

***CITY COUNCIL CHAMBER – CITY HALL 2<sup>nd</sup> FLOOR – TUESDAY  
APRIL 15, 2008 - 2:00 P.M.***

***NON-AGENDA***

1MIN.	1MIN.	1 MIN.
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2MIN.	2MIN.	2 MIN.
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MR. LONN VASQUEZ – 1704 Webber – 77007 – 281-745-6595 – Storm drainage

MR. IRA McBRIDE – 3255 Elgin – 77004 – 832-633-7008 – Neighborhood Protection Division

MS. TIFFANY TRAVIS – 10060 Buffalo Speedway – 77054 – 832-687-1948 – American Heart Association

3MIN	3MIN	3MIN
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MS. ADELE HAMILTON – 1943 Pleasantville – 77029 – 832-893-1596 – Money

MR. JERRY RAINS – 523 W. 16<sup>th</sup> – 77008 – 281-224-9766 – City needs to enforce Code on Alley's

MR. J. V. HARRISON – 2820 Bartell – 77054 – 713-664-2541 – Inner City

MR. WILLIS TABORN – 2106 Bel Arbor – 77033 – 281-222-8601 – Grievance with city – Affirmative Action

MS. MARY ROSS – 2901 Clementine – 77026 – 832-883-4278 – Living in a Fire Hazardous situation

MR. JOHN JOHNSON – 7102 Windemere – 77088 – 832-453-1900 – Fire Marshall Retaliation

MS. LORETTA FRANK – 680 Sam Houston Pkwy South – 77042 – 832-206-0749 – Sexual Advances Fire Marshall

MS. MARISA TALTY – 6307 Deerwood – 77057 – 713-409-3535 – Real Estate

***PREVIOUS***

1MIN.	1MIN.	1 MIN.
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MR/COACH R. J. BOBBY TAYLOR - 3107 Sumpter – 77026 – 202-FA3-4511 – Behavior, Coward, Conspiracy Campo Sheet Metal, Workers using People Children

MS. TERRY THOMPSON – 1506 Warwick Rd. – 77093 – Not good Customer Service when calling City Office

MR. JOSEPH BALLARD – 6302 Rocky Nook – Humble – TX – 77396 – 281-850-0388 – Community

PRESIDENT JOSEPH CHARLES - Post Office Box 524373 - 77052-4373 - 832-407-5344 – B/White W/HPD - Colossal – Murder Counts – R/J Osteen – L/W – Church C-Hall – C/Assassination – O/Me

MR. JOSEPH BALLARD – 6302 Rocky Nook – Humble – 77396 – 281-850-0388 - Community



BILL WHITE  
MAYOR

OFFICE OF THE MAYOR  
CITY OF HOUSTON  
TEXAS

1  
APR 16 2008

**COPY TO EACH MEMBER OF COUNCIL:**

**CITY SECRETARY:** 4-2-08

**DATE**

**COUNCIL MEMBER:** \_\_\_\_\_

March 31, 2008

The Honorable City Council  
Houston, Texas

Dear Council Members:

Pursuant to Section 33-211 of the Code of Ordinances, City of Houston, Texas, I am appointing or reappointing the following individuals to the Houston Archaeological and Historical Commission of the City of Houston, subject to Council confirmation:

Ms. Betty Trapp Chapman, reappointment to Position Two, for a term to expire March 1, 2010;

Mr. Fernando L. Brave, appointment to Position Five, for an unexpired term ending March 1, 2009;

Ms. Venita Ray, appointment to Position Six, for a term to expire March 1, 2010; and

Ms. Faye Bryant, reappointment to Position Eight, for a term to expire March 1, 2010.

The résumés of the nominees are attached for your review.

Sincerely,

Bill White  
Mayor

BW:CC:jsk

cc: Ms. Emily Todd, mayor's assistant for cultural affairs, w/attachments

RECEIVED  
APR 2 2008  
CITY SECRETARY



BILL WHITE  
MAYOR

OFFICE OF THE MAYOR  
CITY OF HOUSTON  
TEXAS

2

APR 16 2008

**COPY TO EACH MEMBER OF COUNCIL:**

**CITY SECRETARY:** 4-2-08  
**DATE**

**COUNCIL MEMBER:** \_\_\_\_\_

March 31, 2008

The Honorable City Council  
City of Houston

Dear Council Members:

Pursuant to Texas Tax Code, Chapter 311 and City of Houston Ordinance 1999-759, I am nominating the following individuals for appointment or reappointment to the Reinvestment Zone Number Seventeen (Memorial City), City of Houston, Texas Board of Directors, subject to Council confirmation:

Mr. Charles S. Turet, Jr., reappointment to Position One, for a term to expire July 20, 2009, and to serve as Chair for a term ending December 31, 2008;

Mr. Dan Moody, III, reappointment to Position Three, for a term to expire July 20, 2009;

Dr. Zachary R. Hodges, appointment to Position Five, for a term to expire July 20, 2009;

Mr. Bradley Freels, appointment to Position Six, for an unexpired term ending July 20, 2008; and

Mr. Glenn Airola, appointment to Position Seven, for a term to expire July 20, 2009.

Pursuant to the bylaws of the Memorial City Redevelopment Authority, appointment of a director to the Board of Directors of this Zone constitutes appointment of that director to the corresponding position of the Board of Directors of the Authority for the same term.

The résumés of the nominees are attached for your review.

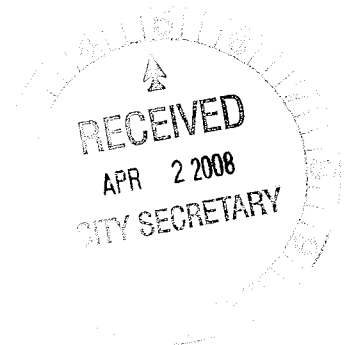
Sincerely,

Bill White  
Mayor

BW/CC/jsk

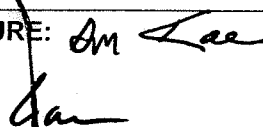
Attachment

cc: Mr. Robert Fiederlein, special assistant to the mayor for TIRZs



TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Approve a motion to allow participation by the Houston Airport System (HAS) in the Airports Council International's Airport Service Quality Survey Program for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU).		<b>Category #</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b>  3
<b>FROM (Department or other point of origin):</b> Houston Airport System		<b>Origination Date</b> March 17, 2008	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b>  		<b>Council District affected:</b> B, I		
<b>For additional information contact:</b> Richard M. Vacar      Phone: 281/233-1877 Robert Wigington      281/233-1854		<b>Date and identification of prior authorizing Council action:</b> N/A		
<b>AMOUNT &amp; SOURCE OF FUNDING:</b> FY08      \$ 22,475.00 Out Years      \$157,325.00 <b>Total:</b> \$179,800.00 -- HAS Revenue Fund (8001)		<b>Prior appropriations:</b> N/A		
<b>RECOMMENDATION: (Summary)</b> Approve a motion allowing two-year participation by the Houston Airport System (HAS) in the Airports Council International's Airport Service Quality Survey program for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU).				
<b>SPECIFIC EXPLANATION:</b> <p>In an effort to continue to provide the best airport services and quality to the traveling public at George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU) and provide a method to measure our airports against other leading world airports, the Houston Airport System (HAS) recommends continuing its membership in the Airport Service Quality Survey (ASQ) program. The ASQ program is a service of Airports Council International (ACI), the world-wide airport trade association headquartered in Geneva, Switzerland, and is a highly recognized world-wide airport industry customer satisfaction benchmarking program. The Houston Airport System is a member of ACI. The ASQ program is handled by DKMA, a subcontractor in charge of the overall program's implementation as well as invoicing. DKMA, a Swiss firm, will be using Global Research Management (GRM) of Pennsylvania for the fieldwork.</p> <p>The airport industry is a very competitive industry. Airport operators continually strive to improve services, conveniences and efficiencies for their travelers, such as signage, ground transportation, parking, flight information, ticketing, security, cleanliness, food and beverage, retail shopping, baggage claim, and other services. Airports want to be sure they deliver services that are of consistent and highest possible quality. An airport creates the traveler's first and last impression of a city or country, and it is a known fact that a pleasant airport experience encourages spending and influences future travel plans. Connecting passengers, who account for more than 50 percent of traffic at IAH and more than 20 percent at HOU, have a choice of connecting hubs when planning their travel. Discerning customers will pick the airport that can offer the most seamless and efficient journey. The results of the ASQ will help HAS assess customer satisfaction and improve services and facilities for both origination and destination travelers, and passengers connecting through IAH or HOU.</p>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Budget:</b> 		<b>Other Authorization:</b>		<b>Other Authorization:</b>



<b>Date</b> March 17, 2008	<b>Subject:</b> Approve a motion to allow participation by the Houston Airport System (HAS) in the Airports Council International's Airport Service Quality Survey Program for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (HOU).	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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During each quarter, approximately 700 surveys will be conducted at IAH and approximately 350 surveys at HOU to provide a statistically valid sample size. ASQ surveys ask travelers standardized questions at all participating airports to ascertain their overall travel experience at the airport and satisfaction or dissatisfaction with particular facilities or areas of service. At the end of each quarter the information from all participating world airports is collected, collated and analyzed. The completed quarterly reports for each individual airport will be provided to each participant approximately seven weeks after the end of the quarter. Information concerning other participating airports and comparison of same will also be provided. Participating airports receive quarterly, as well as the full calendar year information. This is a sole source provider, as it is a unique subscription service offered by ACI to its member airport organizations.

Data from ASQ surveys provides HAS management with information about customer satisfaction in terms of comparative advantage/disadvantage with regard to other leading world airports, and allows HAS to identify where IAH and HOU rank relative to other airports. In the most recent 2007 ASQ Survey results, IAH ranked fourth among world airports over 40 million passengers, behind Hong Kong, Dallas-Ft. Worth and Denver. Each year, ACI presents awards to the top 3 airports in each category.

The ASQ employs standardized questions that are asked of travelers universally at participating airports to rate their travel experience. The program, however, does not permit questions to be customized by airport operators or tailored to specific airports or particular areas of customer service that may warrant management attention. To that end, in a separate Council action, HAS intends to contract with Airport Interviewing and Research, Inc. (AIR) to conduct in-depth monthly customer satisfaction surveys and quarterly reports providing more in-depth evaluation of customer satisfaction at IAH and HOU, and consulting services to address specific areas for improvement. Coupled with ASQ, the AIR surveys will provide HAS management with the tools necessary to ensure that our airports remain competitive with other major airports world-wide and provide the highest quality of customer service.

