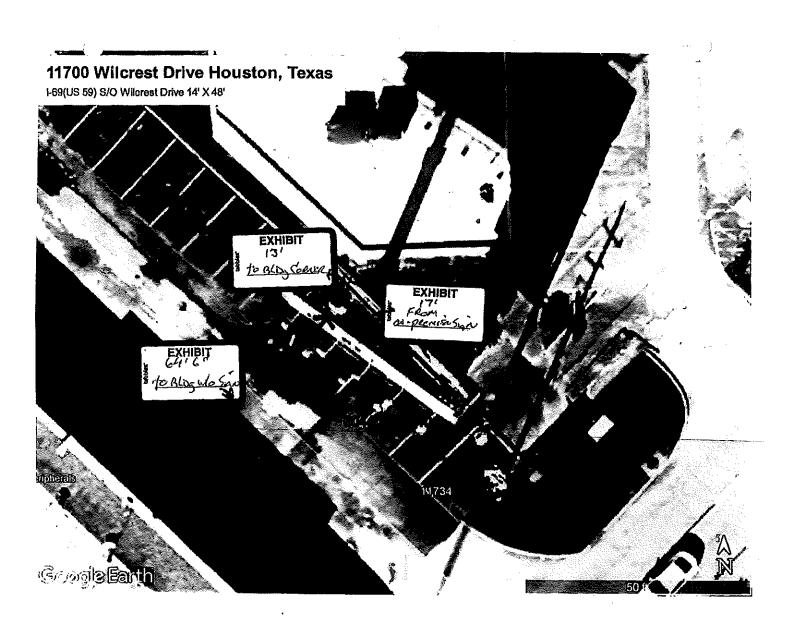
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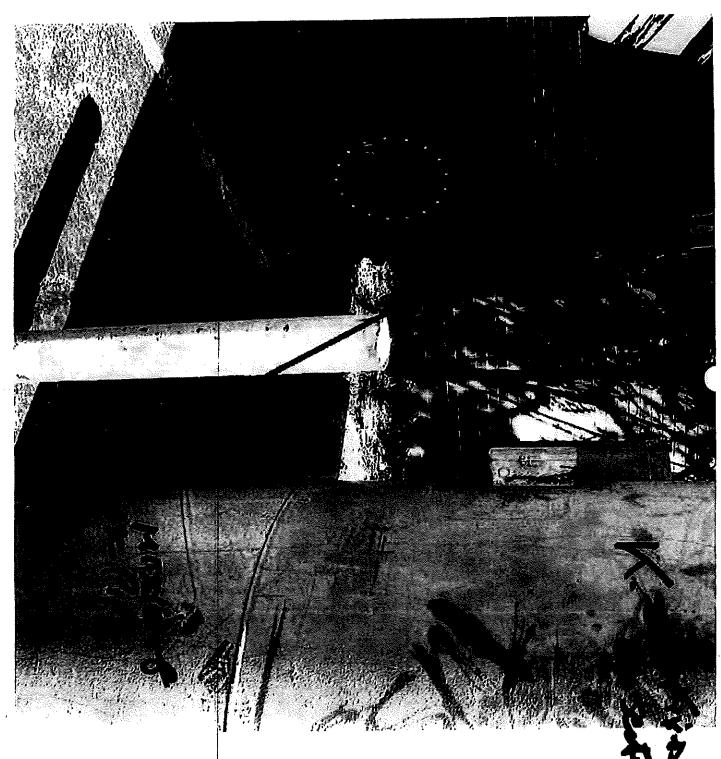


K. 2 Kixes on sects



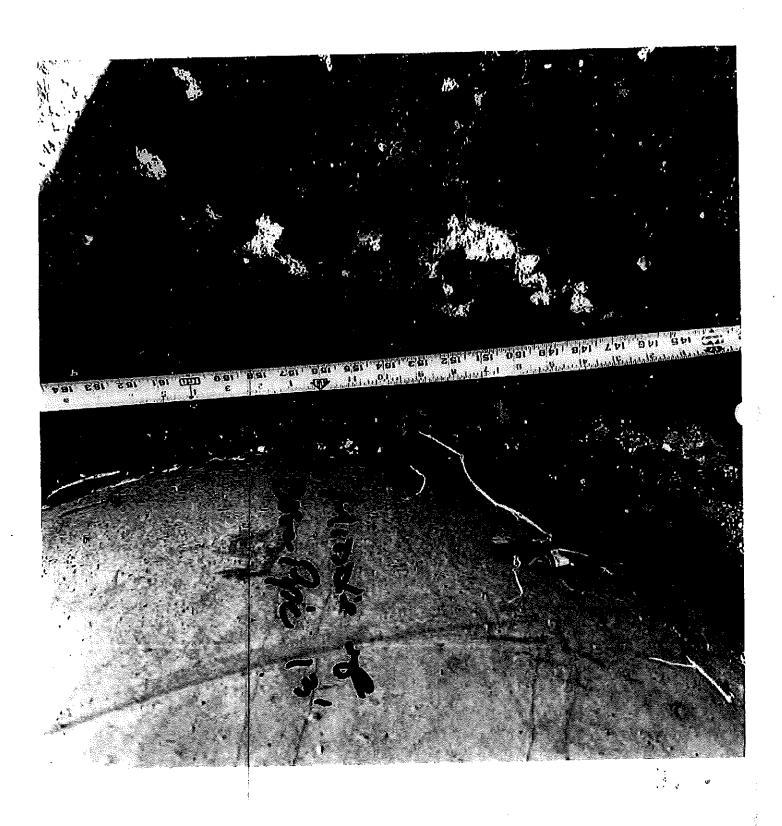


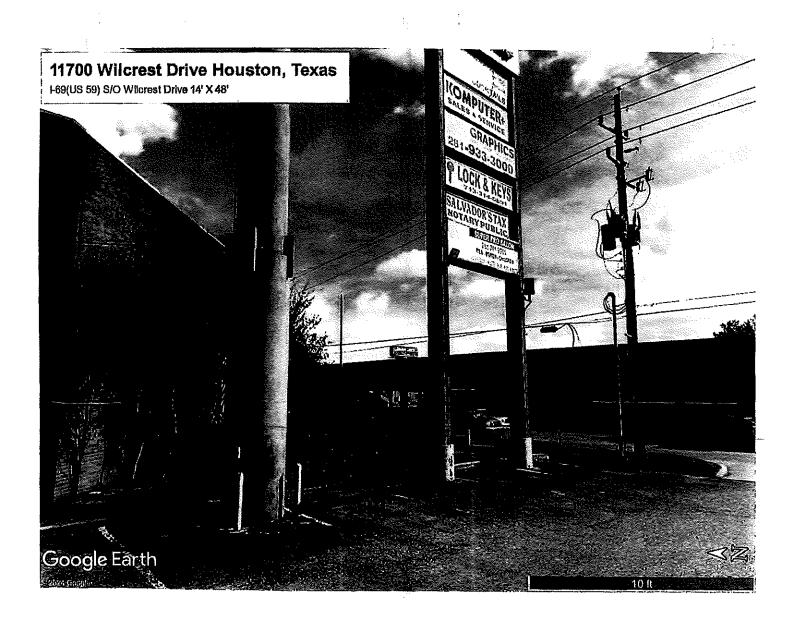




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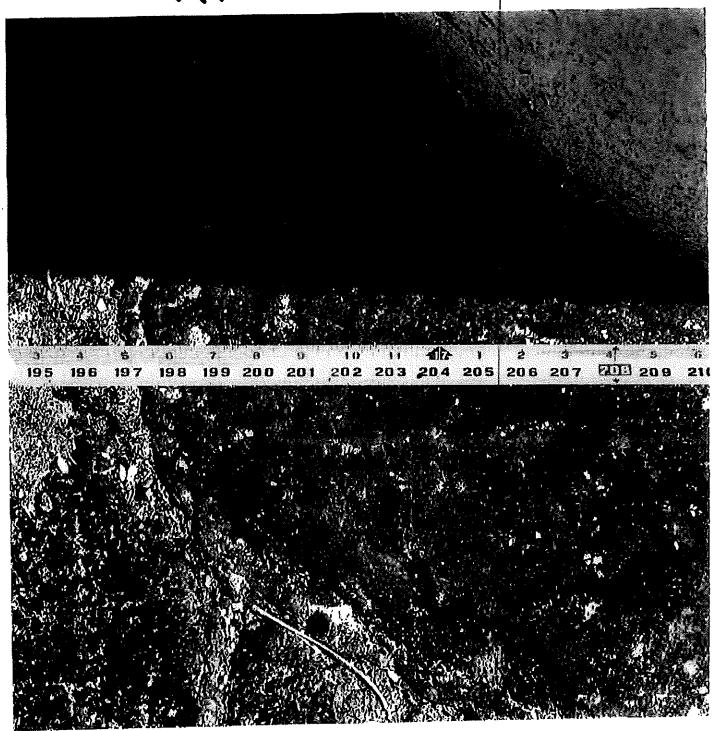




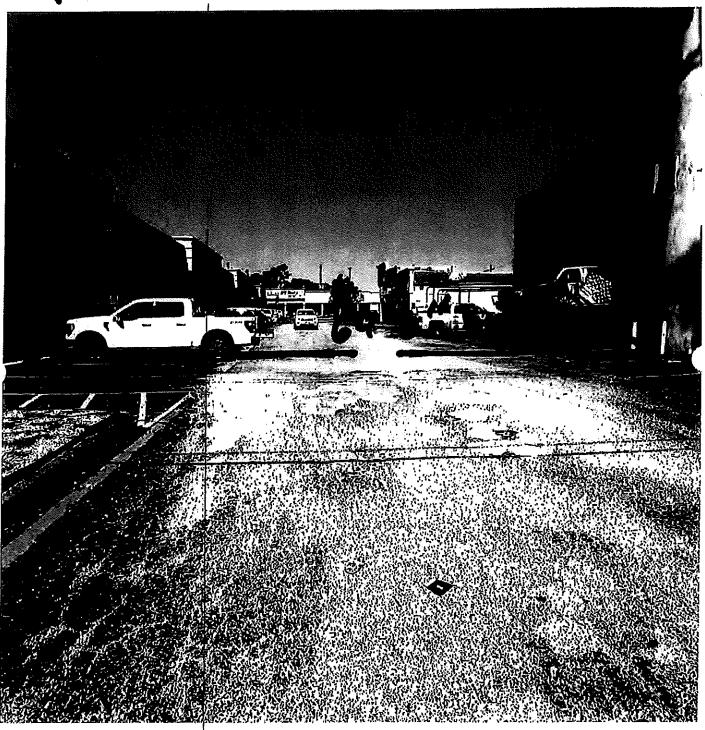
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K. 2 Fixes obsects

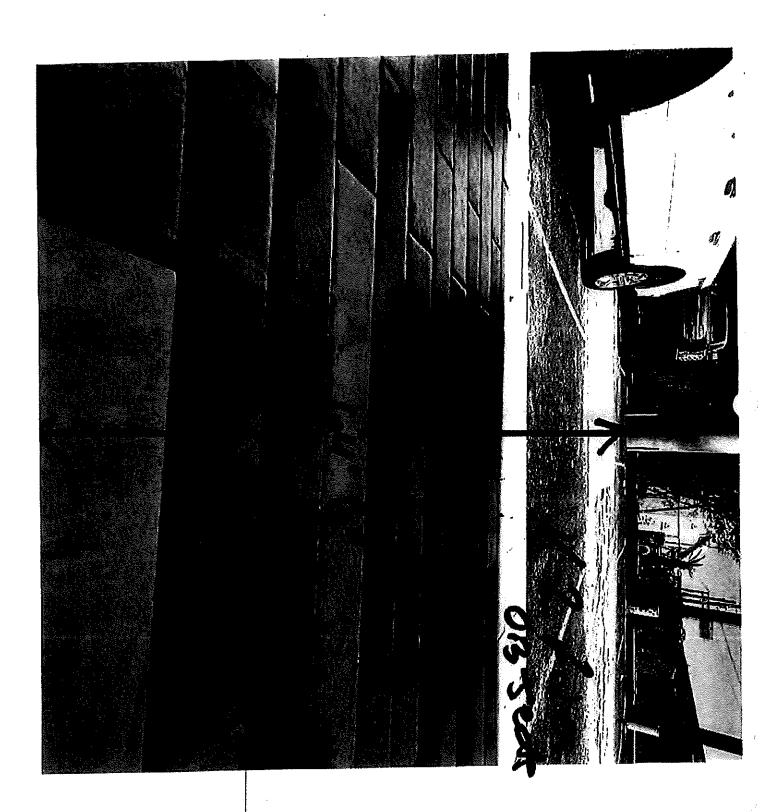


K. 2 Kinds OB Jeets



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

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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

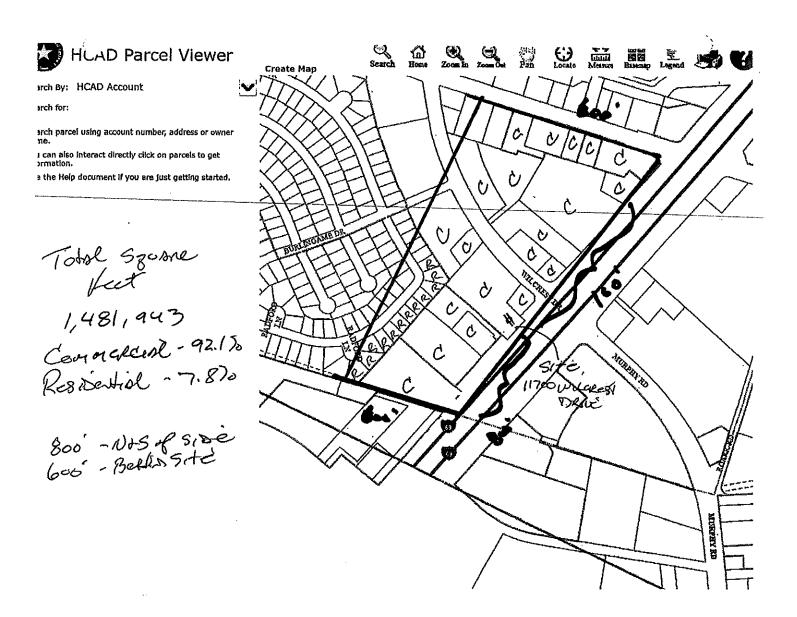
800' in Either Direction from the Sign Structure

600' Back from Either Direction

Total Square Footage – 1,481,943

Commercial – 1,366,276 Square Feet – 92.1%

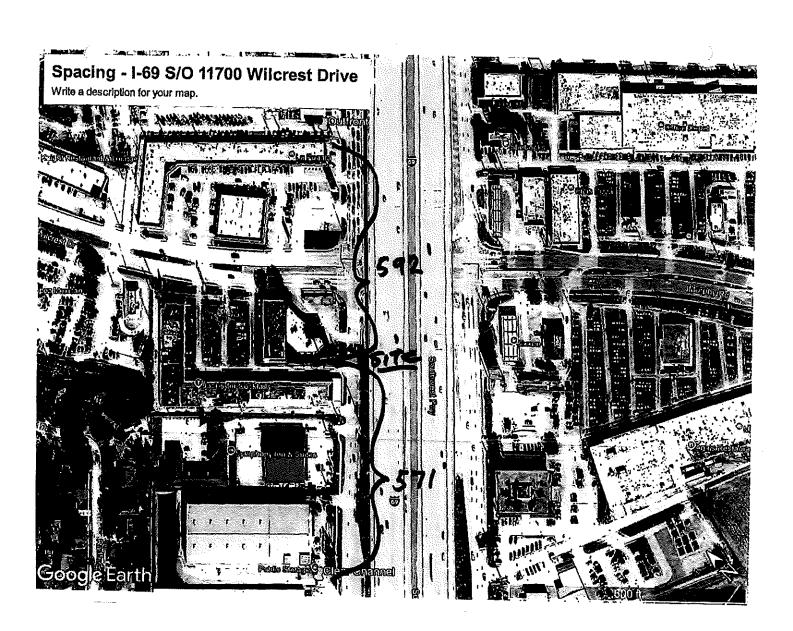
Residential – 115,667 Square Feet – 7.8%





N.