#### **M/WBE Participation**

The Office of Affirmative Action and Contract Compliance has approved a twenty-four percent (24%) goal for this project. The following certified firm has been submitted to fulfill the goal for this contract:


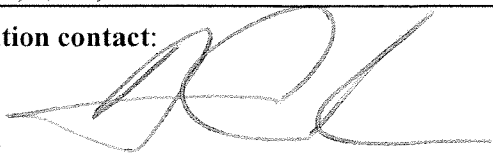

<b>Firm</b>	<b>Type of Work</b>		
Saurage Research, Inc.	Marketing Research	\$ 43,152.00	24 %

RMV: ns

<b>cc:</b>	Ms. Marty Stein	Mr. Tom Bartlett	Mr. Charles Wall
	Ms. Mary Case	Ms. Janet Schafer	Mr. Robert Wigington
	Mr. Anthony W. Hall, Jr.	Ms. Kathy Elek	Mr. Richard M. Vacar
	Mr. Randy Rivin	Ms. Ellen Erenbaum	Mr. David K. Arthur
	Ms. Velma Laws	Mr. Aleks Mraovic	

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Accept Work for the Reconstruction of West Little York Bridge over Vogel Creek, WBS No. N-000687-0004-4.		<b>Category</b> #1, 7	<b>Page</b> 1 of 2	<b>Agenda Item</b> # <b>4</b>
<b>FROM (Department or other point of origin):</b>  Department of Public Works and Engineering		<b>Origination Date</b> <b>3/27/08</b>		<b>Agenda Date</b> <b>APR 16 2008</b>
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE., Director		<b>Council District affected:</b>  A <b>4</b>		
<b>For additional information contact:</b>  J. Timothy Lincoln, P.E. Senior Assistant Director <b>Phone:</b> (713) 837-7074		<b>Date and identification of prior authorizing Council action:</b> Ord. # 2006-0030 dated: 01/11/2006 <b>4</b> Ord. # 2006-727 dated: 06/28/2006		
<b>RECOMMENDATION:</b> (Summary) Pass a motion to approve the final Contract Amount of \$1,028,219.25 or 1.95% under the original Contract Amount, accept the Work and authorize final payment.				
<b>Amount and Source of Funding:</b> No additional funding required. Total original appropriation of \$1,234,570.00 with \$849,096.00 from the Street and Bridge Consolidated Construction Fund No. 437, \$135,474.00 from Water and Sewer System Consolidated Construction Fund No. 755 and \$250,000.00 from Harris County Construction Fund No. 705.				<b>F&amp;A Budget:</b>
<b>SPECIFIC EXPLANATION:</b>  <b>PROJECT NOTICE/JUSTIFICATION:</b> This project was part of the Capital Improvement Program (CIP) and was required to improve traffic flow/circulation in the area.  <b>DESCRIPTION/SCOPE:</b> This project consisted of reconstruction of West Little York Bridge at Vogel Creek. It was initiated in order to accommodate Harris County Flood Control District's proposed ditch widening/improvements. This bridge improvement is part of an impending Little York paving project from TC Jester to Alabonson/Deep Forest which is scheduled for construction in FY09. In accordance with the conditions set forth in the agreement between the City and Harris County Flood Control District (HCFCD), the City designed and constructed the W. Little York bridge at Vogel Creek and the District (HCFCD) contributed to the City \$250,000.00 for a portion of design and construction cost. PBS&J designed the project with 270 calendar days allowed for construction. The project was awarded to South Coast Construction, Inc. with an original Contract Amount of 1,048,721.00.  <b>LOCATION:</b> The project area is along West Little York Road from Arbor Oak Drive to Oak Arbor Drive. The project is located in Key Map grid 411Y.  <b>CONTRACT COMPLETION AND COST:</b> The Contractor, South Coast Construction, Inc. has completed the work under subject Contract. The project was completed within the Contract Time. The final cost of the project, including overrun and underrun of estimated bid quantities and previously approved Change Order No. 1 is \$1,028,219.25, a decrease of \$20,501.75 or 1.95% under the original Contract Amount.				
<b>REQUIRED AUTHORIZATION</b> <span style="float: right;"><b>20HA11</b></span>				
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b> <b>NOT</b>  Daniel W. Krueger, P.E., Deputy Director Engineering and Construction Division		

<b>Date</b>	<b>SUBJECT:</b> Accept Work for the Reconstruction of West Little York Bridge over Vogel Creek, WBS No. N-000687-0004-4.	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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The decreased cost is a result of difference between planned and measured quantities. This decreased is primarily a result of an underrun in Bid Item No. 4 – Sodding; Bid Item No. 6 – Runoff Filter Fabric Fences; Bid Item No. 8 – Stabilized Construction Exits; Bid Item 42 – CLS Concrete (APPR Slab); And Extra Unit Items, which were not necessary to complete the work.

**M/WBE PARTICIPATION:** The M/WBE goal for this project was 17.00%. According to Affirmative Action and Contract Compliance Division, the participation was 1.15%. Contractor's M/WBE performance evaluation was rated unsatisfactory. This item was reviewed by M/WBE Committee on March 24, 2008. No action was taken pending a review of sanction process by Affirmative Action and Contract Compliance Division.

  
MSM:JTL:AR:DO:ha

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c: Michael Ho, P.E Velma Laws Craig Foster Waynette Chan Marty Stein File No.: N-0687-04/21.0

## Black, Donald - AAD

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**From:** Laws, Velma - AAD  
**Sent:** Wednesday, November 21, 2007 11:05 AM  
**To:** Kurian, Joseph - AAD; Black, Donald - AAD  
**Cc:** Gallegos, Robert - AAD  
**Subject:** South Coast Construction

Joseph/Daniel ~

Although South Coast Construction conducted an acceptable Good Faith Efforts solicitation, I cannot approve a Good Faith Effort for this contract. It appears that South Coast listed El Dorado Paving without the consent of the owner. Therefore, when the firm was finally contacted, they were unable to perform the services originally listed in the plan. Letters of Intent signed by both parties should be completed before the contract is awarded, so that all parties agree upon the services and pricing for the subcontractor.

If you have any questions or need additional information, let me know.

Velma Laws, Director  
City of Houston  
Affirmative Action and Contract Compliance  
713.837.9015

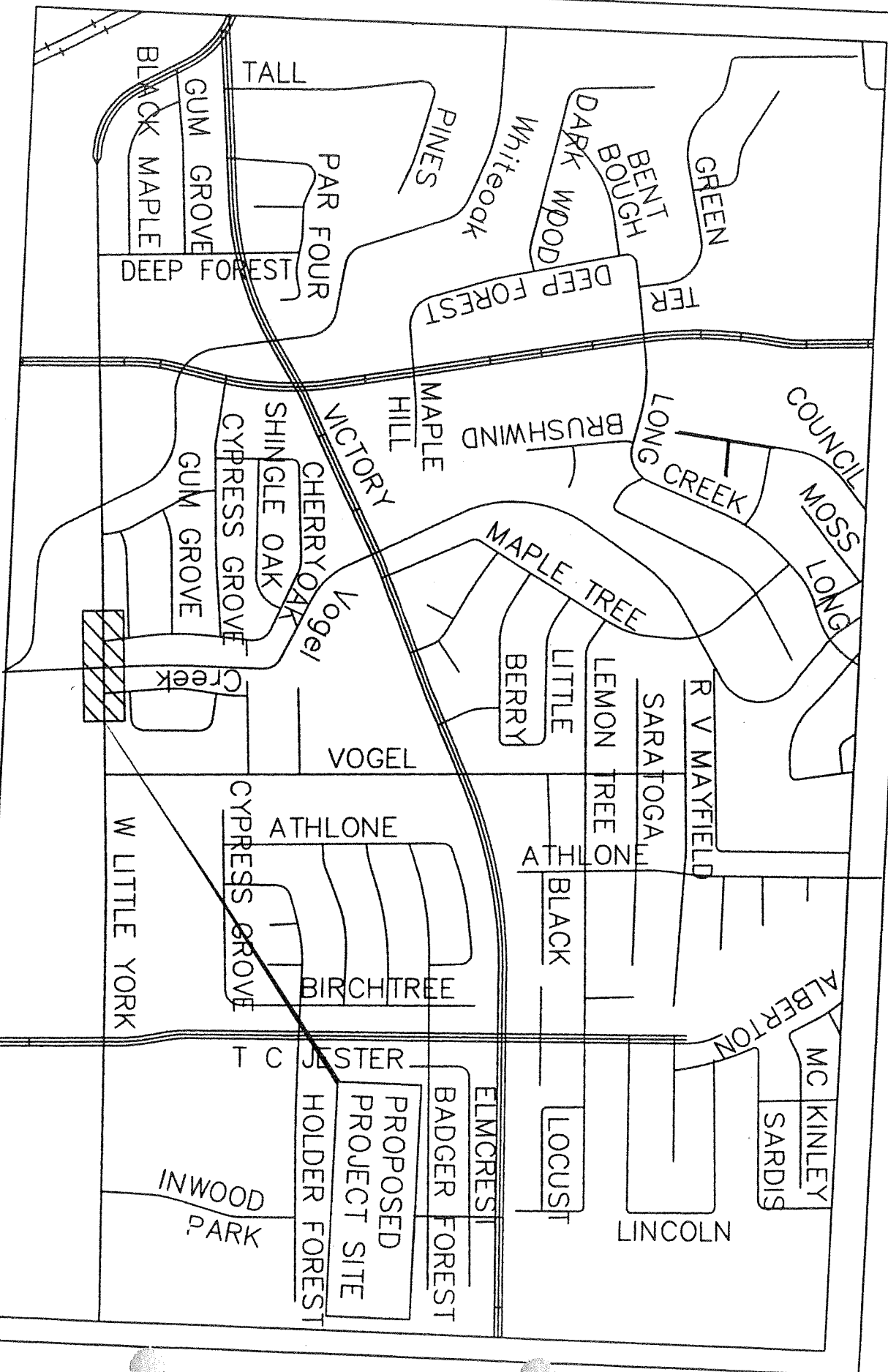
# South Coast Construction, Inc.