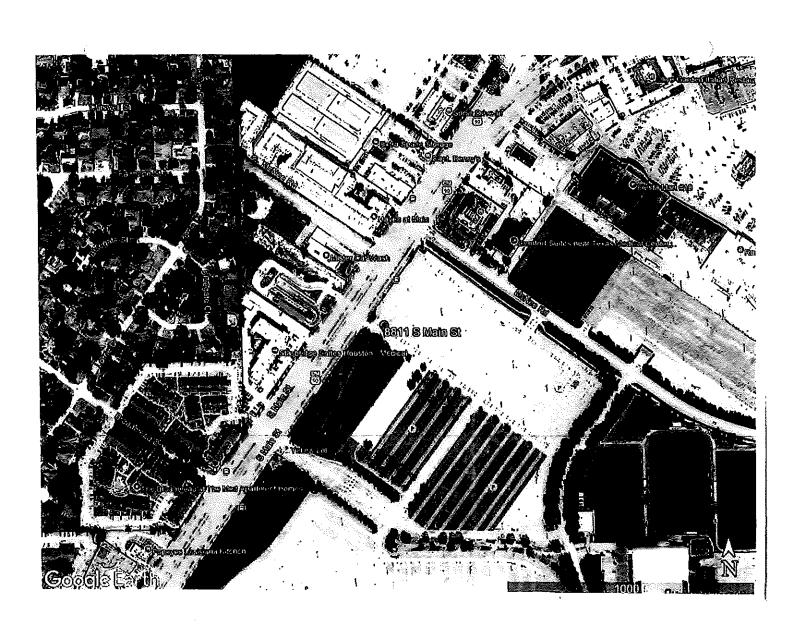
Supportive Documentation for the Spacing between other Off-Premise Signs

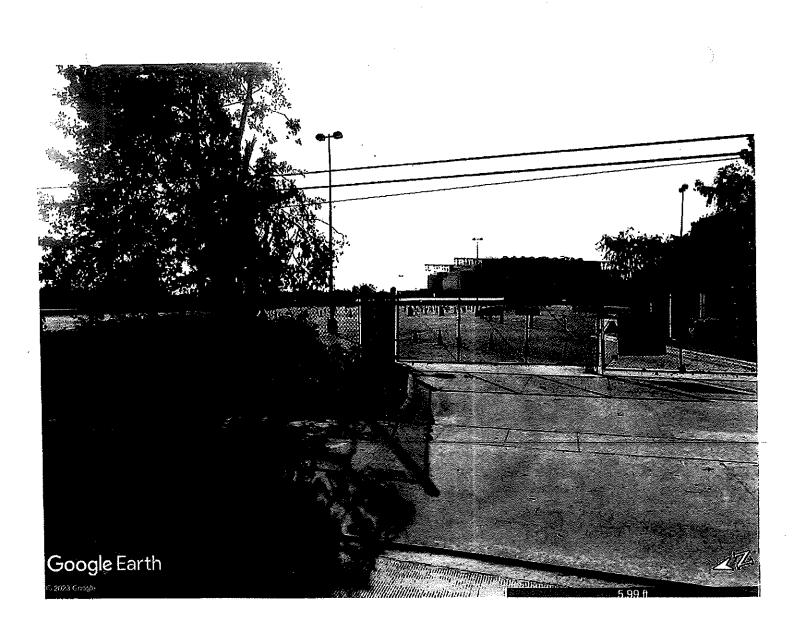




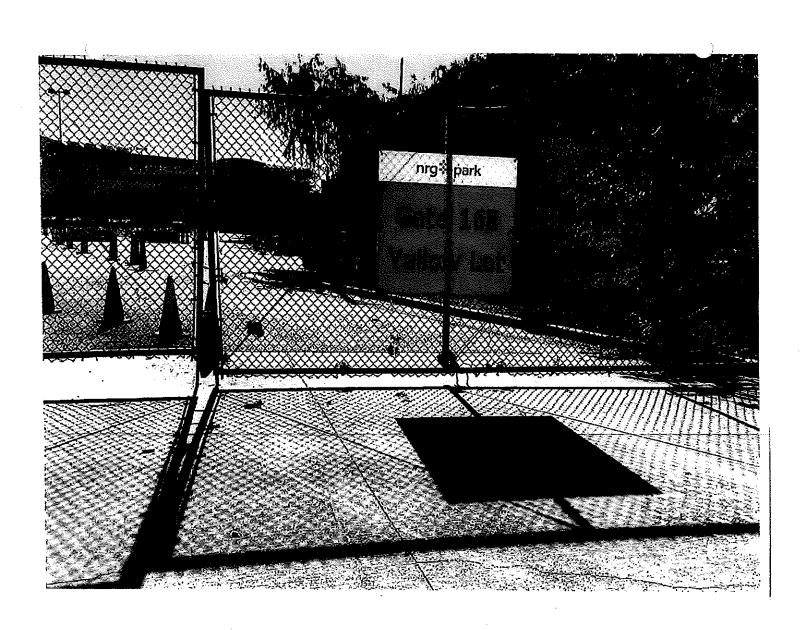
0.

Photos Depicting the Area where the Billboard has been removed from







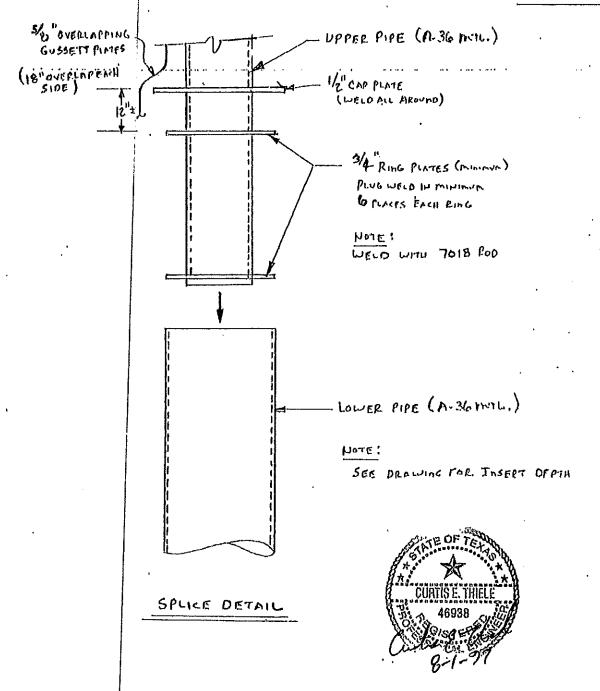






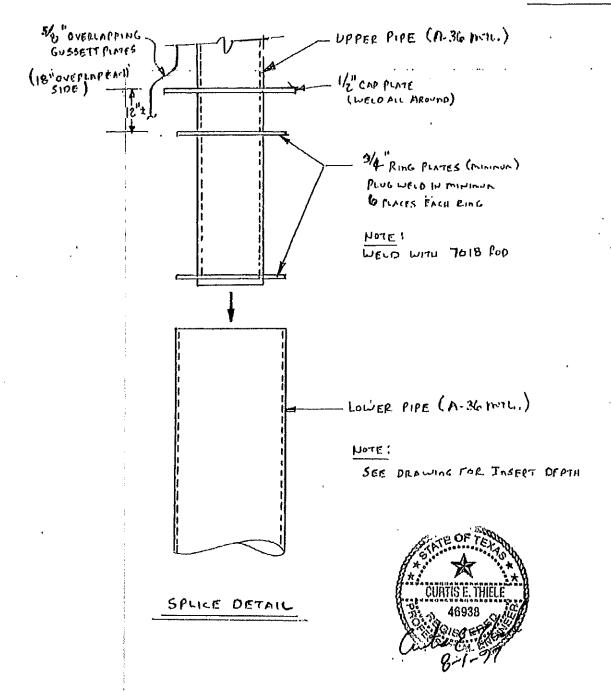
Ρ.

Two(2) sets of Wet Stamped Engineered Construction Drawings



.3.

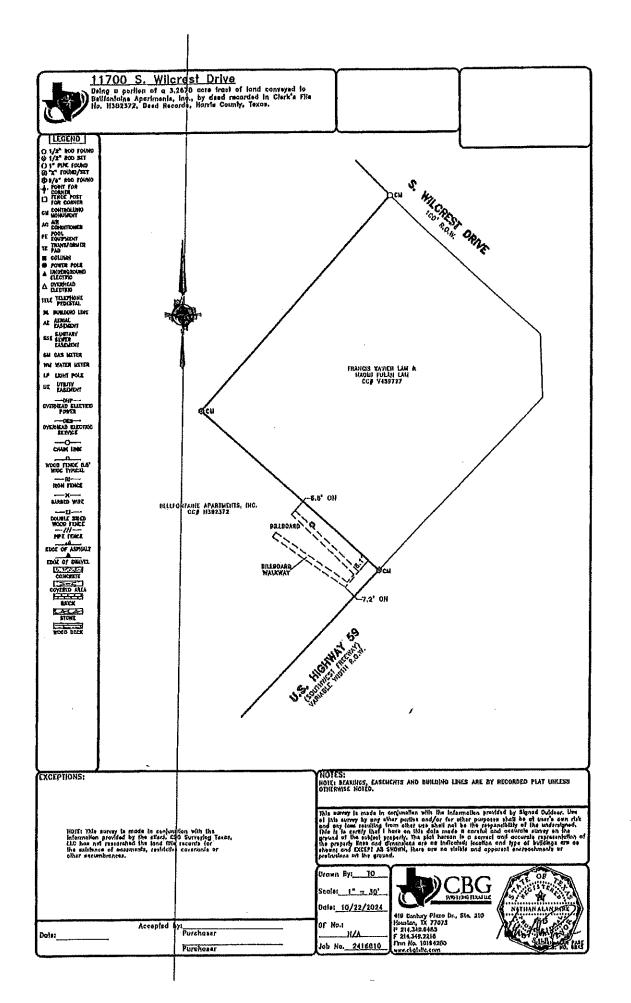
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Q.

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 soxceed the lightly for all claims oxceed	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 and to to detail	
One Sign Relocation Cit	y of Houston
bond with bond number <u>7269360</u>	4
Actin title actin the little acting the second	
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 analogue and more in forces boutelly it	
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
oot necessary for the validity of any be	inds, 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 Alleman many he c	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 contained containing and service and a resident of the service and service
• •	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	
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(VIS) COVICE	lauder, Assistant Georgiany, September 1997 August 199
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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 والمالية والواولة والمالية والمالية	, , , , , , , , , , , , , , , , , , ,
\$ 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	v. to to www.chasurcty.com > which onlikes belaices > amune 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 pald 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 Harr	
The foregoing instone on this 28 day of 0	cument was acknowledged before me by Wes Gilbreath Je
Notary Po	SCILLA PINA bilc, State of Texas spires 01-24-2027 ID 131868480 Notary Public, State of Texas
Printed Name:	
My Commission Expires:	A ALL AND THE PROPERTY AND
,.	
THE STATE OF TEXAS	RUSSELL BERNARD REICHLE. Notary ID #131344981 My Commission Expires November 8, 2025
COUNTY OF KIDNER	5
The foregoing inson this	rument was acknowledged before me by Korsel WEWSIL
Q	Notary Public, State of Texas
My Commission Expires	((18/2)
THE STATE OF TEXAS	8
	§
COUNTY OF	§
The foregoing inst	rument 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 iling Address: % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 7702						Le						65	551 L ROARK S WILCREST DR									
			7-634	7-6340				Property Address:				HOUSTON TX 77099										
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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 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 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-universe
	$N \rightarrow$
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

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Extra Features

l.lne	Description	Quality	Quality Condition		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・フラクタ, 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.
- (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 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	S §	•
COUNTY OF Har	ris §	
PRISCI Notary Public PS Comm. Expli	LA PINA State of Texas ps 01-24-2027 131866480 ULA Pina	Notary Public, State of Texas
0.1. 2.3, 0.3, 0.3	strument was acknow.	ledged before me by Robert as Narle
Printed Name: Kc 55cc My Commission Expires	11 1 3 125 Ex	Notary Public, State of Texas
THE STATE OF TEXAS	S	
The foregoing inson this day of	strument was acknowl	ledged before me by 0
Printed Name:		Notary 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;
- [] 2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or
- [] 3. A "nonrefundable dash bond" in that form and amount required by subsection (c) of Subsection (10) of the Ordinance.²

² Check the applicable form of scourity.

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

	Sign Company Name: Scall LTD Proposed Location: 11700 Wilchest Hussen, Texas
	EXHIBIT "A" Sign Descriptions
Face Size: 14 Y	48'
Height Above Grade:	80'
Number of Faces:	2
Number of Poles:	
Material: Vivy	
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

Print

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			·······					Own	er and	Prope	rty Info	orina	ation								
Wher Name & BELLFONTAINE alling Address: % BOB MCKEN 3902 W MAIN HOUSTON TX 7				ŻIE T						Legal Description: Property Address:				TR 3U ABST 651 L ROARK 11700 S WILCREST DR HOUSTON TX 77099							
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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

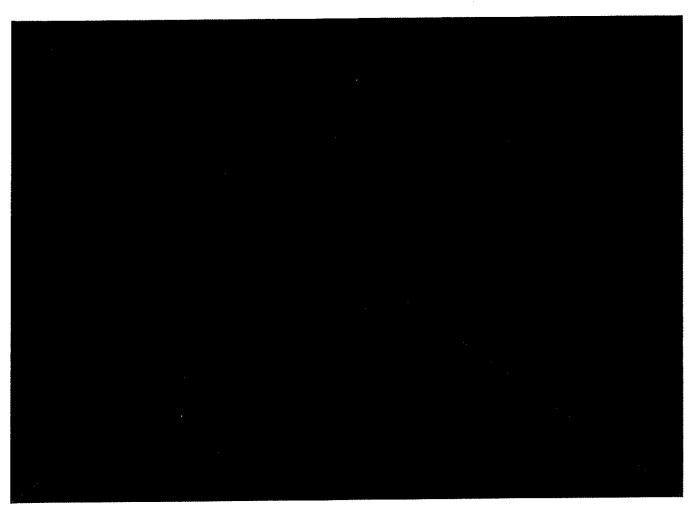


					•		
SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	1711	9577	DATE:	11/15/20	024
SIGN ADDRESS:	11700 WILCREST DR	ZIP CODE:	77099	CITY LIMIT	rs/etj:	CITYLIM	ITS
LATITUDE COORDINATES:	29,6512	LONGITUDE COORD	INATES:	-95.50	692		
DISTANCE FROM NEXT OFF-PREMISE P	ERMITTED SIGN: 570'	DISTANCE FROM THE CURB:	167'	LOCATEO/VIEV	VED FROM SCEN	NIC AREA:	NO
DISTANCE FROM A COMMERCIAL	OR INDUSTRIAL ACTIVITY:	64' DISTA	NCE FROM	1 POWER LII	NES:	6'	
*HIGH VOLTAGE POWER LINE CLEARA	NCE; 0-750V (INSULATED) MIN	NIMUM 3 FEET HORIZONTAL CL	FAHANCE	12	1 3'-0 HORIZ	□ 10'-0 H	IORIZ
*NATIONAL ELECYRIC CODE: 18-60K		EET HORIZONTAL AND 10 FEET ES MINIMUM 3 FEET HORIZON			I 10'-0 HORIZ I 3'-0 HORIZ		
LOCATE OF BILLBOARD ST	BUCTURE: S/L 30'W/	O SOUTHWEST FWY	Nov	29 65	24 12:2 12N -95 0 Wilgro	5 569 est Dr Hous s Cou	5W Ive Ion
	· · · · · · · · · · · · · · · · · · ·						
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

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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.



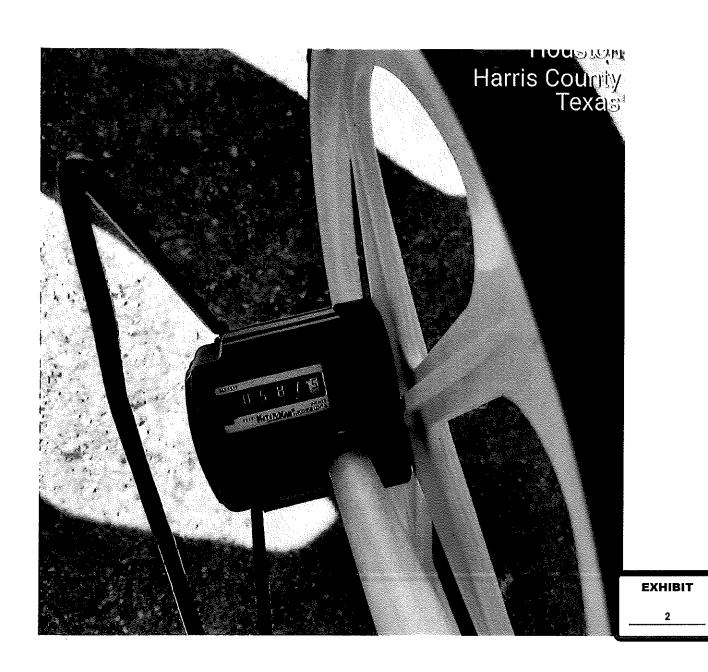
SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



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	-
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EXHIBIT

3



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY:	SIGN AD	PROJECT NUMBER:	17119	9577 DA	TE: 11/15/2	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'	
*HIGH VOLTAGE POWER LINE CLEARA	NGE: 0-750V (INSULATED) MI	IIMUM 3 FEET HORIZONTAL CLE	ARANCE	☑ 3'-0	HORIZ 🔲 10'-0	HORIZ
*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 propio calcula		
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: ///Y/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> Cf. Original Electrical Permit Application (If Applicable)
CE. Original Electrical Permit Application (If Applicable)
The "30,Day Notice to Vacate" Letter Copies of the Executed Lease Agreement
Affidavit from the sign common stating the vector whether the sign of the sign
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))
Two (2) sets of the Site/Plot Plan denoting location of Billboard on the property and dimensions from two (2)
fixed objects
Supportive documentation for the proposed height above grade (Overall Maximum Height)
প্রে. 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
9. 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)
S- 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) R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 biliboard structure) S. 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)
MAKE 1 PA 197
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									
SignAd, Inc. LICENSE NO.:	89									
BILLING ADDRESS: P. O. Box 8626	zip; <u>77249</u>									
sign Address: 11700 Wilcrest Drive Houston, Texas	ZIP:									
TELEPHONE NO.: EMAIL:										
TELEPHONE NO.:										
	ATING PERMIT 🗆									
ELECTRICAL NON-ELECTRICAL FACE(S): 2 POLE(S): Mono	XU ~									
WIDTH: 48 Ft. In. HEIGHT: 4 Ft. In. MAX HEIGHT: 50 FT. In. MAX HEIGHT: 50 FT. In. REASON FOR APPLICATION: COH RELO Permit # 13092649 ADDITIONAL COMMENTS: We are not building a new sign structure simply implementing for a new RELO Permit										
REASON FOR APPLICATION: We are not building a new sign structure simply implementing	for a new RELO Permit									
SECTION 4612OPF-PREMISE SIGNS (a) Off-Premise Sign Provisions. The provisions of this section shall apply only to "Olf-Premise signs," as that term is defined in Section	4603(a), within the sign code									
application area. (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 construction permits shall be issued code application area. This prohibition shall apply to all classifications of signs, types of signs, and special function signs, and all other sign including pertable signs, with the exception that Off-Promise signs that advertise the sele or rental of real property or direct persons to the rental, 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, upgrad or conversion of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such that no electronic or Off-Premise										
I hereby certify that the above information is true and correct and further that the sign is being erected and/or anthorized lesses of the premises; and that having read the restriction Houston Sign Ordinance; that the sign is being erected or maintained in compliance with the Sign Ordinance, Houston and other applicable laws.	meintained at the above location s and requirements of the City of									
Swort to and subscribed before the by said Wesley B. Gilbreath, Jr. / Russell B. Reichle on Orthon Swort to and subscribed before the by said PRINT GWASR MANGAGENIA ESSENDE PRINT SIGN REPRESENTATIVE	ber 31 of 2024									
PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 PRISCILLA PINA PRISC	PUBLIC in and for the State of Texas									
PRISCILLA PINA PRISCILLA PINA Notary Public, State of Texas Comm. Expires 01-24-2027 Notary ID 13]866480 NOTARY	PUBLIC in and for the State of Texas									



E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

ADDITO	PATION DATE: 1012/2	4	2. PROJE	CT NUMBER:		3. ADVANCE	PAY AC	COUNT NO.	
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, Prese	NT OCCUPANCY:				_ 7. PRO	FORED COOK! NING!			<u> </u>
, elect	RICAL CONTRACTOR COMPA	NY N	AME AND	LICENSE NO.:_	2/4	VAD H.S.M.E	2608	7.	2
. TELEP	HONE NO .: (713) 86/ 1	<u>201</u>	<u>3</u> ,10. EM	AIL ADDRESS:	-Fu	styl SigNAD. Co	34		
	WHEN READY FOR IN	SPECT	ION, THE EL	ECTRICAL CONTRI	ACTOR SH	ALL BE RESPONSIBLE FOR SCHEDUL	ING INSI	ECTION(\$)	
			<u> </u>	CHA	RGE8			Fee Amount	Tolai
Quantity	Itom Description		Fee Amount	Tolal	Quantily	item Description			
	Meter Loop & Service Up to and including 50 kW	@	\$ 90.05	90.06		Motors Up to and including 1HP	0	\$ 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 Mo over 10 HP	tors @	\$ 1.73	
	8 or more circults (each) Outliets	@ @	\$ 1.28			Transformers Up to including 1 KVA	@	\$ 3,85	·
	Lighting Fixtures	@	\$ 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	@	ļ		<u> </u>	Above transformers Ball Park & Parking Lot Light Po	@ les	\$ 90.06	
<u> </u>	Cooking Tops	@	\$ 4,50			First Each Addillonal	_ <u>@</u>	\$ 45,03	
<u> </u>	Ovens	@_	\$ 4.50 \$ 4.60		 	Pole with guy wire (each)	<u>@</u>	\$ 45.03	
ļ	Garbage Disposals	@	\$ 4,60 \$ 4,50		<u> </u>	Temporary Saw Pole	<u></u>	\$ 90,06	
	Dishwashers Window Air	@	\$ 4,50		<u> </u>	Temporary Cut In	@	\$ 90,06	
	Conditioner receptacio Heaters/Generators	@	ļ <u> </u>		-	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	@	 	
	Heaters/Generators Over 10 kW	@	\$ 7,71		_	Shop Inspection Electrical Signs 0-5KVA	@	\$ 45,03	
	Plus Each Additional kW for	@	\$ 1.73			installation inspection Etectrical Signs 0-5 KVA		\$ 45.03	
	Hir/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 A	any Perd	nil is \$87.24)	90.06
	EV Charging Outlet (Level 3)	@	\$102,92		Foef	or Issuinǧ each permit or recel	lpt		+ \$32.16
				<u> </u>	ТОТ	AL FEE		<i>[</i> 5	122.22
Electri	cal materials used will be of the "cuclion in the City of Houston. No	"/Y	ved" type ar icalion(8) of Yuun	nd electrical worl r addition(s) sha	k shall be li be mad	Installed in accordance with the q-in-the electrical system without	City Ord	llnance(s) reg per permil(s). く みらん	ulaling electrica

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-Premise 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 Schooler 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 60441 d
тна AGREEMENT, by and between <u>Bellfontaine Apartments</u>	Inc. % Bob McKenzie (Lessor) and SIGNAD, INC.
(Lessee) sets forth the following terms and conditions:	
PROPERTY. Lessor is the owner (or the authorized agent) of that certain real propabout 150 N - S - E - W of Wilcrest Dr. Lessor's property known as 11700 Wilcrest Dr.	(not) howard of a verifical
Houston, Harris, Texas	feroncias, such équité dirint
SIZE: 14 x 48 SHORDING C	center 11700 Wilcrest osed sign site (above sHC sign)
OFFICE BIDG. P.	ON OF SIGN ON PROPERTY.
RENTAL. Lesses shall pay to Lessor a rentel of **Ree below per year shall pay to Lessor upon acceptance of this agreement a down payment of ten partially expany community. Lessor warrants that he is the owner or the authorized agent of the owner into the owner of the authorized agent of the owner into the owner of the succepted and signed by an executive of LEASE PROVISIONS. This lease contains the provisions on this page and on the provisions. SPECIAL PROVISIONS.	percent (10%) of the annual rate with the balance due and payable upon the wher of the property and has full authority to enter into this agreement. This lease floer of SignAd, inc.
LESSONS SIGNATURE A SET C. M. Cacc. PCos. PRINT NAME/TITLE 10932 Old Katy Road ADDRESS Houston, Texas 77043-4903 (78/) 468-2840 PHONE TAXID #	SIGNAD, INC. MILL O'I breakly 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 elien attrictuit of critic evelyn like term. appearant for yard date that the tot of the chief and the part of 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 state of t eliminated to the haveling published for three we of this eye, and the entire me a significant oftenent of consideration. Leavest greaters are the right to essentiably receive the eigh emoniturals) county entrology to arthress sections of the transfer of the transfer of the county to Lissaes and his anil monitor of selection on a property is their the legical selection and the same case of 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 bleoat on the spore - gescripes 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 Losses any rentiged in adverses for any unexplied faint. Lessop shift relocated highway. Pay condemnation award to Losses's property shift account to Lesses. 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 leader, 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 and the content of the covered 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 popular and suggested as all prior representations, understanding and engineering and engineering and engineering the straight of the finish. This expresses they not be shoothed except to writing alphaday, Lassot and an executive priors of testing. Mathematical responses the testing of the property of t representatives, euccessors and sealers of the parties thereto. Lossor egrees 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	. ,
The foregoing instrument was scknowledged before me thisdey of, by hoterly Public in and for the State of Texas Nyinged Name My Commission Expires		The foregoing instrument was achieved the fore the this cay of the Makey Bublic In, and for the Printed New My Commission	to State of Texas
egal Description of Property:	44 1	CANADA PAR ARE ELECTRICATED AND CONTRACTOR AND ARREST CONTRACTOR A	The second secon
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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



۱.

Original Copies of the C.O.H Sign Owner Waiver



CITY OF HOUSTON

Houston Public Works

Mayor

Mail to: Sign Administration P.O. Box 2688 Houston, Texas 77252-2688 T: 832-394-8890 www.houstonky.gov

Sylvester Turner

Agreement and Release Pursuant to Section 4617(a) (6) of the City of Houston Sign Code Sign Owner, Sign Owner, is seeking 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 881 (12 14) Size (15 14) 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 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, Sign Owner's Printed Name PRISCILLA PINA dotary Public, State of Texas Comm. Expires 01-24-2027 Signature of Sign Owner's Notery ID 131866480 Representative The foregoing instrument was acknowledged before me this 22 day of October 2024, by WOS GII breast. Notary Public in and for the State of Texas, County of HAMS



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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/ Nam į. Add	Name & BELLFONTAINE APTS INC Address: % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-G340						Legal Description: Property Address:			Ai 1: H:	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.

DATE; 9/16/2024	PROJECT NUMBER: 13100061
SIGN CONTRACTOR: SignAd, Inc.	LICENSE NO.: 89
BULING ADDRESS: P. O. Box 8626	ZIP: 7/249
SIGN ADDRESS: 11700 Wilcrest Driv	/e Houston, Texas zɪp:
TELEPHONE NO.:	EMAIL:
	L BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)
	STRUCTION PERMIT OPERATING PERMIT
ELECTRICAL NON-ELECTRICAL	POLE(S): Mono (STEELE WOODL) T. 14 Pt. In. MAX HEIGHT: 80 FT. In. O Permit # 13092649 ding a new sign structure simply implementing for a new RELO Permit
WIDTH: 48 Ft. In. HEIGH	T: 17 Ft. In. MAX HEIGHT: 50 FTIN.
REASON FOR APPLICATION: COH REL	ding a new stan structure simply implementing for a new RELO Permit
ADDITIONAL COMMENTS: We are not buil	unig a new sign structure simply implementing for a first (1220) simple
PERTION 4640 OUR DEPUMSE SIGNS	nall apply 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.	to the state of th
code application area. This promission stall apply to all classification including postable signs, with the exception that Off-Premise signs routel, which signs shall be limited to 40 square feet in area, shall c	:(factive Date (1)(2)(3)(4)), no now construction permits shall be issued for Off-Premise signs within the sign ons of signs, (yeas of signs, and special function signs, and sit other signs used as Off-Premise signs, that advantes the sale or realed of reat property or direct persons to the location of reat property for sale or continus to be permitted for a single three-year term.
(2) Electronic and Off-Premise high technology signs are prohibited or conversion of an existing Off-Premise sign to an electronic or Off-	d. This prohibition shall include the construction, reconstruction, upgrading, K-Premiso high technology sign, such that no electronic or Off-Premise high technology signs are permitted,
I hereby certify that the above information	n is true and correct and fluther that the sign is being erected and/or maintained at the above location nathorized lessee of the premises; and that having read the restrictions and requirements of the City of being erected or maintained in compliance with the Sign Ordinance, Chapter 46, Building Code, City of
Wesley B. Gilbre Swom to and subscribed before me by said PRINT OWNSRIANAE/AGRAIAES	eath, Jr. , Russell B. Reichle on October 31 of 2024
Onner's Signal of Agent / Lesses of Peeniso	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 Siste of Texas
	(A) (A)



E.

Original Electrical Permit Application

HOUSTON FOR 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 an necessary information. NOTE; If you have been instructed to submit via email, send the completed form to permits_office@houstonix.gov,									
APPLICATION DATE: OZZZZ 2. PROJECT NUMBER: 3. ADVANCE PAY ACCOUNT NO									
4, JOB S	JOB SITE ADDRESS: 11700 WILCREST DRIVE, HOUGHOU, CEKAS								
	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	NYN	AME AND I	ICENSE NO.:	SIG	VAD H.S.K	1. E.L.	tt o	59
8, ELEC	MICHE CONTRACTOR COM	(m)	3 40 EM	AIL ADDRESS:	Ru	SHOD STENAD	COM		
9. TELEPHONE NO.: (213) 1861-6013 10. EMAIL ADDRESS: RUSTYD STAND COM									
WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S) CHARGES									
Quantity	(tom Dascription		Fee Amount	Tolal	Quantily	ļiem Descriptior	1	Fee Amount	Tolaí
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	Electrical materials used will be of the "approved" type and electrical work shall be instalted in accordance with the City Ordinance(s) regulating electrical construction in the City of Houston. No inclinication(s) or addition(s) shall be made in the electrical system without the proper permit(s). Approved Appro								
Signa	lure of Person Picking up Permil		vian			Printed Name of Person I	Picking up Per		
							ATTEN 1	AL Attata lasto	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 elem nancturiolog of to excludible. I 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 and analysis of the contract of the analysis and the algorisas and the algorisas and the analysis of th

whelpting any thank little to be the not write that a manage of a few terms, in the defect structure[6] to the traveling policies of the terminal of the end of the end of the end of the end of the end aliment of concidentation. Leavest grants in this in the light 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 find the matching of the electronical 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 site(e) 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 objects penalte 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(s), 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 paid in education for the constituent

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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 acts or whilel rate or einterform of the hadringlying 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 ninely (60) days before the end of such term.