## Project Closed from 1999 to Date

As of November 27, 2007

#	Project Number/Description	Final Contract Amount	MWDBE Goal	Goal Achieved	Date Cleared	Contract Compliance Rating	MWDBE Rating
1	Reconstruction of Wilcrest Drive from Richmond to Westheimer. N-0644A-02-3	\$1,452,748.41	10%	11.81%	01/25/00	Satisfactory	Satisfactory
2	Reconstruction of Long Point from Campbell to Hollister. N-0674-01-3	\$2,694,135.44	17%	11.58%	07/24/00	Satisfactory	Unsatisfactory
3	Westview paving from West Belt to Shadowdale Drive, phase I. N-0549-01-3	\$350,568.25	0%	0.00%	11/05/01	Unsatisfactory	No goal
4	Westpark Drive Bridge over HCFCD Unit D129-00-00. N-0557-01-3	\$821,945.91	0%	0.00%	12/09/04	Satisfactory	No goal
5	High Star Drive paving and drainage improvements. N-0694-01-3	\$4,199,439.34	17%	14.08%	01/18/06	Satisfactory	Unsatisfactory
6	Old Westheimer Reconstruction: Brays to Westheimer. N-0749-01-3	\$3,163,000.00	17%	16.39%	01/23/06	Satisfactory	Satisfactory
7	Chimney Rock Paving from Beltway 8 to West Fuqua. N-000665-0001-4	\$3,436,847.68	17%	15.67%	07/13/07	Satisfactory	Satisfactory
8	Reconstruction of Stuebner Airline Bridge/Emmora Bridge Lane. N-0445G/N-0445E-01-3	\$708,952.25	10%	5.45%	12/06/99	Unsatisfactory	Unsatisfactory
9	Reconstruction of West Little York Bridge over Vogel Creek. N-0687-04-3	\$1,028,219.25	17%	1.15%	11/21/07	Satisfactory	Unsatisfactory
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**PRSJ**



VICINITY MAP

KEY MAP PAGE 411 Y

GIMS MAP NO. 5161B

N.T.S.

RECONSTRUCTION OF

WEST LITTLE YORK BRIDGE

AT VOGEL CREEK

GFS NO. N-0687-04-3  
FILE NO. SB9246-02

**O: Mayor via City Secretary      REQUEST FOR COUNCIL ACTION****SUBJECT:** Accept Work for Park Glen Plant No. 1 Water Well No. 3.  
WBS. No. S-000100-0015-4.**Page**  
1 of 1**Agenda Item #****5****FROM (Department or other point of origin):**

Department of Public Works and Engineering

**Origination  
Date**

4/8/09

**Agenda Date**

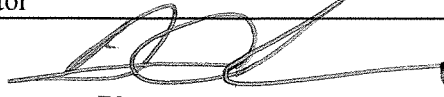
APR 16 2008

**DIRECTOR'S SIGNATURE:**

Michael S. Marcotte, P.E., DEE, Director

**Council Districts affected:**

F

**For additional information contact:**J. Timothy Lincoln, P.E.  
Senior Assistant Director  
**Phone:** (713) 837-7074**Date and Identification of prior  
authorizing Council Action:**  
Ord. #2006-554    Dated 05/31/2006**RECOMMENDATION: (Summary)** Pass a motion to approve the final Contract Amount of \$1,540,660.40 which is 8.80% under the original Contract Amount, accept the Work, and authorize final payment.**Amount and Source of Funding:** No additional funding required.

Original appropriation of \$1,889,900.00 from Water and Sewer System Consolidated Construction Fund, Fund No. 755.

**F&A Budget:****SPECIFIC EXPLANATION:****PROJECT NOTICE/JUSTIFICATION:** This project was part of the City's program to upgrade and rehabilitate Groundwater Production Facilities to meet the area's increased water demands. It will also ensure compliance with the Texas Commission on Environmental Quality's (TCEQ) regulations.**DESCRIPTION/SCOPE:** The project consisted of construction of Well No. 3 at the Park Glen Plant No. 1. The work included Supervisory Control and Data Acquisition (SCADA) and all related electrical work. LBG Guyton Associates designed the project with 420 calendar days allowed for construction. The project was awarded to Layne-Texas, a division of Layne Christensen Company with an original Contract Amount of \$1,689,409.00.**LOCATION:** The Project is located at 10923 Stancliff Rd. in Key Map grid 529-X.**CONTRACT COMPLETION AND COST:** The Contractor, Layne-Texas, a division of Layne Christensen Company has completed the Work under the subject contract. The project was completed within the Contract Time. The final cost of the project, including overrun and underrun of estimated bid quantities is \$1,540,660.40, a decrease of \$148,748.60 or 8.80% under the original Contract Amount.

The decreased cost is primarily due to the Work not requiring use of most Extra Unit Price Items.

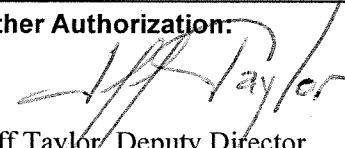
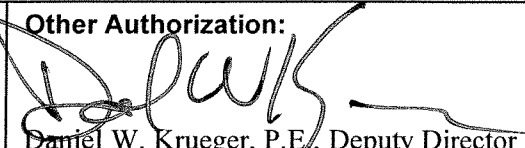
**M/WBE PARTICIPATION:** The M/WBE goal for this project was 17%. According to Affirmative Action and Contract Compliance Division, the actual participation was 16.67%. The Contractor achieved a "Satisfactory" rating for M/WBE Compliance.MSM:JTL:CWS:SKF:mq  
S:\E&C Construction\Facilities\Projects\S-0100-15-3 Park Glen\Closeout\RCA\RCA\_CL-2.DOC

c: Daniel W. Krueger, P.E.

Velma Laws

Michael Ho, P.E.

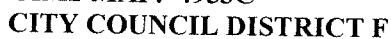
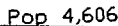
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**REQUIRED AUTHORIZATION****CUIC ID# 20MZQ029****F&A Director:****Other Authorization:**  
Jeff Taylor, Deputy Director  
Public Utilities Division**Other Authorization:**  
Daniel W. Krueger, P.E., Deputy Director  
Engineering and Construction Division

NOT

6







**GFS NO. S-0100-15-3 (FILE NO. WA10807)**





To: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> PROPERTY: CONDEMNATION of Parcel CY3-003 located at 6040 and 6060 Armour Drive for the 69 <sup>TH</sup> STREET WASTEWATER TREATMENT PLANT EXPANSION AND BUFFER ZONE PROJECT WBS R-000509-0007-2-01 OWNER: RailWorks Track Systems-Texas, Inc., Jack A. Wilt, President		<b>Category #7</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b>  6
<b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering		<b>Origination Date</b>  4/9/08		<b>Agenda Date</b>  APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE, Director		<b>Council District affected:</b>  I Key Map 494 R 		
<b>For additional information contact:</b> Nancy P. Collins Phone: (713) 837-0881 Senior Assistant Director 		<b>Date and identification of prior authorizing Council Action:</b>		
<b>RECOMMENDATION: (Summary)</b> Authority be given through Council Motion to CONDEMN Parcel CY3-003				
<b>Amount and Source of Funding:</b> No additional funding required (To be determined by condemnation proceedings; covered under Blanket Appropriation Ordinance 2003-617, R-000019-00RE-2-01 Water and Sewer Consolidated Construction Fund 8500) 		<b>F&amp;A Budget:</b>		
<b>SPECIFIC EXPLANATION:</b>  The 69 <sup>TH</sup> STREET WASTEWATER TREATMENT PLANT EXPANSION AND BUFFER ZONE PROJECT will provide the necessary land for a federally required buffer zone around a portion of the expanded plant area.  CONDEMNATION: The City desires to acquire 147,176 square feet of improved commercial land. Condemnation is being recommended to acquire title due to the owner's rejection of the City's final offer to purchase the property. The City's final offer was based on an appraisal by Scott P. Stephens, MAI. The valuation was reviewed and recommended for approval by a senior staff appraiser of this department. The breakdown is as follows:  LAND: Parcel CY3-000 (Fee)  TOTAL LAND, IMPROVEMENTS AND COST TO CURE ..... \$ 883,010.00  COUNTEROFFER ..... \$1,404,734.00  It is recommended that authority be given through Council Motion to CONDEMN Parcel CY3-003, owned by RailWorks Track Systems-Texas, Inc., Jack A. Wilt, President. Parcel CY3-003 is a tract of land containing 147,176 square feet being out of the Harris and Wilson Two League Grant, Abstract 32, Harris County, Texas, and being out of that certain tract of land sold to William A. Smith Construction Company by deed dated December 4, 1952, as recorded in Volume 2556, Page 114 and Volume 7051, Page 196 of the Harris County Deed Records, Harris County, Texas, according to City of Houston field notes.				
<b>CUIC #20ELG11</b>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>  Jeff Taylor, Deputy Director Public Utilities Division	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division		

## PARCEL VALUATION

Following is a breakdown of the consideration for Parcel CY3-003:

### VALUATION:

#### LAND:

Parcel CY3-003 (Fee)

147,176 square feet @ \$2.75 per square foot ..... \$404,734.00

#### IMPROVEMENTS

Office warehouse .....	\$199,538.00
Office finish .....	\$ 22,770.00
Shed.....	\$ 16,038.00
Asphalt paving.....	\$ 2,440.00
Concrete paving .....	\$ 2,400.00
Stabilized surface .....	\$ 40,625.00
Fencing .....	\$ 10,130.00
Standard rail spur .....	\$136,425.00
Concrete rail spur .....	\$ 14,535.00
Switch/turnout .....	\$ 27,625.00
Exterior lighting.....	\$ 1,500.00
Security system.....	\$ 1,750.00
Shed.....	\$ 2,500.00