CONSTINUENTON: in 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 in the harden droot that the advencent constitutes the earlier advenced 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 estate 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 \$ \$ \$ \$ \$	
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, Sava To is seeking 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 1935 Street Tourity, City of Houston Sign Permit No. 13093649.
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
Date Je : G: breath 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, Bellious of Modern (617(a) (5) of the City of Houston Sign Code Landowner, Bellious of Modern (4) (5) 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 88/42 MANSING (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 November, 2024, by Conservation.
Notary Public in and for the State of Texas, County of Approxi

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				Lei	Legal Description: ABST 651 L ROARK Property Address: 11700 S WILCREST DR HOUSTON TX 77099												
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Brick / Concr Block

Economic Obsolescence Normal

Exterior Wall

	Wall Helght	14
	Store Front: Metal	1
ļ	Interior Finish Percent	100

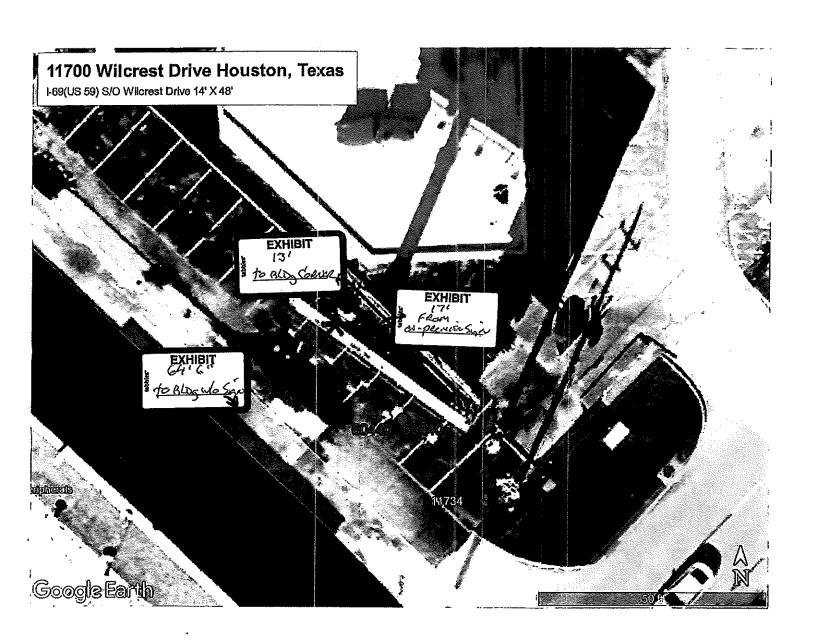
Extra Features

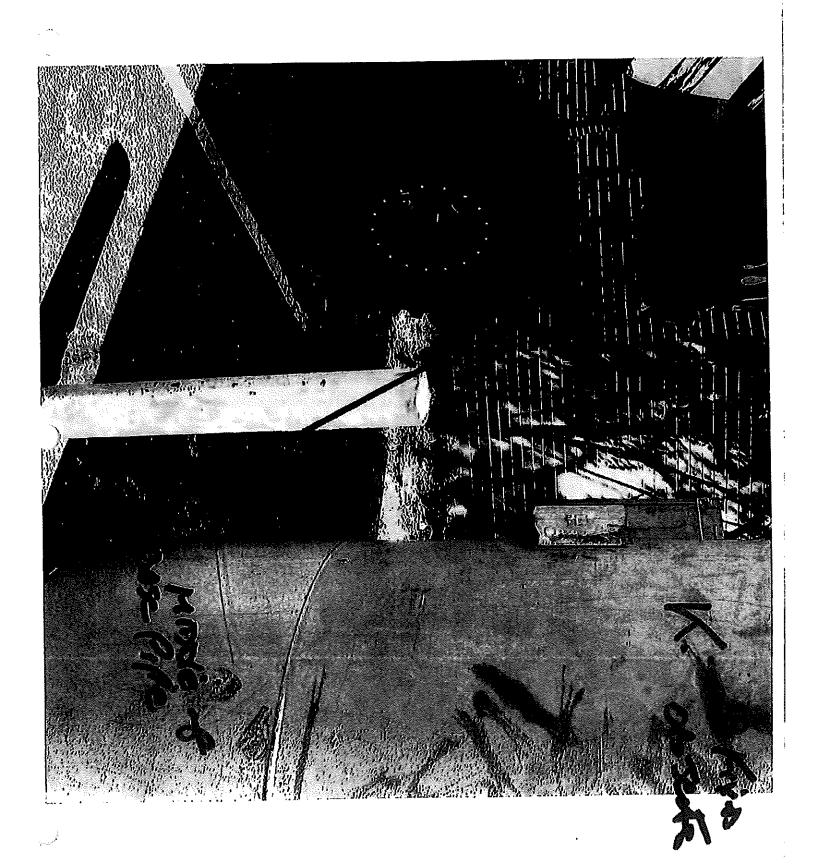
Line	Description	Quality	Condition	Units	Year Bulit
1	CANOPY ROOF AND SLAB	Average	Average	7,067,00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979

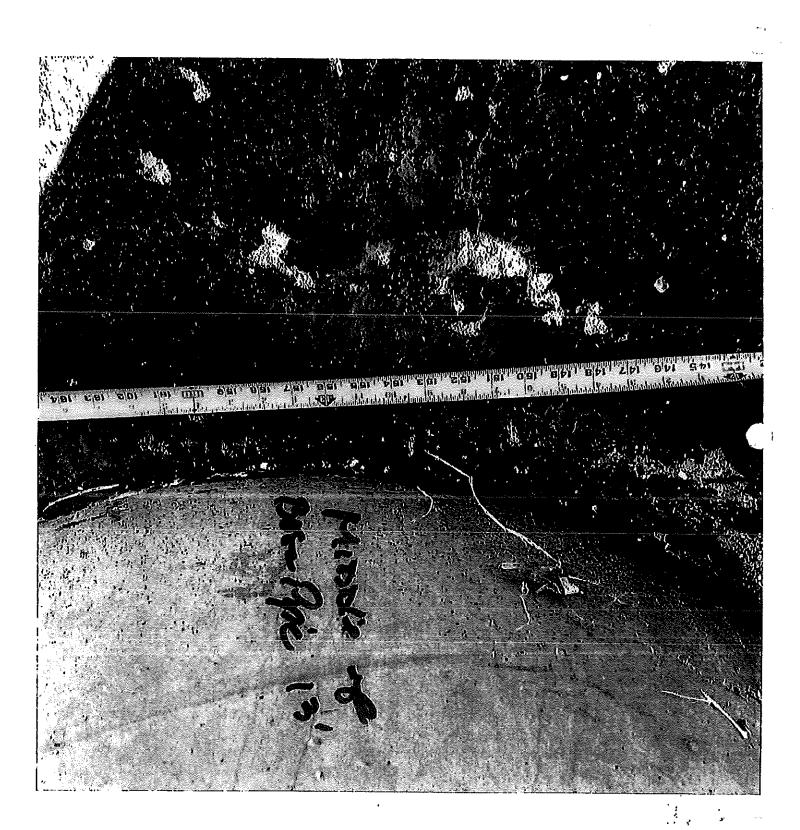


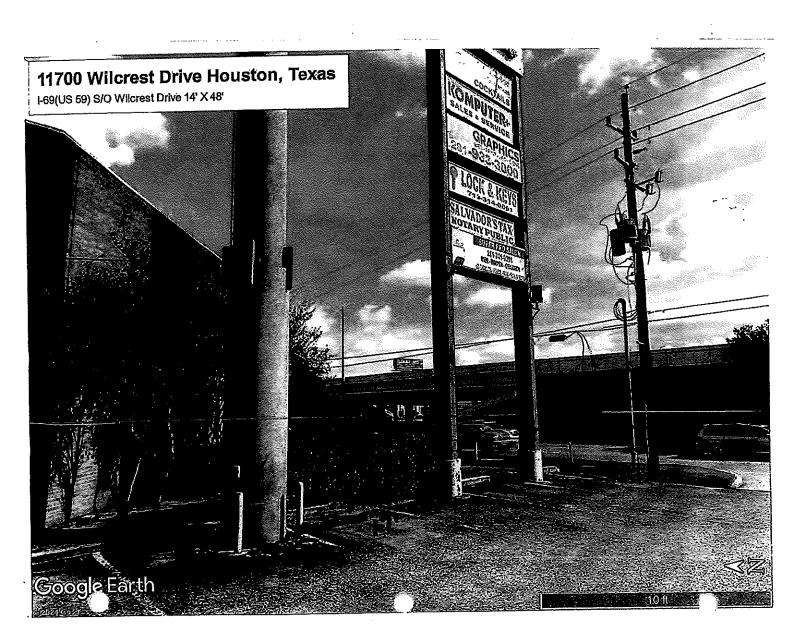
K.

Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects



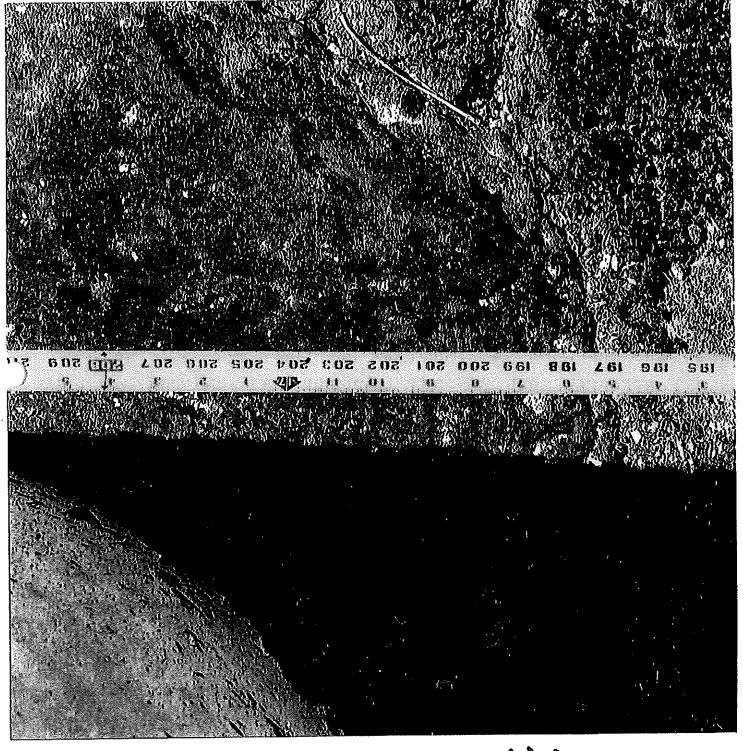






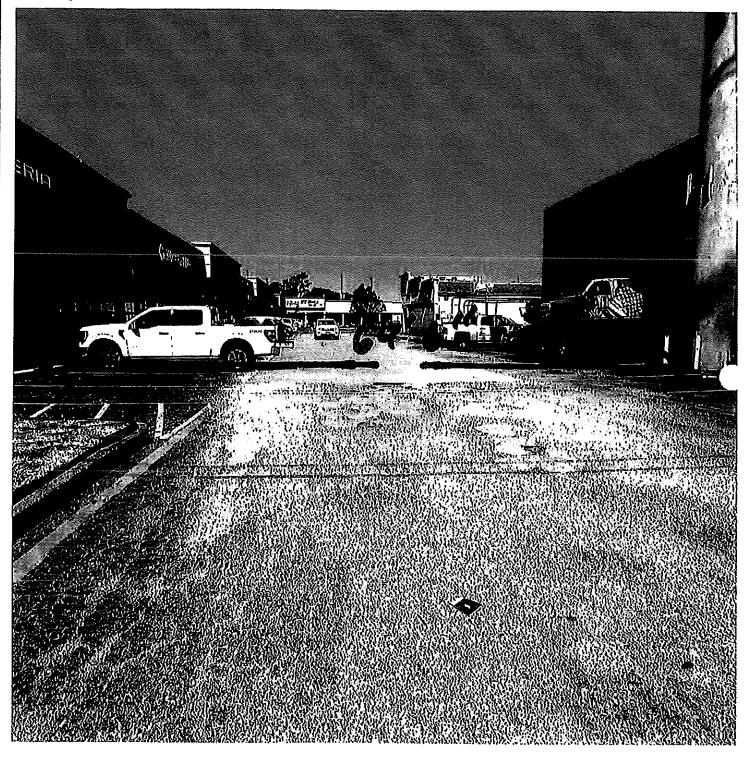


K. 2 Kirws 013 Seath



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	\(\oldot\)
CHY ZIP CODE COUNTY BLOGS UNITS STORY		ZONE
HOUSTON 77(199 MARRIS		
APPLICANT STIGM.	UC. NO. 00002000	PHONE 213-861-6023
USE FI OF 18 ARCIANGO III UM 10 VESA DEL CONTROL OTILIDO		17.13-500.1+100.1-2
	9(4)3 	A0/12 Oc
MULTIPLE PERMI	raxea T	\$26 <u>5.2</u> 6
		•
FROJENTANAME	N T B	
Data Dopartment		•
08/58/82 SIGNS 10-MENS KUDINCIN INDER SES	MICH 4617. O	LD LOG NUMBERS
09/25/97 SIGNS 45/001 AND AND LHOW ED. OR		
97/29/97 SIGNO (1970) (A Barry	
sign electinst and the sign elections	ZANGERA Zangera	FEE 10.00
	1 (40a)	
	Formit	Fom 10:00
1 ML5/1-50 KW () - ()		10.0
STEN CONSTRUCT	TOTAL	FEE 255.26
	M Parmit	Fee 259.26
	Parassing	Foo 9.00
672 OFF PREMISORT)		290,26
	AN	
	<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:	
DATE & TIME GAS:		DATE & TIME OTHER:	
COVER NO WOL	IK UNIIL ABOVE IS APPROVED WHEN APPLICA	ADLE .	
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: DATE & TIME



M.

Supportive Documentation for the Residential/Commercial Percentage Surrounding the Site



Commercial vs. Residential

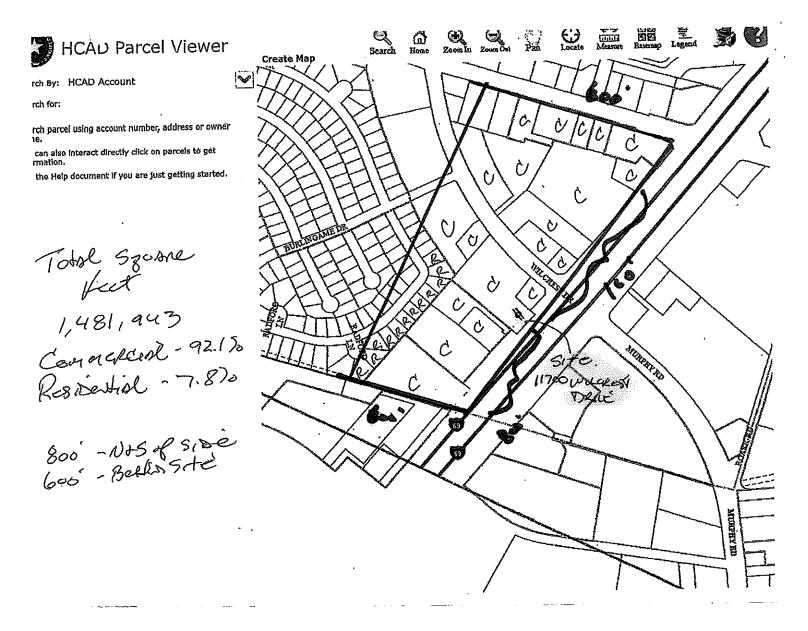
Based on Square Footage

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%

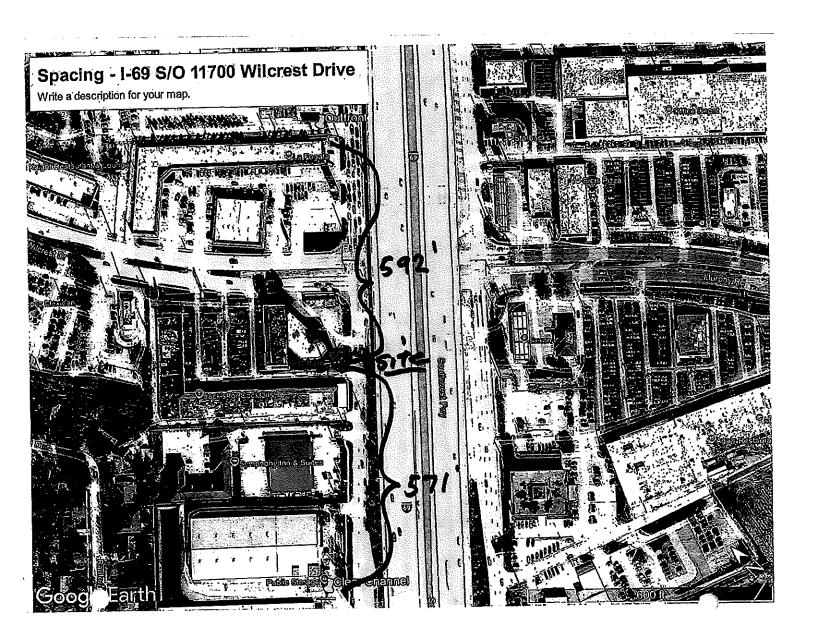
Residential – 115,667 Square Feet – 7.8%





N.

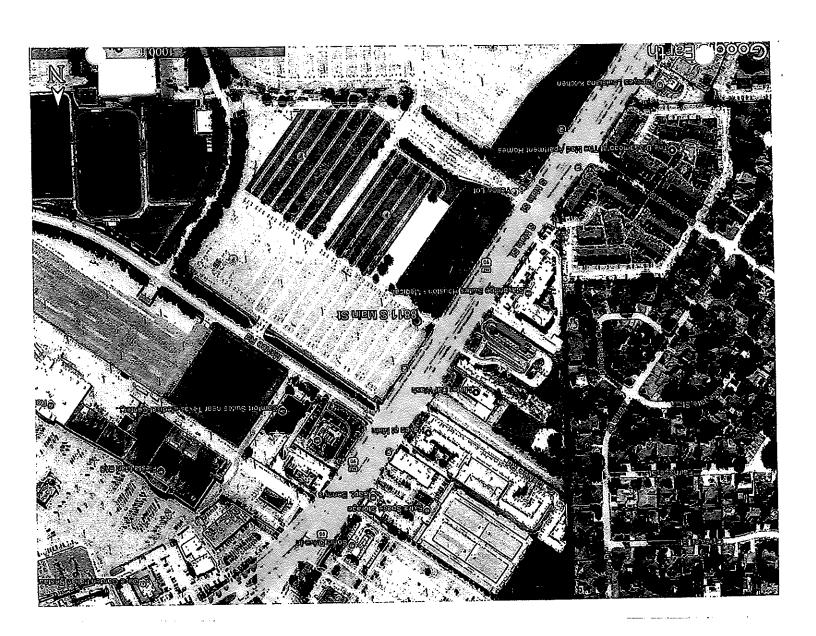
Supportive Documentation for the Spacing between other Off-Premise Signs

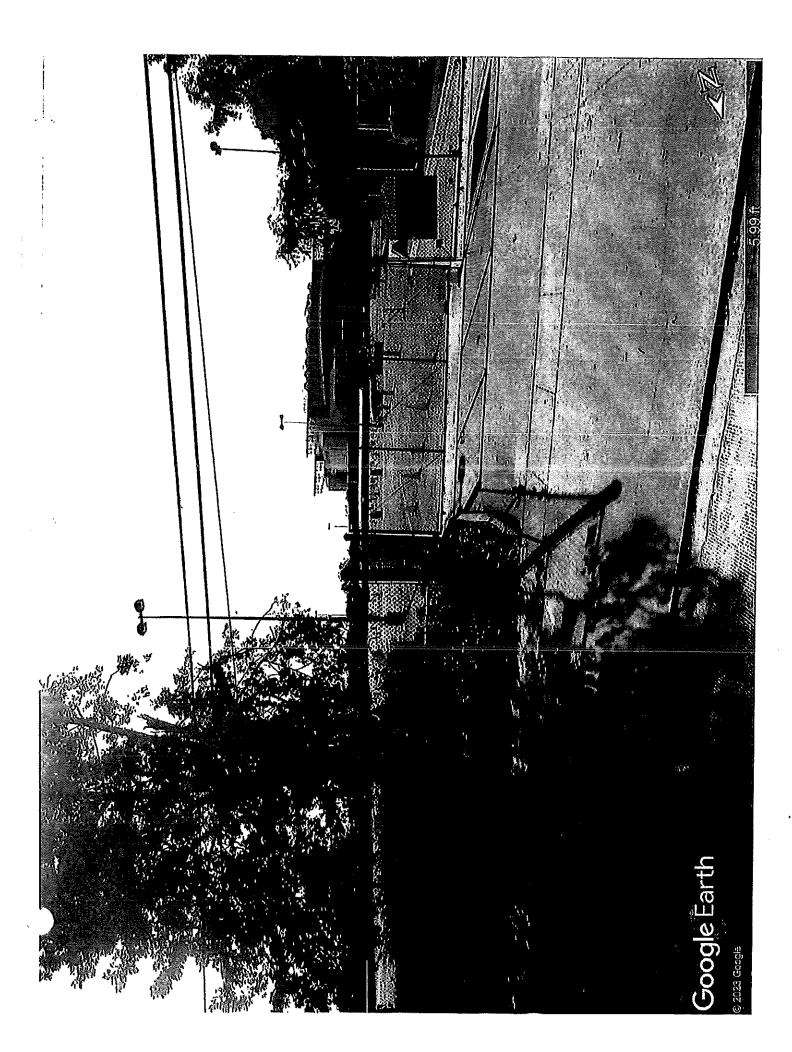


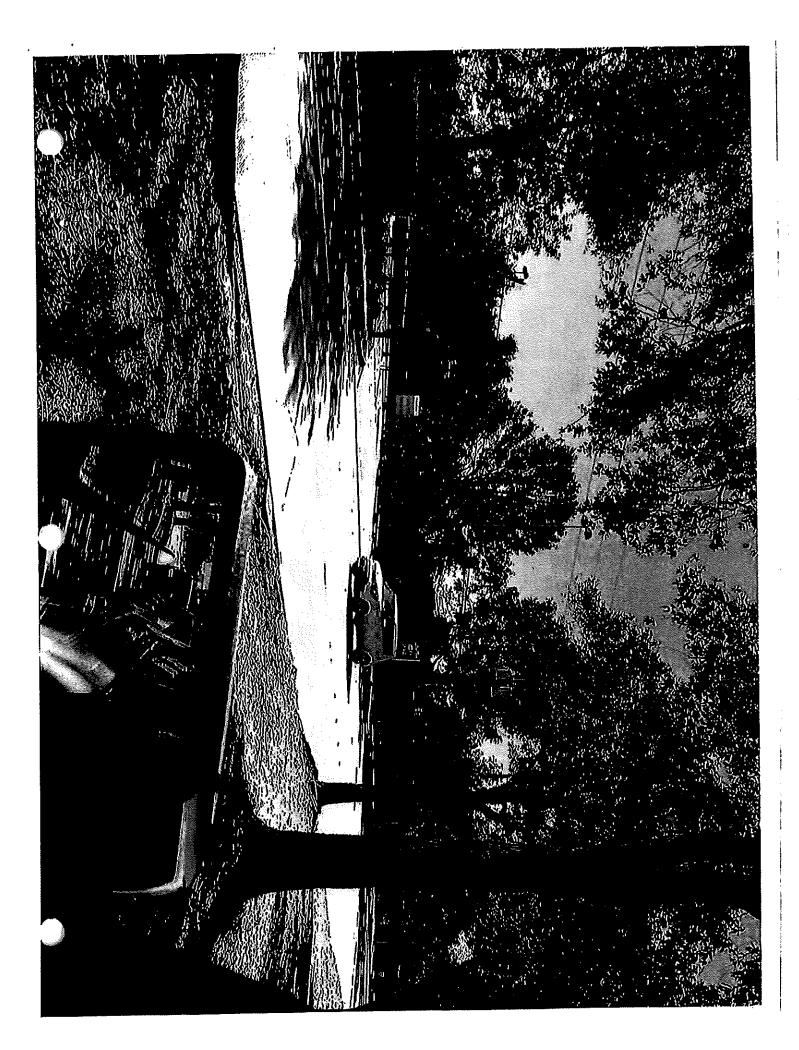


0.

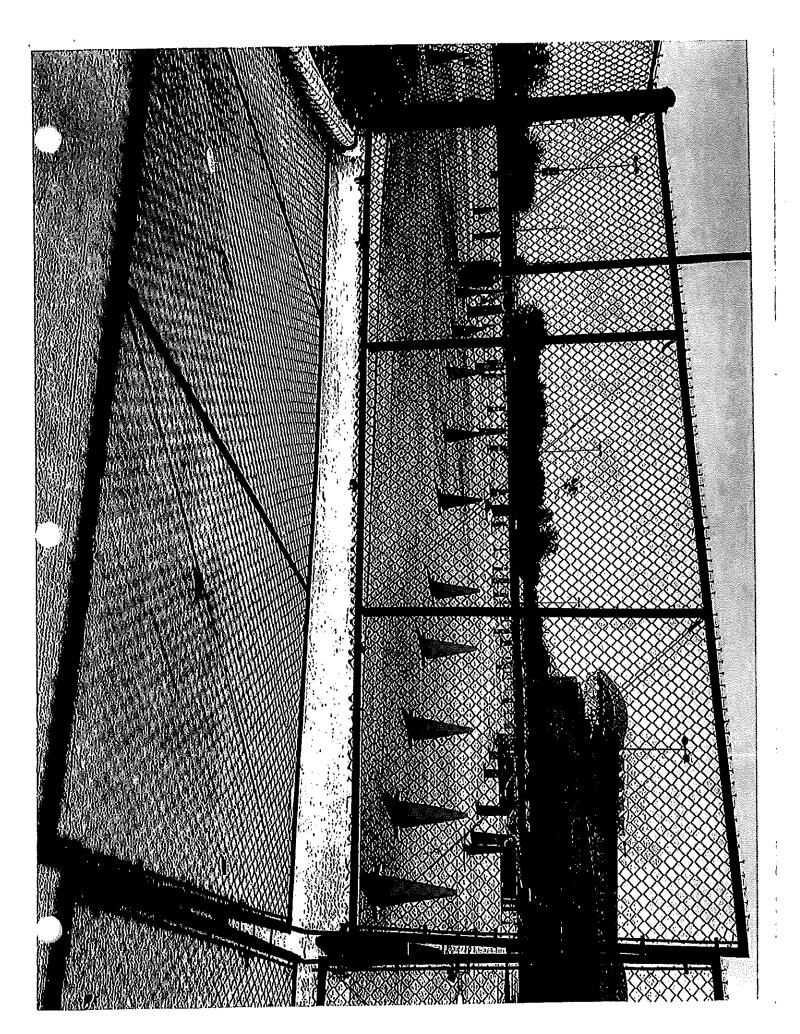
Photos Depicting the Area where the Billboard has been removed from













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	2 ¹¹⁰ 54 672 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 = 468 in 3		5=603 in 1
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

$$d = \frac{4/2}{2} \left(1 + \sqrt{1 + \frac{4.36 \, \text{L}}{A}} \right)$$

$$= \frac{4.89}{2} \left[1 + \sqrt{1 + \frac{4.36 \, \text{(66')}}{4.89}} \right]$$

$$d = 21.3$$

$$A = \frac{2.34 P}{5.6}$$

$$= \frac{2.34(27600\%)}{2200(6\%)}$$

$$P = 27600^{\#}$$

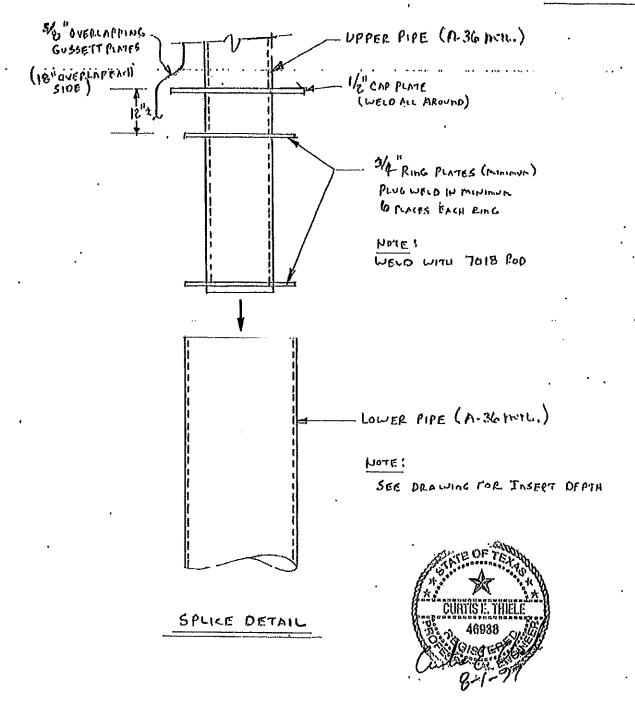
$$b = 72^{\#}$$

$$5 \approx 2200$$

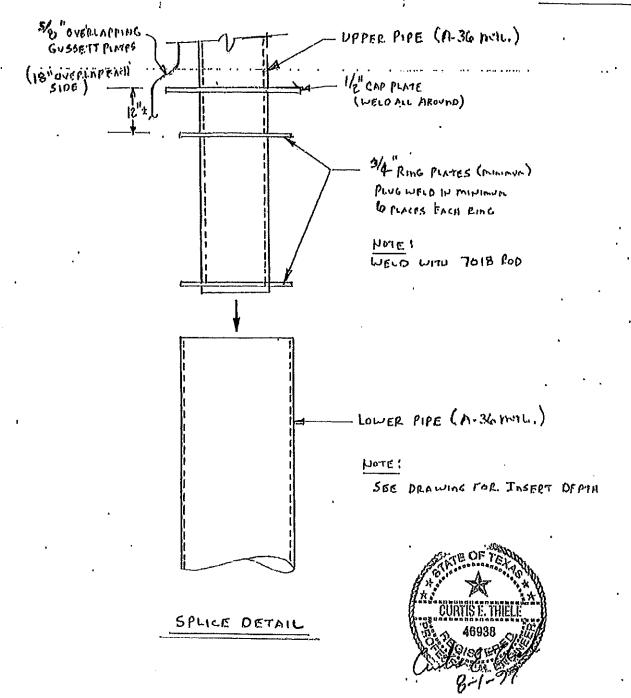
$$b = 1.835.000 \, \text{L}$$

$$27.600 \, \text{L} = 66$$

USE CONCRETE FOOTING 72 1 \$ x 22 DEEP



. . .

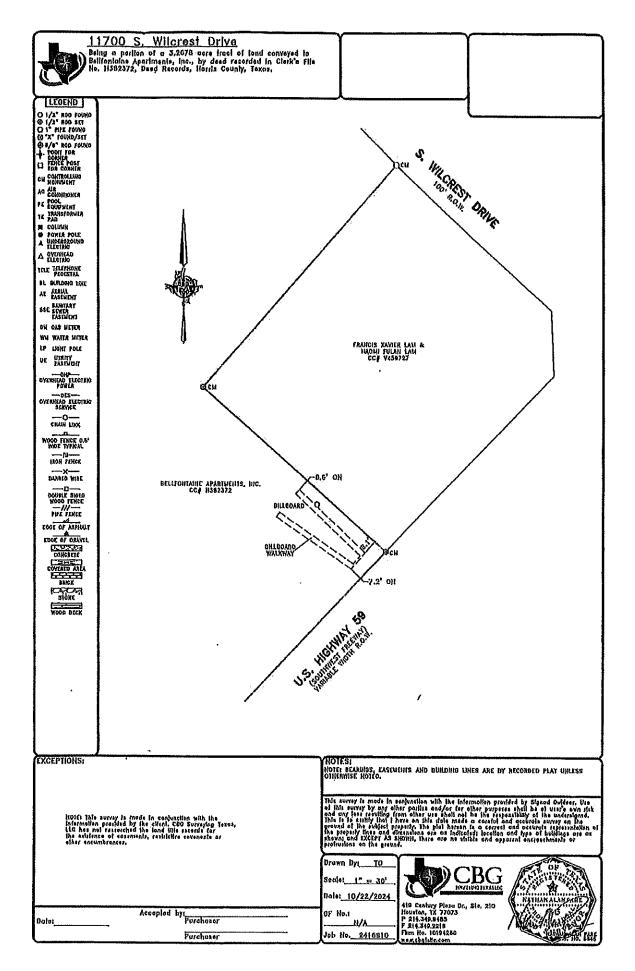


ta a managa a magadi Mari



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, Hawali, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, 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 Sioux Falls State of _South_Dakota , 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 on its behalf as Surety and as its act and deed, the following bond: One Sign Relocation City of Houston bond with bond number 72683664 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 Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policios, undertakings, Powers of Altomey 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-formatted 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 "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 deed of the Company. In Wilness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice Fresident with the corporate seal affixed this 21ot day of _ 2024 WESTERN SURETY COMPANY ATTEST Bauder, Assistant Secret Larry Kaslen, Vice President STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA On this 21st day of _ October , before me, a Notary Public, personally appeared Larry Kasten L. Bauder and who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation. ۿؚڎؠۮؠ؋ؠۿ۫ۄڎؠڎؠڎؠڎۼڎۄڶؠۼۄڎؠڎؠڎؠڎؠۼؠڰؠڰؠڰؠڰؠڰۼڰۼڰۼ S. GREEN NOTARY PUBLIC Well or SOUTH DAKOTA SEAL

րերագրերության բանակարգության հայ Commission Expires February 12, 2027

To validate bond authenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Services > Validate Bond Coverage.