TOTAL IMPROVEMENTS .....	<u>\$478,276.00</u>
TOTAL CONSIDERATION .....	<u>\$883,010.00</u>

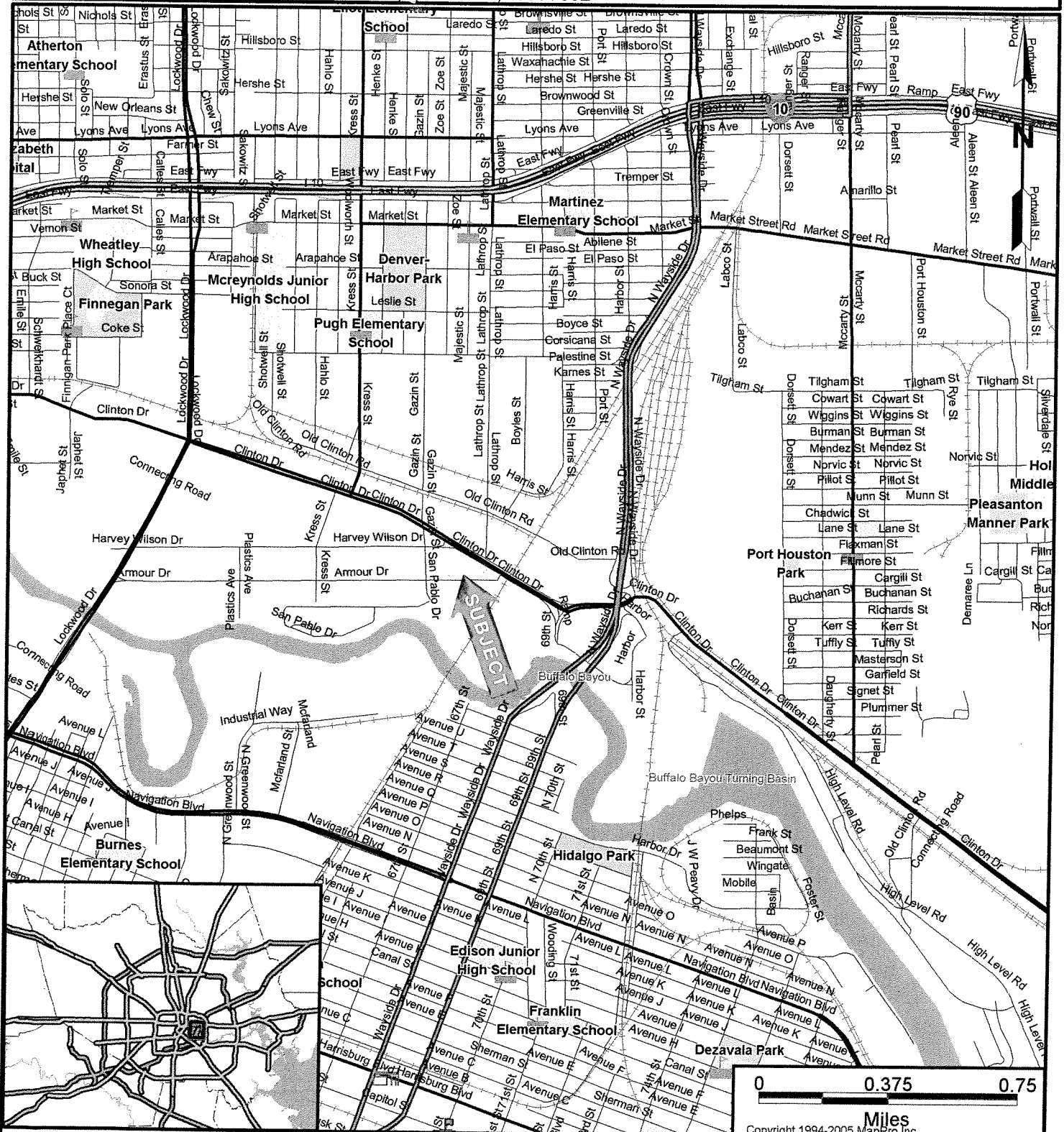
**LOCATION MAP**

Description: 69th Street Wastewater Treatment Plant Expansion

RailWorks Parcel AY3-003

C.I.P. R-000509-0007-02 Key Map Page 494 R

Prepared by: City of Houston, 611 Walker, Houston, TX 77002

**CAUTION:**

Inaccuracies may exist on map such as missing, incorrectly drawn, or incorrectly addressed streets.  
Please report any such inaccuracy to MapPro, Inc. so that appropriate corrections can be made.



# REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 7868

**Subject:** Formal Bids Received for Domestic Water Pump Replacement at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department  
S30-C22789

Category #  
4

Page 1 of 1

Agenda Item  
7

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**

April 02, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**

1

**For additional information contact:**

Stephen Lewis Phone: (713) 853-8888  
Ray DuRousseau Phone: (713) 247-1735

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an award to Gowan, Inc. on its low bid in the amount of \$113,284.00 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$5,664.20 for a total amount not to exceed \$118,948.20 for domestic water pump replacement at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department.

Award Amount: \$118,948.20

**F & A Budget**

\$118,948.20 - C & E Civic Center Facility Revenue Fund (8601)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an award to Gowan, Inc. on its low bid in the amount of \$113,284.00 and contingencies (5% for unforeseen changes within the scope of work) in the amount of \$5,664.20 for a total amount not to exceed \$118,948.20 for domestic water pump replacement at the George R. Brown Convention Center for the Convention & Entertainment Facilities Department and that authorization be given to issue purchase orders as necessary. This project is necessary to replace the 20-year-old domestic water pumps that are outdated and inefficient.

This project was advertised in accordance with the requirements of the State of Texas bid laws. Seven bidders downloaded this solicitation document on SPD's e-bidding website and three bids were received as outlined below:

<u>Company</u>	<u>Total Amount</u>
1. Gowan, Inc.	\$113,284.00
2. EDH Plumbing	\$131,600.00
3. TDI Industries, Inc.	\$172,294.00

The scope of work requires the construction contractor to provide all tools, materials, equipment, labor, permits, supervision and transportation necessary to remove and properly dispose of the existing pumping system and replace it with a prefabricated variable frequency drive (VFD) pumping system, consisting of five high-efficiency pumps with VFD's, two hydro-pneumatic tanks and control panel, capable of automatically providing the required system flows and water pressure to the entire convention center complex. Materials are warranted for three years; labor for one year. The new pumping system will have a life expectancy of 20 years. The contractor will have 90 days to complete the work on this project upon receipt of the notice-to-proceed.

Buyer: Richard Morris  
PR 10046181

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

# REQUEST FOR COUNCIL ACTION

RCA# 7845

TO: Mayor via City Secretary

**Subject:** Purchase of Pumper Trucks Through the Houston-Galveston Area Council for the Fire Department  
S27-N22835-H

Category #  
1 & 4

Page 1 of 1

Agenda Item

8-8A

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**

March 11, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

*[Signature]*

**For additional information contact:**

Karen Dupont Phone: (713) 859-4934  
Ray DuRousseau Phone: (713) 247-1735

**Council District(s) affected**  
A, B, E, I

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$1,732,575.04 out of the Fleet/Equipment Acquisition Internal Services Fund (Fund 9002), and the purchase of pumper trucks through the Houston-Galveston Area Council (H-GAC) in the amount of \$1,732,575.04 for the Fire Department.

Award Amount: \$1,732,575.04

F & A Budget

\$1,732,575.04 - Fleet/Equipment Acquisition Internal Services Fund (Fund 9002)

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance authorizing the appropriation of \$1,732,575.04 out of the Fleet/Equipment Acquisition Internal Services Fund (Fund 9002). It is further recommended that City Council approve the purchase of four pumper trucks through the Interlocal Agreement for Cooperative Purchasing with H-GAC in the amount of \$1,732,575.04 for the Fire Department, and that authorization be given to issue a purchase order to the H-GAC contractor, Tyler Motor Co., Inc. d/b/a Hall Buick, Pontiac, GMC. These pumper trucks will be used 24 hours a day, 7 days a week for fire suppression and responding to EMS incidents.

Funding for the additional purchases of vehicles and equipment was made available by the transfer of \$6 million from the General Fund balance into the Fleet/Equipment Acquisition Internal Services Fund (Fund 9002), approved by City Council on December 19, 2007, Council Motion No. 2007-1253. The pumper trucks that are the subject of this request are included in the supplemental equipment acquisition plan.

These new pumper trucks will meet the EPA's current emission standards for trucks with diesel engines. They will come with a one-year bumper-to-bumper warranty and additional warranties of five years on the engine, transmission and air-conditioning system; two years on the hydraulic generator and fire pump; four years on paint fading, peeling, or blistering; ten years on the cab/body for surface perforation or corrosion and pump plumbing; and a lifetime warranty on the tanks and frame. The life expectancy of these new pumper trucks is 12 years. They will replace existing units in the Department's fleet that have reached their useful life and will be sent to auction for disposition. See the attached Equipment Usage Summary for equipment usage and replacement details.

Buyer: Louis Reznicek

Attachment: Equipment Usage Summary

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:


Other Authorization:

NDT

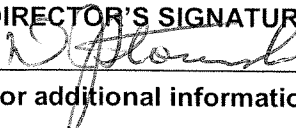
9008

**EQUIPMENT USAGE SUMMARY**  
**RCA 7845**  
**PUMPER TRUCKS**  
**FOR**  
**FIRE DEPARTMENT**  
**S27-N22835-H**

Requisition No./ Description	Qty	New Unit Assignment			Existing Unit Reassignment	Unit Sent To Salvage		
		Station No./ Assignment	Address	Council District		Shop No.	Age	Mileage
10046968/ 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper Truck	4	E-4 E-52 E-26 E-39	6530 W. Little York 10343 Hartsook 7111 Dixie 5810 Pickfair	A E I B	29665 to Reserves 29935 to Reserves 30334 to Reserves 30488 to Reserves	22743 22761 22756 22744	14 14 14 14	110,865 108,889 122,442 146,543