1

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 Agraement (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 Wildes Hosty 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: President	By: Wes Gilbrusky Printed Name of President
By: Signature of Landowner	Name of Handowder Mula Zell By: Printed Name of Landowner
ATTEST:	Name of Llenholder
By:	By Printed Name of Signor/Lienholder
ATTEST:	
By:	By:
APPROVED;	COUNTERSIGNED;
, , , , , , , , , , , , , , , , , , , ,	O O O I I LINO, O I LINO,
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 UN Parker	. 20 2. 7.
Printed Name: KSU/School Le	
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 x 48
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

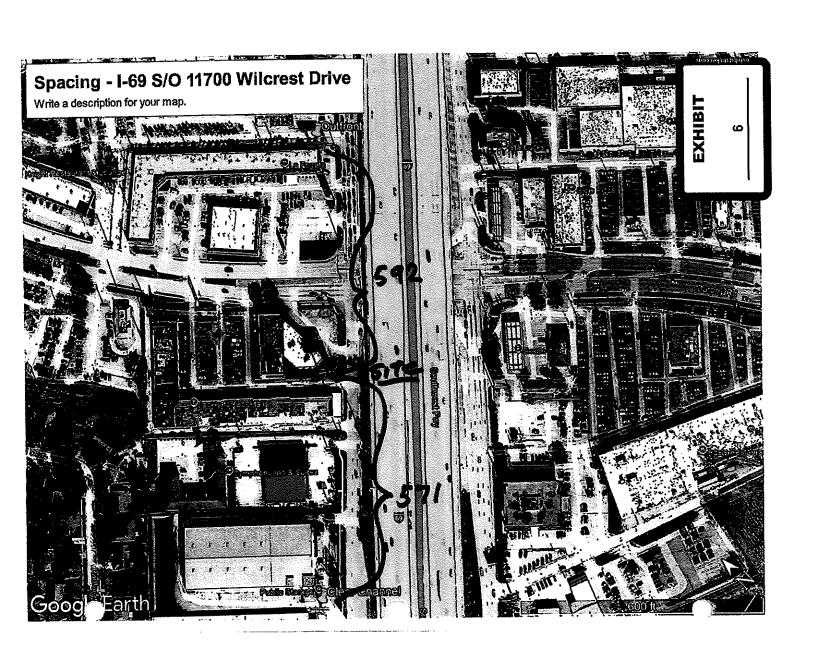
Exterior Wall

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 754-0220 754-0400

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CCUPANT *SIGN AT INC.					ęprinklens X		YPE	
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11700 WILCREST	ZIP CODE	TCOUNTY	BLOGS UNITS	STORY	別リル円 OCC GP	Z)NE	
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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.

		INSPECTION RECORD		
DATE & TIME FOOTINGS:	DATE IN TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:	P P
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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: Sles L Allowers Corporate Secretary ELLIOT SIIBREATH	By: Title President Wes Gilbreath, Jr.
ATTEST:	Bellfontaine Apartments Inc. (Name of Landowner)
By: Corporate Secretary	XBy: Title Robert Mc Kingie, A
ATTEST	Kansas City Life Insurance Company (Name of Lienholder)
By: New Secretary	Title Sr. Vice President Charles R. Duffy, Jr.
By: City Secretary	By: Bob Lanier, Mayor
APPROVED	COUMARSIGNED:
Assistant City Attorney City of Houston	By: Servery School City Controller
City of Houston	Date: 9-18-97

(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 TEXASCARCASCOCCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCO
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 Texas STATE OF TEXAS COUNTY OF HARLE BEFORE ME, the undersigned authority, on this day personally, appeared Ellor 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 Annual Control of the Contro	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" fron 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	v
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	1
referred to as "the Landowner").	ľ
WITNESSETH:	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.

		[<i>[]</i>]/.
ATTEST:	SignAd, Inc.	!4 (
	(Name of Sign Owner)	I_{\perp}
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By: Elect Glands	By:	
Corporate Secretary ELLIOT SILBREATH	Title President Wes Gilbreath Jr.	•
ELLIOT DIIBREATH	Woo directing of	la
	Bellfontaine Aparti	ments Inc. $\frac{N}{N}$
ATTEST:	(Name of Landowner)	10110-110
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By: VOVIII	XBy: \\ \(\)	
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ATTEST	Kansas City Life Insurar	ice Company //
	(Name of Lienholder)	, -
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City Secretary	200 2	
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APPROVED:	COUMAGRIGNED:	<i>n n</i>
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By: Bank Bibly	By: Jevry Miller	1
Assistant City Attorney	City Controlle	
City of Höhston	Date: 9-18-	01
· Land Distribunt	Date: 4 りお	~Y /

(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 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 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 Office In and Source In and S
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 දරුණු දිවු දරුව දරුව දරුව දිවු දරුව දිවු දිවු දරුව දිවු දිවු දිවු දිවු දිව
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 Service 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 HURLIS BEFORE MB, the undersigned authority, on this day personally, appeared EULOT 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 HORRES 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 ARRIL, 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 8 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, doos 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 undor 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,

OPS 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":

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	1508 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
	11	44620	10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fuqua	5281	10x24	2	480	D
S TO	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	18848 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 Kuykendahl/N 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	3130 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	8

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
<u></u>	27	70060	301 YALE	l-10 @ 301 Yale	11200	14x48	2	1344	1
50	28	20112	3828 WILEY	Easlex 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
Ö	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	100823A	12x40	2	960	В
	38	49431	4103 FM 2351	4103 FM 2351 W/O Beamer	045030A	10×40	2	800	ETJ
a	39	62440	13500 BELLAIRE RD	13600 Ballaire Bivd W/O Eldridge	044916A	10x40	2	800	ETJ
₹	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	87311	2931 FM 2920	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	· · · · · · · · · · · · · · · · · · ·	, <u></u>		31870	
			•		***			5.0	

Exhibit A

SIGNAD 02/24/2015

Exhibit B
Extensions of Permits for Relocated Boards

ı	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 - 12×48×28	
SIGHAD	24880-1/2 EASTER FWY:	4064077	4	61)	40/9/9008	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	
616HAD	18100-1/2 CULF FW4	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	1.499 1/2 WEST LOOP NORTH	1008495	2	CITY	6/21/2014	TX DOT - EMINENT DOMAIN - 20x60x61	
COASTAL SIGNS	14830 1/2 NORTHWEST FWY.	9063018	2	ETJ	5/19/2015	TX DOT - EMINENT DOMAIN - 14x45x90	
GLEAT-CHANNEL	2500 SOUTH LOOK WEST	4002609	4	GIFF	10/26/2018	Sign used - 10 yr relo for P#8087385	
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	7801 1/2 EASTEX FWY.	9109882	2	CITY	12/9/2009	SETTLEMENT AGGREEMENT - 12x24x36	
GLEAR CHANNEL	8621 1/2 EASTEX FWY.	9050214	1	CITY	7/7/2009	SETTLEMENT AGGREEMENT - 12x24x33	
CLEAR CHANNEL	8702 1/2 EASTEX FWY.	9109892	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	Q6181-2/Q-01-040	10002118	4	ज़ा	9/99/9010	519H USED - 10 YEAR RELO 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#	9/29/2010	SETTLEMENT AGGREEMENT - 12x24x30	
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 - 12x24x32	
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.	2084541	1	ETJ	10/10/2010	EMINENT DOMAIN -12x24x31	
CLEAR CHANNEL	8502 1/2 ALMEDA RO.	70409	1	GIY	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	670 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	13400 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	
NONNAÐ NHCL	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
 - 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.



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May 22, 2025

Pat J. Daniel, City Secretary City Secretary Department 900 Bagby St., Rm. P101 Houston, Texas 77002 Via Messenger Delivery and Email: <u>citysecretary@houstontx.gov</u>

RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 Wilcrest Dr.; Our File No. 1011-317.

Dear Ms. Daniel:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). On March 27, 2025, the General Appeals Board denied SignAd's appeal relative to the decision of the Houston Sign Administration regarding the Denial of Permit Application (the "Rejection Letter"), dated November 18, 2024, for an off-premise sign located at 11700 Wilcrest Dr. (the "Sign"). On April 4, 2025, I sent a letter to you notifying the City Council of SignAd's appeal of the decision of the General Appeals Board to the City Council pursuant to Section 4604(e)(1) of the Houston Sign Code. In accordance with Section 4604(e)(2) of the Houston Sign Code and Rule 12 of the Houston City Council Rules of Procedure, enclosed herein is the record of the March 27, 2025 hearing before the General Appeals Board, including the written transcript of and exhibits offered at the hearing. Additionally, set out below are SignAd's written exceptions to the facts and administrative rulings and decisions made by the General Appeals Board.

¹ Exh. A – March 31, 2025 Letter from Michael Dishberger, Chairman of General Appeals Board of the City of Houston, to Christopher Rothfelder, counsel for SignAd, Ltd. Exhibits not made part of the record of the hearing before the General Appeals Board will be cited according to letters (e.g., Exhibit A).

² Exh. B – April 4, 2025 Letter from Christopher Rothfelder, counsel for SignAd, to Pat J. Daniel, City Secretary.

³ Exh. C – Houston Sign Code Sections 4604 and 4617.

⁴ Exh. D – Houston City Council Rules of Procedure, Rule 12.

⁵ The transcript of the March 27, 2025 hearing before the General Appeals Board will be cited as "GAB Hearing Transcript." Exhibits introduced by SignAd at the hearing before the General Appeals Board will be cited as "SignAd Exh. ___," and exhibits introduced by the City at the hearing before the General Appeals Board will be cited as "City Exh. ___," A file share link to the written transcript of and exhibits offered at the hearing is available here: https://www.dropbox.com/scl/fi/a0pbunqtiobvwmc5p1bd1/General-Appeals-Board-Meeting-Transcript-03-27-25.pdf?rlkey=938akkbny5s8bw22lb30yc62o&st=dndqthlp&dl=0

⁶ "An appellant who has complied with Rule 12 shall file with the City Secretary, within 60 days following the decision appealed from, a record consisting of the written transcript of the hearing before the General Appeals Board, along with the written exceptions, if any, of each party to the proceedings to the facts and administrative rulings and decisions made by the General Appeals Board." Houston Sign Code § 4604(e)(2).

Pat J. Daniel, City Secretary May 22, 2025 Page 2

SignAd respectfully requests that the decision of the General Appeals Board be reversed, the Rejection Letter be rescinded, and SignAd's Application be granted.

By way of background, on September 16, 2024, SignAd submitted an Off-Premise Application for a Special Permit for the continued operation of the Sign (the "Application"). On November 18, 2024, the Sign Administration issued the Rejection Letter. Enclosed with the "Rejection Letter" was an "Off-Premise Site Inspection Form." The Inspection Form describes the reasons for "rejection" as follows:

SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'. 10

SignAd timely appealed the rejection of its Application by letter dated December 2, 2024.¹¹

On March 27, 2025, the General Appeals Board convened a hearing to consider SignAd's appeals. The Board voted to uphold the decision of the Sign Administration. The transcript of and exhibits offered at the hearing are enclosed and referenced herein. Pursuant to Section 4604(e)(2), SignAd excepts to and appeals the decision of the Board, and requests that the City Council reverse the decision of the Board, order the rescission of the Rejection Letter, and overturn the denial of the Application, for the following reasons.

First, the Sign Administration failed to adhere to the spacing requirements set forth in Section 4617 of the Houston Sign Code when it denied SignAd's Application. The Board upheld the decision of the Sign Administration based on the testimony of inspector David Conde. Mr. Conde explained during the hearing before the General Appeals Board that he denied SignAd's Application because it was located within 1,500 feet of another permitted off-premise sign.¹⁴

Section 4617 of the Houston Sign Code specifies the requirements for obtaining a Special Permit. Special permits are issued when an off-premise sign must be removed to accommodate a highway improvement project in the City of Houston. 6 While the Houston Sign Code

⁷ City Exh. 5.

⁸ SignAd Exh. 1.

⁹ SignAd Exh. 6.

¹⁰ SignAd Exh. 6. The Sign Administration did not rely on the Sign's proximity to a power line as a reason for the rejection of SignAd's Application at the March 27, 2025 General Appeals Board hearing. SignAd's Application did not propose moving the Sign or the power line, both of which have been in place since the Sign was constructed in 1997. Therefore, the Sign is grandfathered with respect to its proximity to the power line.

¹¹ SignAd Exh. 7.

¹² Exh. A.

¹³ Exh. A.

¹⁴ GAB Hearing Transcript, pgs. 41–42.

¹⁵ Exh. C.

¹⁶ Houston Sign Code § 4617(a)(2).

Pat J. Daniel, City Secretary May 22, 2025 Page 3

generally prohibits the construction of new off-premise signs in the City, a "Special Permit" allows the permit holder to "relocate" or construct a sign at a different location that complies with the spacing requirements set out in Section 4617(a)(8) of the Houston Sign Code for a period of ten years.¹⁷

The Sign was originally constructed pursuant to a Special Permit in 1997.¹⁸ SignAd submitted the Application denied by the Sign Administration, which is the subject of this appeal, pursuant to an additional, unused Special Permit, which SignAd received in connection with the removal of two other off-premise sign faces located in the City to accommodate highway construction projects.¹⁹

Mr. Conde and the General Appeals Board erred by concluding that the Sign needed to be at least 1,500 feet from another permitted off-premise sign instead of 500 feet. Signs that are to be altered or relocated pursuant to Section 4617 of the Houston Sign Code must adhere to the spacing requirements of Section 4617(a)(8)a, which provides:

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.²⁰

Sections 4617(a)(4)a and b, in turn, state that a sign subject to Section 4617 must be located:

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 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 available²¹

¹⁷ Houston Sign Code § 4617(a)(1).

¹⁸ SignAd Exh. 2.

¹⁹ City Exh. 5.

²⁰ Exh. C.

²¹ Exh. C.

SignAd submitted the Application to continue the operation of the Sign on the same tract or parcel of land upon which it was situated before the purported expiration of its original permit. As such, the Sign Administration and General Appeals Board should have applied 500 feet spacing rather than 1,500 feet spacing in the consideration of SignAd's Application. The Sign is not located within 500 feet of another off-premise Sign, as evidenced by the measurements offered by the Sign Administration to the General Appeals Board at the March 27, 2025 hearing. Additionally, the Sign is located within 800 feet of several commercial or industrial activities. Accordingly, the decision of the General Appeals Board should be reversed, the Rejection Letter should be rescinded, and SignAd's Application should be granted.

Second, SignAd's interpretation of Sections 4617(a)(4) and (8) of the Houston Sign Code (as requiring only 500 feet of spacing for the use of a Special Permit for pre-existing off-premise signs) is consistent with the Sign Administration's historical treatment of similar applications. Indeed, for more than thirty years, the Sign Administration and City have interpreted the spacing requirements of Section 4617 to only require 500 feet spacing.²⁴

SignAd constructed the Sign at its current location in 1997, pursuant to a Special Permit, which enabled SignAd to relocate the Sign from its previous location at 11700 FM 529, to its current location at 11700 Wilcrest Drive. Although the original sign was located elsewhere in the City (i.e., not on the same or abutting property at 11700 Wilcrest Dr.), the City only required 500 feet of spacing from the two billboards that were (and are still) located within 1,500 of the Sign. Included with SignAd's City and State permit applications were a hand drawn "plot plan." The "plot plan" demonstrates that there is a billboard owned by 3M (now Outfront Media) located approximately 550 feet north of SignAd's sign site. The "plot plan" likewise shows that there is a billboard owned by Eller Media (now Clear Channel Outdoor) located approximately 600 feet south of SignAd's proposed sign site. Both of these signs were in existence at the time SignAd constructed the Sign, and the terms of Section 4617 of the Houston Sign Code have not changed since that time. Because the Sign Administration applied 500 feet spacing at the time SignAd submitted the original application for the Sign, it should have done so again in this instance.

Subsequently, in 2015, the City of Houston and SignAd entered into a Settlement Agreement, whereby the City agreed to extend the duration of certain Special Permits in exchange for SignAd's removal of other signs located elsewhere in the City.³¹ The Settlement

²² City Exhs. 2 & 3.