<b>SUBJECT:</b> <b>Public Safety Video Initiative – Wireless Links</b>		<b>Category</b>	<b>Page</b> 1 of 1	<b>Agenda Item #</b> 9
<b>FROM (Department or other point of origin):</b> Dennis Storemski, Mayor's Office of Public Safety & Homeland Security		<b>Origination Date:</b> March 19, 2008	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> All		
<b>For additional information contact:</b> <b>Matt Hyde</b> , HEC CTO & Video Initiative Program Manager..... 713-884-4587 <b>Julie Stroup</b> , Video Initiative Project Manager..... 713-884-4688		<b>Date and Identification of prior authorizing Council action:</b>		
<b>RECOMMENDATION: (Summary)</b>  Adopt motion authorizing the purchase of wireless extended-range gigabit Ethernet links from Crystal Communications, Ltd. through the Texas Local Government Purchasing Cooperative (Buyboard).				
<b>Amount of Funding:</b> \$111,722		<b>F &amp; A Budget:</b>		
<b>SOURCE OF FUNDING:</b>  <b>Grant Fund:</b> \$111,722 Federal State Local Pass Through Fund (Homeland Security) – FUND 5030				
<b>SPECIFIC EXPLANATION:</b>  <b>Background</b> The Mayor's Office of Public Safety and Homeland Security received significant funding through the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI) for a pilot public safety video effort. To date, these funds have been used to hire the services of a consulting firm, VidSys, to provide subject matter expertise on video system design; as well as procure hardware, software and services to begin the implementation of the system.  The team has developed a system design that will allow the City to implement a pilot project in the downtown Houston area. The purpose of the pilot is to test the capabilities of multiple vendors to learn how to best utilize these technologies to provide video support for local homeland security activities. The system design at this time is not intended to provide full video coverage of the downtown area.  <b>Purchase Justification</b> In order to gather video from multiple sources and bring those feeds together into a dedicated City video network, the procurement of <b>wireless links</b> with a gigabit capacity is required between multiple locations. The system will be operated primarily by the Houston Police Department. Access to the system will be strictly limited.  <b>Recommendation</b> The Mayor's Office of Public Safety & Homeland Security and the Houston Emergency Center request authorization to purchase four (4) wireless extended-range gigabit Ethernet links from Crystal Communications, Ltd., a certified M/WBE, through the Texas Local Government Purchasing Cooperative (Buyboard). The links will be used in the development of the Public Safety/Homeland Security Video Initiative. The system will provide the capability to send and receive video signals between multiple downtown City facilities.  MH:JS				
<b>REQUIRED AUTHORIZATION</b>				
<b>OPSHS Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>		



<b>SUBJECT:</b> Purchase of Services from RCC Consultants, Inc. through H-GAC		<b>Category</b>	<b>Page</b> 1 of 1	<b>Agenda Item</b> # <b>10</b>
<b>FROM (Department or other point of origin):</b> Dennis Storemski, Mayor's Office of Public Safety and Homeland Security		<b>Origination Date:</b> 04/06/2008	<b>Agenda Date</b> <b>APR 16 2008</b>	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> All		
<b>For additional information contact:</b> Tom Sorley <b>Phone:</b> 832-393-9611		<b>Date and Identification of prior authorizing Council action:</b> 9/14/06 (Motion 2006-0779) 11/14/07 (Motion 2007-1146)		
<b>RECOMMENDATION: (Summary)</b> Approve the purchase of consulting services from RCC Consultants, Inc. through the Houston-Galveston Area Council (H-GAC) in the amount of \$244,493.20				
<b>Amount of Funding:</b> \$244,493.20		<b>F &amp; A Budget:</b>		
<b>SOURCE OF FUNDING:</b>  <b>[X] Grant Fund:</b> \$244,493.20 - Fund 5030 Federal State Local Pass through Fund (Homeland Security)				
<b>SPECIFIC EXPLANATION:</b>  <b>Background</b> The City of Houston currently operates four separate and aging radio systems. In 2003, the City engaged RCC Consultants, Inc. to assess the City's radio systems and coverage needs, and to provide recommendations for the development of a new citywide 700MHz radio system. In 2005, the City engaged RCC Consultants, Inc. to assess feasible alternative solutions and to develop a conceptual strategy for the new radio system. Based on the recommendations, the City is pursuing the development of a new wide-area 700/800 MHz trunked radio system to support HPD, HFD, and PWE. An RFP was released on August 31, 2007. Responses were received on December 7, 2007. Evaluation of the vendor proposals is in process with council action anticipated in mid-2008.  <b>Recommendation</b> It is recommended that City Council authorize the consulting services of RCC Consultants, Inc. to continue to assist in the development of Houston's new 700/800 MHz trunked radio system. The scope of work for this phase includes: <ul style="list-style-type: none"><li>• Request and Evaluate Best and Final Offers</li><li>• Prepare Evaluation Report</li><li>• FCC Licensing Assistance</li><li>• Contract Negotiation Assistance</li><li>• Development of contract term sheets support</li><li>• On-demand professional services on as needed basis</li></ul>				
PR 10049653 PR 10050210				
<b>REQUIRED AUTHORIZATION</b>				
<b>F &amp; A Director:</b>		<b>Other Authorization:</b>		<b>Other Authorization:</b>

**REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7857**

**Subject:** Approve an Appropriation Ordinance and Approve the Purchase of Professional Consulting Services through the City's Master Agreement with the Texas Department of Information Resources (DIR) (C56844)

Category #  
9

Page 1 of 2

Agenda Item

**11-11A**

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**

April 04, 2008

**Agenda Date**

**APR 16 2008**

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**

All

**For additional information contact:**

Joseph Fenninger

Phone: (713) 308-1708

Ray DuRousseau

Phone: (713) 247-1735

**Date and Identification of prior authorizing**

**Council Action:**

Ord. 2005-0322, passed 3/30/2005

**RECOMMENDATION: (Summary)**

Approve an ordinance authorizing the appropriation of \$225,791.00 from the Equipment Acquisition Consolidated Fund (Fund 1800) and approve the purchase of professional consulting services to design and implement a software upgrade through the City's Master Agreement with the Texas Department of Information Resources (DIR) for the Neighborhood Protection Corps of the Houston Police Department.

Award Amount: \$225,791.00

**F & A Budget**

*[Signature]*

FY08 - \$225,791.00 Equipment Acquisition Consolidated Fund (1800) WBS X-100003-0001-3-01-01

**SPECIFIC EXPLANATION:**

**Background**

Council Motion No. 2007-0534 was adopted on June 6, 2007, approving the Fiscal Year 2008 Equipment Acquisition Plan, of which \$20,294,661.00 was approved for Major Information Technology Projects. Funding for various projects in the plan is appropriated from the Equipment Acquisition Consolidated Fund (1800) with individual IT purchases. The Departments of Finance, Administration and Regulatory Affairs and Information Technology work closely with the Chief Technology Officers of user departments to analyze all technology requests to ensure that redundancy issues are addressed, standards and efficiencies are evaluated and purchasing priorities are established in the most logical, compatible and cost effective manner possible.

**Recommendation**

The City Purchasing Agent recommends that City Council approve an ordinance authorizing the appropriation of \$225,791.00 from the Equipment Acquisition Consolidated Fund (Fund 1800). It is further requested that City Council approve the purchase of professional consulting services to design and implement a software upgrade through the City's Master Agreement with the Texas Department of Information Resources (DIR) for HPD's Neighborhood Protection Corps and that authorization be given to issue purchase orders to DIR's Go-Direct Vendor SHI Government Solutions, Inc., a certified State of Texas Historically Underutilized Business, for a total amount not to exceed \$225,791.00. This purchase will cover Phase One of the project. Funding for Phase Two will be appropriated in FY2009 as those purchases are made. The total project cost is estimated at \$445,791.00.

The Department's Neighborhood Protection Corps (NPC) has conducted an extensive assessment to provide a solution for meeting the City's need to upgrade NPC's Field Operations Record Management System (F.O.R.M.S). The upgrade will be completed in two phases to replicate the current functionality of F.O.R.M.S. by converting applications employing Microsoft Access to Microsoft Dynamics CRM 4.0.

The first phase of the scope of work will require the vendor to provide technical services to include NPC database replication, migration of all NPC valid records, CRM 4.0 functionality design, user feedback

**REQUIRED AUTHORIZATION**

**NPT**

F&A Director:

Other Authorization:

Other Authorization:

Date: 4/4/2008	Subject: Approve an Appropriation Ordinance and Approve the Purchase of Professional Consulting Services through the City's Master Agreement with the Texas Department of Information Resources (DIR) (C56844)	Originator's Initials MS	Page 2 of 2
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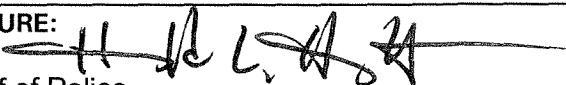

sessions, converting NPC's database to a Microsoft Dynamics CRM 4.0 environment and 200 user licenses for City employees.

The second phase of the scope of work will require the vendor to provide a process improvement analysis, system recommendation and modifications, geospatial reporting, user recommended enhancements, project management, download information to four hardware devices provided by SHI Government Solutions, Inc. (laptops or handhelds), to be used in the field by NPC employees and provide a website that will allow citizens and businesses to view or download the following:

- City Nuisance Ordinances
- Hearing Dates
- Pending Violations
- Graffiti Waivers
- Contracts for Abatement Services
- NPC Volunteer Registration
- Multiple Hearings in Multiple Locations Throughout the City

The upgrade of F.O.R.M.S. will provide NPC with a system that has improved usability, reliability, performance, security, and efficiency by streamlining the current process. The software design will retain the functionality of the existing system but with a more suitable technological foundation with universally supportable applications executed in Microsoft Dynamics CRM.

Buyer: Murdock Smith

<b>SUBJECT:</b> Ordinance amending Chapter 11, Article III of the Code of Ordinances, Houston, Texas, relating to Burglar Alarms, Holdup Alarms and other Similar Alarm Systems.		<b>Category</b> # 1	<b>Page</b> 1 of ____	<b>Agenda Item</b> # <u>12</u>
<b>FROM (Department or other point of origin):</b> Houston Police Department		<b>Origination Date</b> April 10, 2008	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b>  Harold L. Hurtt, Chief of Police		<b>Council District affected:</b>  All		
<b>For additional information contact:</b> Michael Dirden, Asst. Chief, HPD] Phone: 713.308.1590 Salima Pirmohamed [ARA] Phone: 713.837.9583		<b>Date and identification of prior authorizing Council action:</b>		
<b>RECOMMENDATION: (Summary)</b> That Council adopt an ordinance amending Chapter 11, Article III of the Code of Ordinances, Houston, Texas, relating to Burglar Alarms, Holdup Alarms and other Similar Alarm Systems.				
<b>Amount of Funding:</b> Not applicable		<b>F &amp; A Budget:</b>		
<b>SOURCE OF FUNDING:</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund <input type="checkbox"/> Other (Specify)				
<b>SPECIFIC EXPLANATION:</b>  The purpose of this ordinance is to decrease the subsidy being paid by all taxpayers for people with repetitive false alarms. In FY2007, the Houston Police Department received in excess of 154,000 panic and burglar alarm calls for service and dispatched patrol units to respond to 90,184 of such calls. Approximately 95% proved to be false alarms. The cost of responding to alarm calls for service in FY2007 was approximately \$11.8 million dollars and exceeded the City's total annual revenues in that fiscal year (\$7.99 million dollars) derived from permit fees and penalties associated with burglar, panic, holdup and similar alarm systems. Responding to permitted alarm system calls accounts for a high percentage of all of the department's calls for service.  Changes in State law adopted by the 2005 Texas Legislature have made it possible to address the longstanding false alarm problem. That problem is repetitive false alarms, which are currently subsidized by all taxpayers in the form of wasted HPD resources responding to these false alarms. The goal is using HPD's resources more efficiently. The proposed ordinance entirely replaces the burglar, panic and similar alarm provisions that now exist in City Code. The new provisions increase alarm fees and penalties within ranges approved by the Texas Legislature and make further adjustments consistent with State law, such as the number of allowed free false burglar alarms, permit revocation standards and alarm verification requirements.  The ordinance seeks to 1) decrease the taxpayer subsidy for those who have repetitive false alarms, 2) encourage alarm users to get permits by keeping permit fees relatively low and imposing financial penalties and "non-response status" for failure to obtain a required permit, 3) establish duties and responsibilities for proper installation, maintenance and operation of the alarm system, 4) increase false alarm penalties to encourage proper maintenance and operation of the alarm systems, 5) establish notice and contact information to assist in police response to alarm system notifications, 6) strengthen permit revocation procedures and tighten some permit application requirements, and 7) address alarm permitting and false alarms in apartment complexes and other multi-unit housing facilities.  In addition the ordinance transfers administrative duties such as permit application, billing, collections, revocations and appeals to the Administration and Regulatory Affairs Department (ARA). HPD will remain primarily responsible for responding to alarm calls and enforcement. ARA will work closely with HPD to accomplish the goals and purposes of the ordinance.				
<b>Other Authorization:</b>  Alfred J. Moran, Director Administration & Regulatory Affairs		<b>Other Authorization:</b>		<b>Other Authorization:</b>

## Chapter 11, Article III, Summary of Fee and Penalty Changes

	RESIDENTIAL		NON-RESIDENTIAL	
	CURRENT	PROPOSED	CURRENT	PROPOSED
<b>PERMIT FEES</b>				
Burglar Alarm	\$15	\$30	\$40	\$70
Panic Alarm	\$15	\$30	\$40	\$70
<b>FALSE ALARM PENALTIES</b>				
Burglar Alarm-No Permit	\$50	\$100 (or no response)	\$50	\$200 (or no response)
Burglar Alarm-With Permit	1 <sup>st</sup> -5 <sup>th</sup> Free 6 <sup>th</sup> & Up \$50	1 <sup>st</sup> -3 <sup>rd</sup> Free 4 <sup>th</sup> -5 <sup>th</sup> \$50 6 <sup>th</sup> -7 <sup>th</sup> \$75 8 <sup>th</sup> & Up \$100	1 <sup>st</sup> -5 <sup>th</sup> Free 6 <sup>th</sup> & Up \$50	1 <sup>st</sup> -3 <sup>rd</sup> Free 4 <sup>th</sup> -5 <sup>th</sup> \$50 6 <sup>th</sup> -7 <sup>th</sup> \$75 8 <sup>th</sup> & Up \$100
Panic Alarm-No Permit	\$160	\$400	\$160	\$500
Panic Alarm-With Permit	1 <sup>st</sup> Free 2 <sup>nd</sup> & Up \$160	1 <sup>st</sup> Free 2 <sup>nd</sup> \$100 3 <sup>rd</sup> \$200 4 <sup>th</sup> \$300 5 <sup>th</sup> & Up \$400	1 <sup>st</sup> Free 2 <sup>nd</sup> & Up \$160	1 <sup>st</sup> Free 2 <sup>nd</sup> \$200 3 <sup>rd</sup> \$400 4 <sup>th</sup> & Up \$500
<b>PERMIT REVOCATION</b>				
Burglar Alarm Permit revoked for excessive false alarms	9 false alarms in 12 months	More than 7 false alarms in 12 months	9 false alarms in 12 months	More than 7 false alarms in 12 months
Panic Alarm Permit revoked for excessive false alarms	9 false alarms in 12 months	3 in 1 month 4 in 3 months 5 in 6 months 6 in 12 months	9 false alarms in 12 months	3 in 1 month 4 in 3 months 5 in 6 months 6 in 12 months
Non-Payment of fees/penalties within	60 days	60 days	60 days	60 days

12  
APR 16 2008

City of Houston, Texas, Ordinance No. 2008-\_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO BURGLAR ALARMS, PANIC, HOLDUP AND SIMILAR ALARM SYSTEMS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR CIVIL FEES AND PENALTIES AND CRIMINAL PENALTIES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

\* \* \* \* \*

**WHEREAS**, in FY2007, the Houston Police Department received in excess of 154,000 panic and burglar alarm calls for service and dispatched patrol units in response to more than 90,184 of such calls, approximately 95% of which proved to be false alarms; and

**WHEREAS**, the cost of responding to alarm calls for service in FY2007 was approximately \$11.8 million dollars and exceeded the City's total annual revenues in that fiscal year (\$7.99 million dollars) derived from permit fees and penalties associated with burglar, panic, holdup and similar alarm systems; and

**WHEREAS**, the number of false alarms responded to by Police Department personnel has remained unabated over the past several years; and

**WHEREAS**, statistics obtained from other local governments indicate that false alarms from burglar and panic or holdup alarm systems typically range from 90 to 98% of all alarm calls for service received; and

**WHEREAS**, the City desires to reduce the number of false alarm notifications by encouraging the proper installation, operation and maintenance of alarm systems by both the owners and users of such systems and the companies that sell, install and monitor them; and

**WHEREAS**, the City Council desires to implement measures designed to reduce the number of false alarms and the police department responses to such alarms, increase the number of alarm systems permitted by the City to more effectively monitor and respond to criminal activity and to recover costs associated with alarm regulation and false alarms as much as possible to minimize waste and maximize efficient utilization of available Police Department and HEC resources; **NOW, THEREFORE**,

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

**Section 1.** That the findings set forth in the preamble of this Ordinance are determined to be true and correct and are hereby adopted.

**Section 2.** That Article III of Chapter 11 of the Code of Ordinances, Houston, Texas, is hereby amended in its entirety to read as follows:

**"ARTICLE III. BURGLAR ALARMS, PANIC ALARMS  
AND OTHER SIMILAR ALARM SYSTEMS**

**Sec. 11-50. Application; purpose.**

It is the purpose of this article to:

- (1) Regulate the activities and establish the responsibilities of persons who purchase, rent, operate or use an alarm system subject to this article and, to the full extent permitted by Texas law, persons who engage in the business of selling, leasing, renting, installing, maintaining or monitoring such alarm systems pursuant to a permit or license issued by the State of Texas; and
- (2) Promote the improved reliability of alarm systems governed by this article to ensure that police department and HEC personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms.

This article is intended to specifically encompass 'burglar alarms,' 'holdup alarms,' and 'panic alarms,' whether audible or inaudible (silent), and other such alarm systems, but not audible alarms affixed to motor vehicles, personal emergency response system alarms, or fire alarms.

**Sec. 11-51. Definitions.**

In this article, unless the context clearly otherwise requires:

*Activate* means the completion of all steps necessary to render an alarm system capable of carrying out its intended function of producing an alarm notification under appropriate circumstances.

*Alarm notification* means the receipt of notice transmitted to HEC or the police department that an alarm signal has been detected and that a police department response is being requested.

*Alarm permit* means a certificate issued by the department pursuant to this article authorizing a person to operate or use an alarm system in accordance with this article.

*Alarm signal* means the transmission of a signal, whether by electronic or other means, by an alarm system to an alarm systems company in response to an incident at the alarm site of the type the alarm system was designed or intended to detect.

*Alarm site* means the single fixed premises or location where an alarm system is operated, used, installed or rendered capable of being activated.

*Alarm subscriber* means a person who directly or through another person contracts with an alarm systems company. Each alarm subscriber is deemed to be a person who operates or uses, causes or allows the operation or use of the alarm system and will be liable for the payment of permit fees, fines or penalties, or the performance of other duties and responsibilities as provided in this article.

*Alarm system* means any mechanical, electrical, electronic or radio-controlled alarm device or equipment designed to or that does emit or transmit an alarm signal that is designed or intended to produce an alarm notification. *Alarm system* includes, but is not limited to, silent, audible, panic, holdup, burglar and local alarm systems. The term does not include a personal emergency response system alarm, a fire alarm system designed solely to detect fire or smoke or an alarm installed in a motor vehicle solely to prevent theft of the vehicle.

*Alarm systems company* means any person who engages in the business of monitoring, selling, leasing, renting, maintaining, servicing, repairing, altering, replacing, or installing alarm systems or rendering such systems capable of generating an alarm signal.

*Applicant* means a person who makes application to the department to obtain an alarm permit and will be liable for the payment of permit fees, fines or penalties, or the performance of other duties and responsibilities as provided in this article. The term does not include a person who merely fills out an application for another person.



*Automatic dialer or automatic dialing device* means any electrical, electronic, mechanical or other device capable of being programmed to send an alarm notification in the form of a prerecorded voice message to the police department or HEC over a telephone line, radio or other communication system when an alarm signal is generated.

*Burglar alarm system* means an alarm system designed to detect an attempted or actual unauthorized entry into the alarm site and transmit a signal to an alarm systems company for the purpose of generating an alarm notification.

*Common cause* means a technical difficulty or malfunction that causes an alarm system to generate a series of two or more false alarms.

*Deactivate* means to disconnect or render an alarm system disabled so as to prevent any possibility that the alarm system will generate an alarm signal.

*Department* means the department of administration and regulatory affairs.

*Director* means the director of the department or his designee.

*False alarm* means an alarm notification generated when an emergency of the kind for which the alarm system was designed did not in fact exist and a response is made by the police department within thirty minutes of the alarm notification and the police department determines from an inspection of the interior or exterior of the premises that the alarm was false. A false alarm is deemed to have occurred at the moment HEC receives the alarm notification.

*Houston Emergency Center or HEC* means the city's emergency response communications center and any employee of such center assigned to perform any duty prescribed by this article.

*Individual facility* means, in the context of a multi-unit housing facility, each unoccupied individual residential unit (including an apartment unit), office, storage room, utility room, shop, game room, exercise room, laundry room, hallway, vending area, lobby or similar non-residential facility.

*Local alarm system* means an alarm system designed and operated to generate audible or visual alarm signals at the alarm site when activated.

*Multi-unit housing facility* means a residential multi-unit apartment complex, town homes, condominiums, or similar housing facilities.

*Non-permitted alarm system* means an alarm system for which no valid alarm permit has been issued.