²³ SignAd Exh. 4. The photograph of the Sign included in the City's Site Inspection Form shows an on-premise sign identifying several businesses located on the same property.

²⁴ GAB Hearing Transcript, pgs. 59–61.

²⁵ SignAd Exh. 2.

²⁶ GAB Hearing Transcript, pgs. 56-61

²⁷ SignAd Exh. 4.

²⁸ SignAd Exh. 4; GAB Hearing Transcript, pgs. 59-60.

²⁹ SignAd Exh. 4; GAB Hearing Transcript, pgs. 59-60.

³⁰ GAB Hearing Transcript, pgs. 59-60.

³¹ SignAd Exh. 5.

Pat J. Daniel, City Secretary May 22, 2025 Page 5

Agreement resulted in the extension of the permit for the Sign to September 18, 2024.³² Just as in 1997, the City once again affirmed the propriety of 500 feet spacing through the extension of the Sign's permit through 2024.³³

In fact, the section of the Agreement titled, "Cooperation on Condemnation Issues," page 5, was directly applicable to SignAd's Application.³⁴ That section states:

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.³⁵

Although SignAd requested a meeting with the City to discuss the extension of the permit for the Sign prior to the hearing before the General Appeals Board, the City would not agree to entertain such discussions.³⁶

Additionally, allowing the Sign to remain in place, in exchange for the use of un-utilized Special Permits, would benefit the City and serve the purposes of the City's Sign Code, which are to maintain control over signs and ultimately eliminate billboards located throughout the City. The approval of SignAd's Application would result in a net reduction of signs in the City, as well as SignAd's use of an un-utilized ten year permit, which SignAd could use for the construction of a new sign for a period of ten years elsewhere in the City (as opposed to a mere nine years for an extension of the Sign's existing permit through 2034).

Lastly, should the Council require additional evidence to adjudicate the merits of SignAd's appeal, SignAd respectfully requests that this matter be referred to the Sign Administration or General Appeals Board for further proceedings to complete the record.³⁷

³² SignAd Exh. 5, pg. 17; GAB Hearing Transcript, pgs. 61-63.

³³ GAB Hearing Transcript, pgs. 61-63

³⁴ SignAd Exh. 5, ¶9.

³⁵ SignAd Exh. 5, ¶9 (emphasis added).

³⁶ GAB Hearing Transcript, pgs. 62–63; 74–76.

³⁷ Rule 12 of the City Council's Rules of Procedure includes the following provision: "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."

Pat J. Daniel, City Secretary May 22, 2025 Page 6

Thank you for your consideration of SignAd's appeal. Please contact me if you have any questions or if I may provide additional information. Otherwise, please notify me when SignAd's appeal is placed on the Council's agenda.

Very truly yours,

<u>/s/ Christopher W. Rothfelder</u> Christopher W. Rothfelder

CWR:mr Enclosures

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

EXHIBIT A





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
n C	— Docusigned by: Mike Disliberger 7026805705884488 711Chael Dishberger, Chairman General Appeals Board Of the City of Houston

cc: Building Official

EXHIBIT B

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

RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 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

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Dear Mr. Rothfelder:

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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 Disliberger
Michael Dishberger, Chairman
General Appeals Board
Of the City of Houston

cc: Building Official

EXHIBIT C

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 4604--SIGN ADMINISTRATION AND ENFORCEMENT

- (a) Sign Administrator. The director of Houston Public Works shall appoint a Sign Administrator to administer and enforce the terms and conditions of this chapter and all other provisions of law relating to signs. The Sign Administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the Sign Administrator. The Sign Administrator and such other persons shall constitute the Sign Administration Section of Houston Public Works. The Sign Administrator is directed to enforce and carry out all provisions of this chapter.
- (b) Enforcement Responsibility. The duties of the Sign Administrator shall include not only the issuance of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this chapter and any other applicable laws, and that all signs for which a permit is required do, in fact, have a permit. The Sign Administrator shall make such inspections as may be necessary and initiate appropriate action to bring about compliance with this chapter and other applicable law if such inspection discloses any instance of noncompliance. The Sign Administrator shall investigate thoroughly any complaints of alleged violations of this chapter.
- (c) Powers of Sign Administrator. The Sign Administrator shall have the power and authority to administer and enforce the conditions of this chapter and all other laws relating to signs. Included among such powers are the following specific powers:
 - (1) Every sign for which a permit is required shall be subject to the inspection and approval of the Sign Administrator. When deemed advisable by the Sign Administrator, a sign may be inspected at the point of manufacture if such point is within or adjacent to the sign code application area.
 - Upon presentation of proper identification to the owner, agent or (2) tenant in charge of such property, the Sign Administrator or his representative may enter, for the purposes of inspecting and investigating signs or sign structures, any building, structure or other premises or property during normal business hours, provided, however, that in cases of emergency where extreme hazards are known to exist that may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the Sign Administrator has made a good faith effort to locate same, the Sign Administrator may enter the aforementioned structures and premises at any time upon presentation of proper identification to any person on the premises. Whenever the Sign Administrator or his representative shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating

Section 4604

signs or sign structures, which property has management in residence, such management, or the person then in charge, shall be notified of his presence and shown his proper and official credentials. The Sign Administrator or his representative, when on private property, shall observe the establishment's rules and regulations concerning safety, internal security and fire protection. Whenever the Sign Administrator is denied admission to inspect any premises, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection for violations of this chapter. In applying for such a warrant, the Sign Administrator shall submit to the magistrate his affidavit setting forth his belief that a violation of this chapter exists with respect to the place sought to be inspected and his reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists for a search of the premises in question, he shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify the same. Any warrant so issued shall constitute authority for the Sign Administrator to enter upon and inspect the premises described therein.

- (3) Upon notice and issuance of a stop order from the Sign Administrator, work on any sign that is being conducted in a manner contrary to the provisions of this chapter or is being conducted in a dangerous or unsafe manner shall be immediately stopped. Such notice and order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work and shall state the conditions under which work may be resumed. Where an emergency exists, written notice shall not be required to be given by the Sign Administrator. Following the issuance of a stop order, the Sign Administrator shall initiate proceedings to revoke any permit issued for the work covered by such stop order, consistent with Section 4604(c)(4), unless the cause of the stop order is resolved to the Sign Administrator's satisfaction.
- (4) The Sign Administrator shall have, and is hereby granted, the power and authority to revoke any and all licenses or permits authorized by this chapter for violation of the terms and provisions of this chapter, provided that the Sign Administrator shall conduct a hearing prior to the revocation of any license or permit authorized under this chapter to determine the facts incident to the pending revocation. The person whose license or permit is under consideration shall be given at least ten calendar days' written notice of the hearing and shall be permitted to present relevant facts and legal argument regarding the pending revocation.

Following such hearing, the Sign Administrator shall consider the merits of the case and shall present a written opinion prior to any action. Provided further, however, that if, in the opinion of the Sign Administrator, the health, safety or welfare of the citizens of the sign code application area is endangered by any violation of this chapter, the Sign Administrator may immediately revoke any or all licenses or permits authorized by this chapter and shall conduct the necessary hearing as soon as possible thereafter, but in no case later than three business days after the effective date of the revocation unless the affected licensee or permittee shall request in writing a later date.

- (5) The Sign Administrator shall have the authority to adopt regulations required to implement the provisions of this chapter.
- (6) Pursuant to and in accordance with any agreement between the City and the State of Texas or the United States government, the Sign Administrator is hereby authorized to enforce any applicable terms and provisions of Chapter 391 of the Texas Transportation Code. The Agreement for Carrying out National Policy Relative to Control of Outdoor Advertising, entered into between the United States of America and the State of Texas by instrument dated May 2, 1972, any supplements or amendments to that agreement, and any rules or regulations promulgated by the State of Texas and/or the Texas Department of Transportation pursuant to the said act or agreements with regard to signs.
- (d) Violations and Penalties. Any person who shall violate any provision of this chapter shall be guilty of a misdemeanor and shall, upon conviction thereof, be punished by a fine of not less than \$300.00 and not more than \$500.00 for each violation. Each day in which any violation continues shall constitute a separate offense. To the extent that any violation of any provision of this chapter also constitutes a violation of state law, then it shall be punishable as provided by the applicable state law. In addition, the City Attorney is hereby authorized to take all actions, both legal and equitable, necessary to assure compliance with this chapter.

(e) Appeals.

(1) Any person wishing to appeal a decision of the Sign Administrator on the grounds that the decision misconstrues or wrongly interprets this chapter may, within ten business days after the decision, appeal the same to the General Appeals Board, pursuant to its rules and regulations, and thence to the City Council. Either party in the appeal to the General Appeals Board, whether the original appealing party or the Sign Administrator, may appeal the decision of the General Appeals Board to the City Council by giving notice of

Section 4604

appeal in writing to the City Secretary within ten days following the decision of the General Appeals Board appealed from, and provided further, that the appealing party shall comply with the Sign Administrator's decision pending appeal unless the Sign Administrator shall direct otherwise. Rule 12 of the City Council's Rules of Procedure (Section 2-2 of the City Code) shall be applicable.

- An appellant who has complied with Rule 12 shall file with the City **(2)** Secretary, within 60 days following the decision appealed from, a record consisting of the written transcript of the hearing before the General Appeals Board, along with the written exceptions, if any, of each party to the proceedings to the facts and administrative rulings and decisions made by the General Appeals Board. An extension of time for the preparation of the record, not to exceed 30 additional days from the last date for filing the record, may be obtained by filing a statement with the City Secretary not later than 15 days after the last date for filing the record. Such statement shall reasonably explain the need therefor and shall be executed and verified under oath by the appellant, the appellant's legal representative or the certified court reporter responsible for preparation of the transcript. Failure to comply with the provisions of this subsection shall render appellant's notice of appeal void and of no effect and the decision of the General Appeals Board shall thereupon become final and not appealable to the City Council.
- (3) This subsection (e) shall not apply and no appeal shall be granted hereunder regarding any matter under this chapter for which a citation to Municipal Court has been issued by the Sign Administrator.

(f) Sign Advisory Council

There is hereby authorized a Sign Advisory Council consisting of ten members, to serve on an ad hoc basis as the Mayor shall determine. Six members at a meeting shall constitute a quorum. The positions on said Council shall be filled as follows:

Position 1	A representative of the on-premise sign industry			
Position 2	A representative of the off-premise sign industry			
Positions 3 & 4	Local civic group representatives			
Position 5	At-large member who shall be chair of the Sign Advisory Council			
Positions 6 & 7	Business persons located in the city who utilize signs			

Positions 8 & 9 Land developers operating in the city

Position 10 The Sign Administrator of the City of Houston, or his

designee, who shall also serve as the Secretary of the

Sign Advisory Council.

The Sign Administrator may designate, in writing, a person under his supervision to act in his place as his duly authorized representative, said representative to enjoy all rights and privileges of the position. A copy of such a designation, specifying the dates any such person shall act as representative of the Sign Administrator, shall be filed with the minutes of the Sign Advisory Council. The Mayor shall designate as chairman a member of the local business community.

Upon a determination by the Mayor that the Sign Advisory Council should be constituted, members of the Sign Advisory Council shall be appointed by the Mayor, with the approval of the City Council, and shall serve for such term as the Mayor shall designate, with the approval of the City Council, not to exceed one year.

Whenever any position on the Sign Advisory Council becomes vacant by reason of death, resignation or removal, said vacancy shall be filled for the unexpired term of the member being replaced. Should a vacancy occur on the Sign Advisory Council, the Mayor shall appoint, subject to the consent of City Council, another qualified person to serve the unexpired term of such vacancy. Any member of the Sign Advisory Council may be removed at any time by the Mayor without consent of City Council. Each member of the Sign Advisory Council shall serve without compensation.

A City employee member of the Sign Advisory Council shall not vote as a member of such Council on any motion, resolution or recommendation by the Sign Advisory Council, but shall be permitted to give a written opinion or report to the Mayor and City Council concerning any such resolution or recommendation by the Sign Advisory Council.

The duty of the Sign Advisory Council shall be to consider and make recommendations to the Mayor and City Council concerning proposals to create scenic or historical districts or rights-of-way. The Sign Advisory Council may submit a written recommendation to the City Council concerning a scenic or historic district or right-of-way proposed to be created under the provisions of Section 4610 at any time prior to final City Council action on such proposal. Any such report, opinion or recommendation of the Sign Advisory Council is advisory only.

The Sign Advisory Council shall adopt reasonable rules and regulations for the conduct of its duties. A majority of the members of the Sign Advisory Council present, and lawfully meeting, shall determine the wishes of the Sign

Section 4604

Advisory Council. All reports or recommendations delivered to the Mayor and City Council shall be rendered in writing with copies to the Sign Administrator.

The Sign Advisory Council shall prepare an agenda in advance of its meetings. The agenda shall be published by conspicuously posting a copy thereof at the City Hall and in the Sign Administration Office.

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.
- (7) 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.
- (12)Each application for a special permit shall be referred by the Sign 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 regulations. No special permit shall be granted unless an authorized representative of the Texas Department 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.

EXHIBIT D

Whenever individual citizens or city employees appear before the city council to speak or to present testimony relative to any item on the agenda, each council member shall limit the questions or remarks for each speaker to an initial maximum period of five minutes, including time used by the speaker to answer the council member's questions. A person answering a question shall be permitted to complete the answer, despite the expiration of the five-minute limit.

In all other deliberations by the city council, the same initial maximum period of five minutes per council member shall apply during the debate of any item on the agenda. A council member may question or remark as to each speaker, or debate any agenda item, for a second maximum period of five minutes, but only after all other council members desiring to be heard on the matter have exercised their initial opportunity for questioning, remarks or debate. Subsequent rounds may ensue in the same manner, each limited to five minutes per council member, until all questioning, remarks or debate has been completed.

During hearing of the agenda item entitled matters presented by council members' each council member shall be limited to an initial period of up to five minutes. After all council members wishing to speak have made remarks in the first round, each member who desires additional time may speak for a second period of up to five minutes. Unused time from the first round shall not carryover to the second round.

Rule 11. Readings Required of Ordinances and Resolutions.

The passage of ordinances, other than on the consent agenda, shall be by reading the same at two regular meetings by caption or title, unless a reading in full is requested by a council member; provided, however, that all ordinances that are public emergencies may be passed finally on the date of their introduction when so requested by the mayor in writing, by one reading of the caption or title thereof. This rule shall not be applicable to ordinances that are required, by virtue of their subject matter or otherwise, to be read or adopted in a different manner pursuant to applicable provisions of the Charter or state law.

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.
- (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



Meeting Date: 8/19/2025 District G, District I Item Creation Date: 5/29/2025

HPW – 20SWO184 Accept Work / Persons Services Corp.

Agenda Item#: 35.

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**

TAGGED BY COUNCIL MEMBER MARTINEZ

This was item 16 on agenda of August 13, 2025

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:

DescriptionTypeSigned CoversheetSigned Cover sheetMapsBackup 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.

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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.