*Non-residential alarm site* means an alarm site that is not a 'residential alarm site' as defined by this section.

*Panic or holdup alarm system* means an alarm system that, when manually triggered by a person at the alarm site, generates an alarm signal indicating a holdup or other life-threatening emergency requiring a police department response.

*Permit holder* means a person to whom an alarm permit has been issued. The permit holder shall at all times be deemed a person-in-control of the alarm site.

*Person* shall have the meaning set forth in section 1-2 of this Code but shall not include the city or any of its departments.

*Person-in-control* means a person holding an alarm permit or a person who owns, leases, possesses, resides at, or manages any part of the alarm site.

*Police chief* means the chief of the police department, or his designee or any employee of the police department assigned by the police chief to perform any duties prescribed by this article.

*Police department* means the city police department.

*Residential alarm site* means an alarm site used solely for residential purposes, including an occupied apartment or other residential unit located in a multi-unit housing facility. Each occupied apartment or other individual residential unit in which an alarm system is operated, used, installed, or placed shall be a separate residential alarm site. All other alarm sites are non-residential.

*Verify an alarm signal* means to attempt to contact the alarm site and alarm subscriber or other person-in-control of the alarm site by telephone calls of at least six rings each to two separate telephone numbers, regardless of whether actual contact with an individual is made, to determine whether an alarm signal is valid.

**Sec. 11-52. Alarm permit required; violation; penalty.**

(a) It is unlawful for any person to operate or use, cause or allow the operation or use of an alarm system unless a valid alarm permit is in effect for that alarm system.

(b) *Non-permitted alarm system.* All duties and responsibilities for the use or operation of a non-permitted alarm system at an alarm site and the obligation to pay all fines, penalties and other amounts authorized in this article in connection with such system shall be imposed, jointly and severally, on the alarm subscriber and any person-in-control at the alarm site.

(c) *Separate alarm permit required.* Each alarm system must have a separate alarm permit. An alarm system may not be operated, used, installed or monitored to protect more than one alarm site.

**Sec. 11-53. No duty created.**

The issuance of an alarm permit authorizing the use of an alarm system shall not create any duty or liability on the part of the city or guarantee any police department or other response from the city. Nothing in this article shall be construed to waive the city's governmental immunity from suit or from liability.

**Sec. 11-54. Right to inspect.**

The police chief shall have the right to inspect any alarm system at an alarm site at any reasonable time to determine whether it is being used in conformity with this article.

**Sec. 11-55. Police response to alarm notification.**

(a) *Policy.* Any police department response to an alarm notification shall be governed by the provisions of this section and the rules and regulations, as applicable, promulgated by the police chief pursuant to section 11-76 of this Code.

(b) *Non-permitted alarm systems.* The police chief may refuse to respond to an alarm notification from a burglar alarm system that according to department records does not have a current and valid alarm permit.

(c) *Information to be provided by alarm systems company.* An alarm systems company shall provide an alarm subscriber with information concerning the police department's policy regarding whether or not the police department will respond to an alarm notification from a system that according to department records does not have a current and valid alarm permit. The police chief will make available to an alarm systems company a copy of such police department policy upon written request.

**Sec. 11-56. Disclosure of alarm permits.**

The director shall maintain a complete record of all alarm systems installed or capable of being activated in the city, based upon the reports required to be provided by alarm companies pursuant to Section 1702.286(b), Texas Occupations Code, or information regarding such alarm systems derived from other sources.

**Sec. 11-57. Alarm system companies; duty to maintain and provide records.**

(a) *Records to be provided.* It shall be the duty of each alarm systems company to maintain a record of all alarm systems the company has installed or rendered capable of being activated in the city, as required by Section 1702.286(b), Texas Occupations Code. The records required to be maintained by this subsection shall be maintained for at least two years from the date of their creation and shall be available for inspection and duplication upon demand by the police chief or director. At the discretion of the police chief or director, any such request may be made electronically, in writing, or by personal delivery to an alarm systems company.

(b) *Periodic reports to be provided.* A true and correct list of all alarm systems installed, rendered capable of being activated, maintained or monitored in the city by an alarm systems company shall be provided to the police chief and director annually, or more frequently if requested by the police chief or director. Such list shall be provided in an electronic or other format as may be required by the police chief or director.

(c) *Violation; penalty.* A person who violates any provision of this section is guilty of a separate offense for each day or portion of a day during

which the violation is committed, continued or permitted. Each offense is punishable as provided in section 11-74 of this Code.

**Sec. 11-58. Alarm systems in multi-unit housing facilities.**

(a) *Residential alarm sites.* The lessee, tenant or other adult occupant lawfully residing in the individual residential unit shall apply for and, upon approval by the department, be issued a residential alarm permit. The alarm permit application shall provide, in addition to other requirements in this article, the name and contact information such as telephone number or email address of a representative of the multi-unit housing facility owner or property manager who will grant access to the alarm site in the absence of the permit holder.

(b) *Non-residential alarm sites.* Areas of the multi-unit housing facility other than occupied individual residential units in which an alarm system is operated, used, installed or placed shall constitute one or more separate non-residential alarm sites, and the following provisions shall apply:

- (1) *Individual facility.* Each individual facility shall be a separate non-residential alarm site, requiring a separate alarm permit, separate alarm system monitoring, and payment of the alarm permit fee required by this article, except as otherwise specifically provided in any applicable policies and procedures established pursuant to section 11-76 of this Code.
- (2) *Identification of facility.* Each individual facility shall be clearly identified and designated by a unique individual facility number by the applicant in the alarm permit application, and the applicant shall attach a corresponding map or diagram of the premises showing the location of each such facility.
- (3) *Visible markings.* Each individual facility shall be clearly and visibly marked and identified with its individual facility number at the physical premises.
- (4) *Separate monitoring of facilities.* Each individual facility shall be separately monitored by the alarm systems company to ensure that the individual facility where an alarm system may be triggered can be readily identified.
- (5) *Information required.* An alarm notification to the police department shall include the individual facility number.

**Sec. 11-59. Alarm permit--Application.**

(a) Application for an alarm permit shall be made to the department in a format designated by the director for that purpose. Each application shall be set forth:

- (1) *Applicant.* The name, address, telephone number(s), email address, social security number, federal employee identification number, state sales tax number, corporate charter number, and state driver's license number of the applicant, as applicable. An applicant who is an individual who does not have a valid Texas driver's license must provide his social security number.
- (2) *Alarm subscriber.* If different from the applicant, the name, address, telephone number(s), email address, social security number, federal employee identification number, state sales tax number, corporate charter number, and state driver's license number of the alarm subscriber, as applicable.
- (3) *Assumed names; other entity names.* Copies of the assumed name registration if the alarm site will be operated under an assumed name; the partnership registration, if any, and the names and addresses of all general partners if the applicant is a partnership; or a copy of the alarm subscriber's the Texas corporate charter or, if the alarm subscriber is a foreign corporation, a copy of the corporation's certificate of authority to do business in Texas, along with the names and addresses of all officers of the corporation and the corporation's registered agent.
- (4) *Alarm site.* The street address of the alarm site at which the alarm system is or will be installed, placed, operated or used, including the particular suite, apartment number, unit number, or other similar occupancy number(s) or designation(s), if applicable, and a statement specifying whether the premises is used solely for residential or non-residential purposes.
- (5) *Business names.* Any business names used for the alarm site.
- (6) *Alarm system.* A description of the alarm system to be permitted and the type of alarm system.

- (7) *Alarm system installer.* The name, address, Texas Department of Public Safety/Texas Private Security Bureau license number and type, and telephone number of the alarm systems company that has installed or will install and activate the alarm system.
- (8) *Alarm systems company.* The name, address, Texas Department of Public Safety / Texas Private Security Bureau license number and type, and telephone number of the alarm systems company or other person that will monitor the alarm system.
- (9) *Contact information.* In addition to the applicant information:
  - a. The names and telephone numbers of two individuals, or the name and local telephone number of an alarm systems company that is able to and has agreed to:
    - [1] Receive an alarm notification at any time;
    - [2] Come to the alarm site within one hour after receiving a request from a member of the police department to do so; and
    - [3] Grant access to the alarm site and to deactivate the alarm system if necessary; or
  - b. The name and telephone number of an alarm systems company that is able to and has agreed to receive calls at any time and to give the police department and the director the names of individuals listed with that company as set out below if:
    - [1] The applicant has given the alarm systems company the names and local telephone numbers of two individuals who are able and have agreed to receive alarm notification at any time; to come to the alarm site within one hour after receiving a request from a member of the police department to do so; and to grant access to the alarm site and to deactivate the alarm system if necessary; and

[2] The applicant has authorized the alarm systems company to provide the names and telephone numbers of those two individuals to the chief of police and director whenever the police chief or director has requested that information in order to obtain assistance after an alarm system has been activated.

- (10) *No unpaid fees.* A statement that all fees and penalties due and owing to the city under this article by the alarm subscriber, the applicant and its partners, officers, owners and other principals have been paid.
- (11) *Occupants--single family residence.* If the alarm site is a single-family residential dwelling, the names of all residents over the age of 18 who reside at such dwelling and their relationship to the applicant.
- (12) *Compliance statement.* A statement that within the 12 months preceding the date the alarm permit will be issued, there has been no denied application for an alarm permit, denied renewal or revocation of any alarm permit, or penalty imposed for operation of an alarm system without an alarm permit that is connected to the alarm site, the alarm system, the alarm subscriber, the applicant, any person-in-control of the alarm site, or a person described in item (10) of this subsection.
- (13) *Other required information.* Such other information as the police chief and the director in their discretion, individually or jointly, determine to be reasonably necessary.

(b) *Signature required.* The application shall be signed by an owner, officer, or partner of the applicant if the applicant is not an individual, or by the individual applicant, acknowledging that he has read the application, affirming the correctness and accuracy of the information given on the application, and authorizing the release to the department of information specified in subsection (a) of this section.

(c) *Issuance of alarm permit.* The director shall issue an alarm permit upon submission of an application that fully complies with this article and the alarm permit fee; provided that the application shall be denied and no alarm permit shall be issued if the director finds that:



- (1) Any statement made in the application is incomplete, misleading, or false;
- (2) The application truthfully states matters sufficient to deny the alarm permit application;
- (3) The applicant, its partners, officers, owners and other principals have not paid to the city all fees and penalties due under this article; or
- (4) The alarm system installed at the alarm site has, or is of the type that has had a history of unreliability.