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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

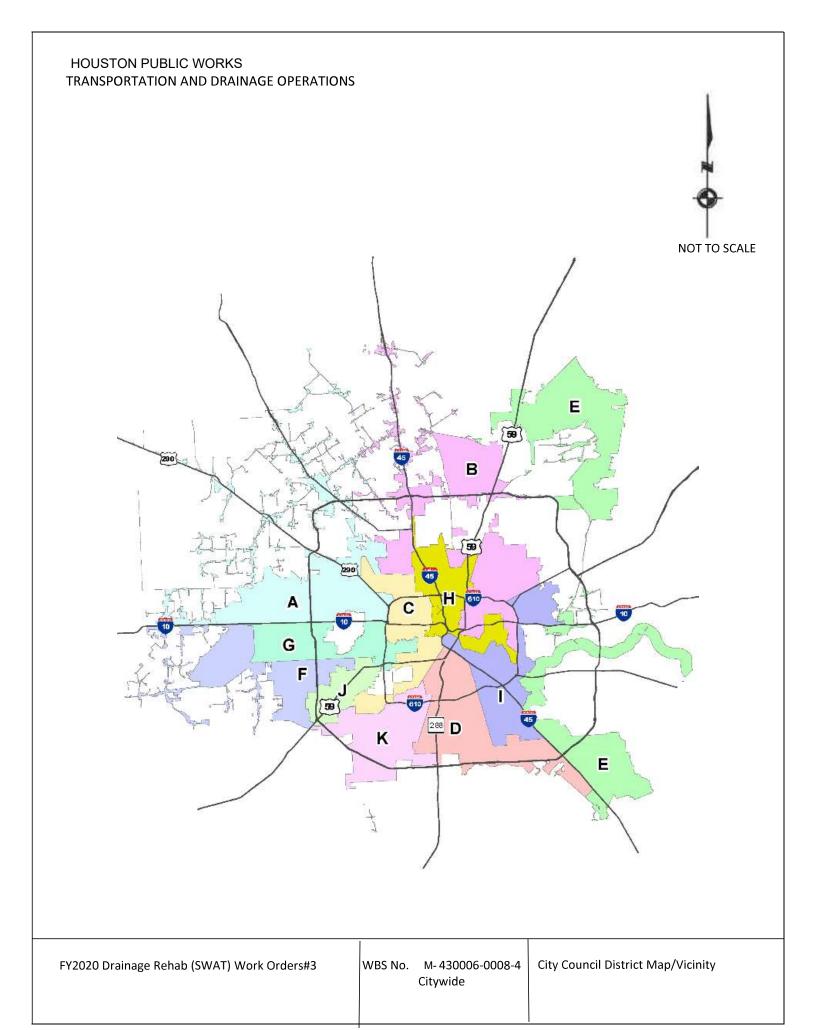
Prior Council Action

Ownership Information Form & Tax Report

Final Estimate

Type

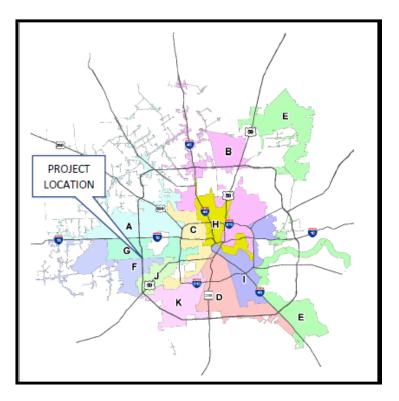
Backup Material Backup Material Backup Material Backup Material Backup Material



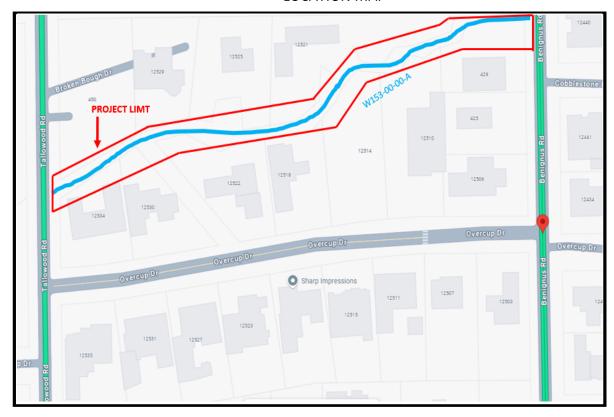
Work Authorization #1

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

Council District - G

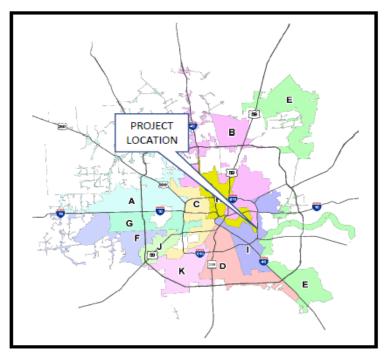


LOCATION MAP

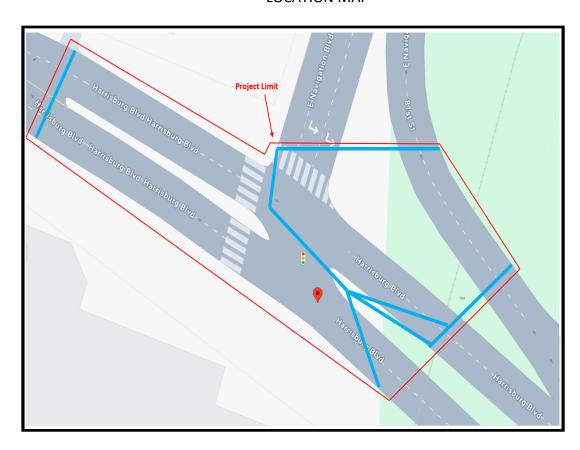


Work Authorization #2
Harrisburg Blvd (From Harrisburg Boulevard to East Navigation Boulevard)

Council District – I



LOCATION MAP





Meeting Date: 8/19/2025 District D, District I Item Creation Date: 7/24/2025

HPW-20FMS109B - TxDOT Advanced Funding Agreement, Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School) (2 of 2)

Agenda Item#: 36.

Summary:

ORDINANCE approving and authorizing an Advance Funding Agreement for a Supplemental Transportation Program Off-System Project between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the Hartman Middle School and Alcott Elementary School Safe Routes to School Project (CSJ 0912-72-828) - **DISTRICTS D - EVANS-SHABAZZ and I - MARTINEZ**

This item should only be considered after passage of Item 31 above

Background:

SUBJECT: Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Supplemental Transportation Program.

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 Supplemental Transportation Program. 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 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 construction of sidewalks, improved pedestrian crossings, and associated infrastructure improvements to improve access to Hartman Middle School and Alcott Elementary School as well as to two area parks.

The City has partnered with the Gulfgate Redevelopment Authority (TIRZ #8) to complete the design of the improvements. The Authority secured a \$1,600,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Al Green.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 20% of eligible project costs including TxDOT's Direct Costs. HPW has requested Council appropriate \$26,000.00 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 \$1,600,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required 20% cost share, construction cost

overruns and City construction management costs, through an interlocal agreement with the Authority that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District	Project Location	Proposed Improvements
О	Vasser St from Crestmont St to S Wayside Dr and	Construction sidewalks and improved
	at the intersections of Bellfort Ave at Crestmont St,	pedestrian crossings for safe routes to school
	Bellfort Ave at Hemingway Dr, and Bellfort Ave at	including signals/beacons, ADA ramps,
	Ok. Lank Danie	

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-T08000-0008-7; CSJ# 0912-72-828

Amount and Source of Funding:

\$1,600,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$374,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

Prior appropriation of \$26,000.00 - 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
Project Map Backup Material



Meeting Date:
District D
Item Creation Date: 7/24/2025

HPW-20FMS109B - TxDOT Advanced Funding Agreement, Supplemental Transportation Program (Hartman MS and Alcott ES Safe Routes to School) (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 Supplemental Transportation Program.

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 Supplemental Transportation Program. 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 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 construction of sidewalks, improved pedestrian crossings, and associated infrastructure improvements to improve access to Hartman Middle School and Alcott Elementary School as well as to two area parks.

The City has partnered with the Gulfgate Redevelopment Authority (TIRZ #8) to complete the design of the improvements. The Authority secured a \$1,600,000.00 Community Funded Project award in the 2023 Consolidated Appropriations Act through Rep. Al Green.

Under the Agreement, the City is responsible for the design and construction of the improvements and contributing funds for 20% of eligible project costs including TxDOT's Direct Costs. HPW has requested Council appropriate \$26,000.00 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 \$1,600,000.00 maximum obligated federal amount will be the City's responsibility.

The City will be reimbursed for all non-federal project costs, including required 20% cost share, construction cost overruns and City construction management costs, through an interlocal agreement with the Authority that will be brought to Council for approval at a future meeting prior to advertisement of the projects for construction. Appropriation of any necessary local cost share will be requested at the time of construction contract award.

LOCATION: There is one proposed location:

Council District	Project Location	Proposed Improvements
D	Vasser St from Crestmont St to S Wayside Dr and	Construction sidewalks and improved
	,	pedestrian crossings for safe routes to school including signals/beacons, ADA ramps, median refuges and pavement markings.

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:

8/14/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-T08000-0008-7; CSJ# 0912-72-828

- - - - -

Amount and Source of Funding:

\$1,600,000.00 Federal State Local - HPW Pass thru DDSRF - Fund 5430

\$374,000.00 - Contribution for Capital Projects - Fund 4510 (Future Appropriation)

Prior appropriation of \$26,000.00 - Fund No. 4046 - Dedicated Drainage and Street Renewal Capital Fund - Ad Valorem Tax (APPROPRIATED UNDER PREVIOUS ITEM)

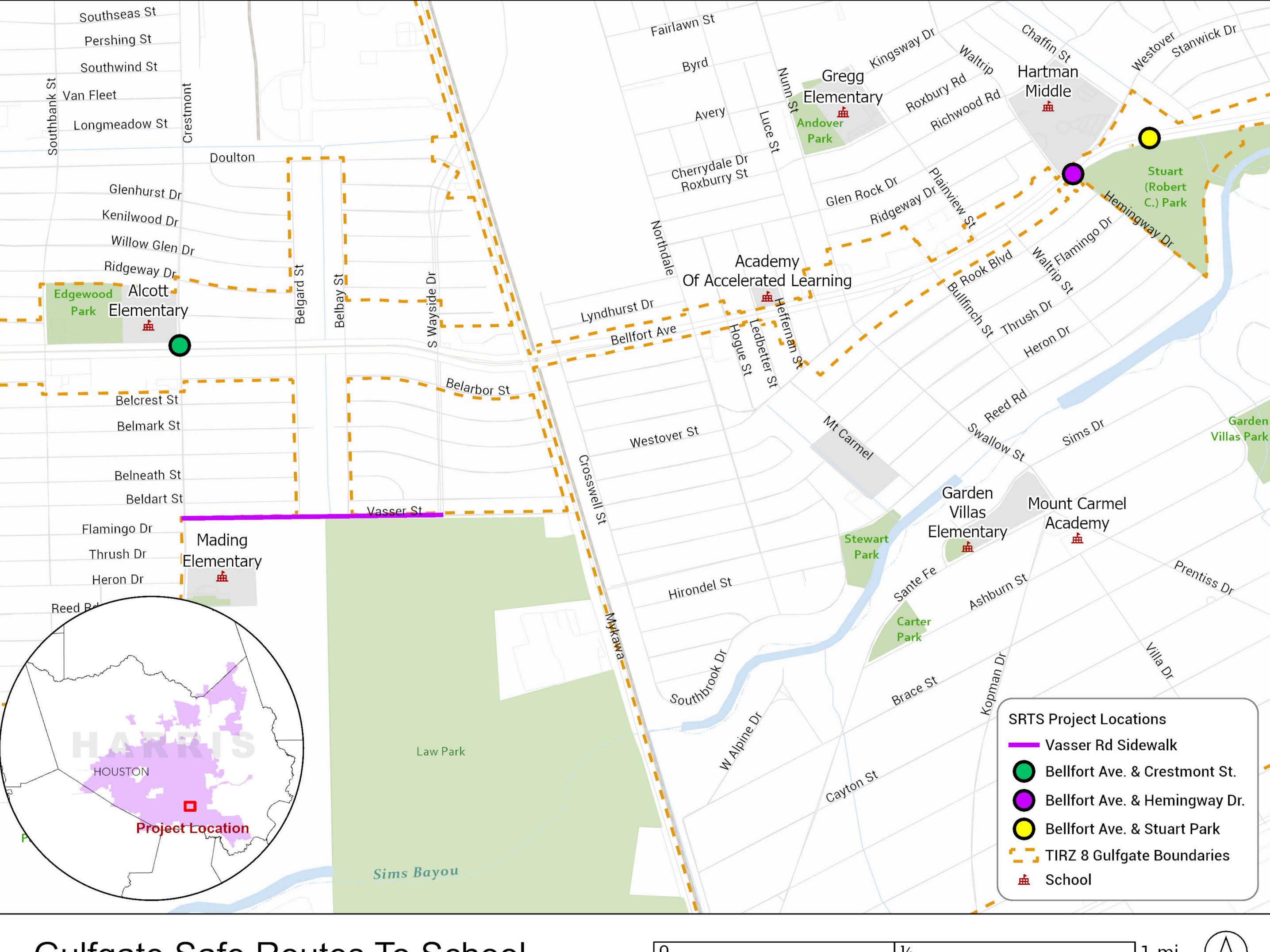
Contact Information:

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



Gulfgate Safe Routes To School

1/2





Meeting Date: 8/19/2025 District C, District H Item Creation Date: 7/1/2025

HPW-20FMS114 - TxDOT Advanced Funding Agreement, Surface Transportation Block Grant Program (Waugh Drive at Memorial Drive Trail Design)

Agenda Item#: 37.

Summary:

ORDINANCE approving and authorizing an Advance Funding Agreement for a Surface Transportation Block Grant Program Off-System Project between the City of Houston and the **TEXAS DEPARTMENT OF TRANSPORTATION** for the Waugh Drive Package 1 Project (CSJ 0912-72-796) - **DISTRICTS C - KAMIN and H - CASTILLO**

Background:

SUBJECT: Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant Program.

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 Surface Transportation Block Grant (STBG) Program. 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 STBG 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 design, preliminary engineering, and environmental documentation for the future construction of pedestrian and bicycle connections at various locations along the Waugh Drive corridor. The proposed project includes connections over Memorial Dr. and Buffalo Bayou as well as trail connectivity through Spotts Park and Buffalo Bayou Park to improve safety and provide alternative routes for pedestrians and bicyclists traveling along Waugh Dr. and across the Waugh Dr. at Memorial Dr. interchange. The agreement does not include funds for construction.

The City has received a commitment of \$2,500,000.00 from the Houston-Galveston Transportation Policy Council (TPC) to develop the proposed project, including an award of 500,000 transportation development credits to fulfill the required non-federal cost share.

The City previously prepared a design concept report for the reconstruction of the Waugh Drive at Memorial Drive interchange, and has sought federal funding through several discretionary programs and the TPC to advance the planned improvements. The current agreement would enable the development of bid-ready plans and specifications for the proposed trail connections, which are a portion of the overall interchange scope, and make the project more competitive for future construction funding opportunities.

Under the Agreement, the City is responsible for the design of the improvements. HPW is working with the Strategic

Purchasing Division to procure professional engineering services to perform the work and will request Council approval following selection and negotiation.

LOCATION: There is one proposed location:

Council District	Project Location	Proposed Improvements
C, H	Waugh Drive at Memorial Drive	Design, preliminary engineering, and environmental documentation
		for the future construction of pedestrian and bicycle connections at
		various locations.

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-100010-0003-7; CSJ# 0912-72-796

Amount and Source of Funding:

\$2,500,000.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

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

Signed Coversheet Map Type

Signed Cover sheet Backup Material



Meeting Date: District C, District H Item Creation Date: 7/1/2025

HPW-20FMS114 - TxDOT Advanced Funding Agreement, Surface Transportation Block Grant Program (Waugh Drive at Memorial Drive Trail Design)

Agenda Item#:

Background:

<u>SUBJECT:</u> Advance Funding Agreement between the City of Houston (City) and Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant Program.

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 Surface Transportation Block Grant (STBG) Program. 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 STBG funds if and as obligated by the State and Federal Highway Administration ("FHWA") and to extend the term and/or budget and project period.

<u>SPECIFIC EXPLANATION:</u> The proposed Agreement between the City and TxDOT is for the design, preliminary engineering, and environmental documentation for the future construction of pedestrian and bicycle connections at various locations along the Waugh Drive corridor. The proposed project includes connections over Memorial Dr. and Buffalo Bayou as well as trail connectivity through Spotts Park and Buffalo Bayou Park to improve safety and provide alternative routes for pedestrians and bicyclists traveling along Waugh Dr. and across the Waugh Dr. at Memorial Dr. interchange. The agreement does not include funds for construction.

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Council District	Project Location	Proposed Improvements
C, H	Waugh Drive at Memorial Drive	Design, preliminary engineering, and environmental documentation
		for the future construction of pedestrian and bicycle connections at
		various locations.

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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8/14/2025

Randall V. Macchi, JD

Director, Houston Public Works

WBS No. N-100010-0003-7; CSJ# 0912-72-796

Amount and Source of Funding:

\$2,500,000.00

Federal State Local - HPW Pass thru DDSRF - Fund 5430

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:

DescriptionAdvanced Funding Agreement

Type

Contract/Exhibit