**Sec. 11-60. Same--Amendments to application.**

The permit holder has an affirmative duty to promptly submit updated alarm permit application information to the department in writing when any information contained in or relevant to the alarm permit application has changed or is out of date. In all circumstances, the updated information must be provided not later than 15 days after the information changed or became out of date. Submission of updated alarm permit application information shall not prevent revocation, termination, denial of application or renewal, or other remedy authorized by this article.

**Sec. 11-61. Same--Term; expiration; renewal.**

(a) *Term of alarm permit.* Each alarm permit shall be valid for a 12-month period from the date of issuance stated on the alarm permit.

(b) *Notice of expiration.* The department shall give at least 30 days written notice to the permit holder of the expiration date of an alarm permit. A completed renewal application shall be filed with the director along with the renewal fee, not less than 10 business days before expiration of the alarm permit. A renewal alarm permit shall be issued for the 12-month period following the date of renewal.

(c) *Grounds for denial or renewal of alarm permit.* The director shall deny the renewal application for any of the reasons set forth in section 11-70(a) of this Code.

(d) *New alarm permit required.* If the alarm permit is not renewed as of the expiration date, then a new alarm permit must be applied for and obtained as provided in this article. Upon expiration of an alarm permit that

is not renewed, the provisions of section 11-68(d) of this Code regarding penalties for non-permitted alarm systems shall apply until a new alarm permit is issued.

**Sec. 11-62. Same--Fees.**

(a) *Residential alarm site.* The fee for a new or renewal alarm permit for a residential alarm site shall be \$30.00 for a burglar alarm system and \$30.00 for a holdup or panic alarm system.

(b) *Non-residential alarm site.* The fee for a new or renewal alarm permit for a non-residential alarm site shall be \$70.00 for a burglar alarm system and \$70.00 for a holdup or panic alarm system.

(c) *No refund.* No refund of any fee paid pursuant to this article shall be made by the city for any reason except as follows:

- (1) Duplicate payments;
- (2) Payments clearly intended for another purpose; or
- (3) Payments submitted for alarm systems located outside the city limits.

**Sec. 11-63. Same--Nontransferable; re-application required following revocation or termination.**

(a) *Alarm permits non-transferable.* Alarm permits are not transferable to any other person, premises, alarm system or alarm subscriber. Each alarm permit shall be valid only for the permit holder, alarm site and alarm system as they existed when the alarm permit was originally issued, and the alarm permit shall terminate immediately upon change of any such items or persons. If the permit holder voluntarily or involuntarily ceases to have ownership, leasehold, possession or management rights to the alarm site, or upon revocation or expiration of the alarm permit, the alarm permit shall terminate, and a new alarm permit must be applied for and a new alarm permit fee paid as required by this article.

(b) *Effect of termination of alarm permit.* Upon termination of the alarm permit and before a new alarm permit is issued for that alarm site, the provisions of this article concerning a non-permitted alarm system shall apply.

(c) *Liability of permit holder.* If the permit holder fails to deliver written notice of the cessation of the permit holder's rights in the alarm site to the department at least 30 days prior to such cessation of rights, he shall remain liable as if he were a person-in-control of the alarm site, for all subsequent fees and penalties, jointly and severally with any other persons liable as provided in this article, until a new alarm permit is issued for an alarm system at the alarm site.

**Sec. 11-64. Duties of permit holder.**

The permit holder shall:

- (1) Ensure that as set forth under section 11-59(a)(9) of this Code, the individuals or the alarm systems company listed with the police department and the director, and the individuals listed with the alarm systems company have agreed and are able to:
  - a. Receive an alarm signal at any time;
  - b. Come to the alarm site within one hour after receiving a request from the police department to do so; and
  - c. Grant access to the alarm site and, if necessary, deactivate the alarm system.
- (2) Train all persons who may operate or use the alarm system in the proper operation or use of the alarm system.
- (3) Pay when due all fees and penalties associated with the alarm permit and the operation or use of, including the generation of any false alarm signal from, the alarm system.
- (4) Maintain the alarm site in a manner that ensures proper operation or use of the alarm system.
- (5) Maintain or cause to be maintained the alarm system in a manner that will minimize the occurrence of false alarms.
- (6) Respond or cause a representative to respond within a reasonable period of time when notified by the police department to repair a malfunctioning alarm system, to provide access to the alarm site, or to provide security for the alarm site.

- (7) Ensure that the alarm system is not manually triggered for any reason other than an occurrence of an event that the alarm system was intended to report.
- (8) Maintain at the alarm site a complete set of written instructions for the alarm system, excluding any special codes, combinations, or passwords.
- (9) At least 30 days prior to relinquishing control of the alarm site, deliver written notice of cancellation of the alarm permit to the department.
- (10) Upon the giving of written notice of the cancellation of his alarm permit to the department, or upon receipt of notice from the director that his alarm permit has been terminated, revoked or otherwise has become invalid under this article, immediately notify the following persons that it is unlawful to operate or use the alarm system, or to cause or allow it to be operated or used until a new alarm permit has been applied for and issued by the department:
  - a. Persons-in-control of the alarm site;
  - b. Persons who will be in control of the alarm site after the permit holder's relinquishment of control;
  - c. The alarm subscriber; and
  - d. The alarm systems company.
- (11) Keep the alarm permit at the alarm site and produce the alarm permit for inspection upon the request of the police chief or the director.
- (12) Promptly give updated alarm permit application information to the department in writing when any information contained in or relevant to the alarm permit application has changed or is out of date. The updated information in all circumstances must be provided within 15 days after the information changed or became out of date.

- (13) Comply with all requirements of this article and applicable city and police department policies, procedures, standards and regulations.

**Sec. 11-65. Duty of person notified by police department to provide access to premises.**

Any person who is notified by a member of the police department that an alarm signal has been received from an alarm system and who is able to give access to the alarm site shall come to the alarm site within one hour of the time such person is notified of such signal and shall provide the police department any necessary access or assistance.

**Sec. 11-66. Other requirements for operation of alarm systems; prohibitions.**

No person shall install or cause or allow to be installed and no person shall operate or use or cause or allow the operation or use of any alarm system unless all of the following requirements are met:

- (1) An alarm system that can be activated as a result of more than one type of emergency situation shall generate a unique alarm signal to designate that it has been triggered as a result of a holdup, a burglary, or any other different type of emergency situation to ensure that the proper alarm notification and a proper response, if any, can be made.
- (2) A local alarm shall have an automatic 30-minute shutoff from the time it generates an alarm signal and must not sound similar to a siren, an emergency vehicle, or a civil defense warning system. For purposes of this subsection, any alarm system that emits any variable tone (as opposed to a steady pitch or a ringing sound as is made by a bell) shall be considered to be emitting a sound that is similar to a siren, an emergency vehicle, or a civil defense warning system.
- (3) No holdup alarm shall include a money clip, pressure pad, or similar device that can cause the alarm system to be triggered inadvertently and shall be designed to ensure that it may be triggered only by deliberate human action.
- (4) No person shall use or permit the use of an automatic dialer or automatic dialing device.

**Sec. 11-67. False alarm signals prohibited; exceptions.**

(a) No person shall intentionally or knowingly cause an alarm system to be triggered for any purpose other than an emergency or threat of emergency of the kind for which the alarm system was designed to give notice; provided, however, it shall be an affirmative defense to prosecution under this subsection that the alarm system was triggered solely for the purpose of testing the alarm system and the person who tested the alarm system was duly licensed under Chapter 1702 Texas Occupations Code and took reasonable precautions to avoid any alarm notification being sent to the police department.

(b) This section shall not be deemed to apply to conduct prohibited by Chapter 42.06 of the Texas Penal Code, as presently enacted or subsequently amended.

**Sec. 11-68. Penalties for false alarms and non-permitted alarms; collection fees; hearing on false or non-permitted alarm determination.**

(a) *False alarm.* For a burglar alarm system, the permit holder will be charged a penalty based on the following table for each false alarm, provided a response is made by the police department to the alarm site within 30 minutes of the alarm notification, in excess of three during the preceding 12-month period:

<b>False Alarm</b>	<b>Penalty</b>
4 <sup>th</sup> false alarm.....	\$ 50.00
5 <sup>th</sup> false alarm.....	\$ 50.00
6 <sup>th</sup> false alarm.....	\$ 75.00
7 <sup>th</sup> false alarm.....	\$ 75.00
8 <sup>th</sup> false alarm.....	\$100.00
Each additional.....	\$100.00

(b) *False residential panic or holdup alarm.* For a residential alarm site, the permit holder of a panic or holdup alarm system will be charged a penalty based on the following table for each false panic or holdup alarm in excess of one during the preceding 12-month period:

<b>False Alarm</b>	<b>Penalty</b>
2 <sup>nd</sup> false alarm.....	\$ 100.00
3 <sup>rd</sup> false alarm.....	\$ 200.00
4 <sup>th</sup> false alarm.....	\$ 300.00
5 <sup>th</sup> false alarm.....	\$ 400.00
Each additional.....	\$ 400.00

(c) *False non-residential panic or holdup alarm.* For a non-residential alarm site, the permit holder of a panic or holdup alarm system will be charged a penalty based on the following table for each false panic or holdup alarm in excess of one during the preceding 12-month period:

<b>False Alarm</b>	<b>Penalty</b>
2 <sup>nd</sup> false alarm.....	\$ 200.00
3 <sup>rd</sup> false alarm.....	\$ 400.00
4 <sup>th</sup> false alarm.....	\$ 500.00
5 <sup>th</sup> false alarm.....	\$ 500.00
Each additional.....	\$ 500.00

(d) *Alarm generated by a non-permitted alarm system.* If HEC or the police department receives an alarm notification, regardless of whether the alarm is false, from an alarm system that does not have a valid alarm permit, the alarm subscriber and the persons-in-control of any portion of the alarm site shall be charged a penalty for each such alarm notification and shall be jointly and severally liable to the city for payment thereof. The penalty amount will be determined based on the type of alarm notification received:

- (1) Residential burglar alarm system: \$100.00 for each alarm notification.
- (2) Non-residential burglar alarm system: \$200.00 for each alarm notification.
- (3) Residential panic or holdup alarm system: \$400.00 for each alarm notification.
- (4) Non-residential panic or holdup alarm system: \$500.00 for each alarm notification.

(e) *Notice.* A notice of each false alarm or alarm generated by a non-permitted alarm system shall be mailed to the permit holder by the director, or to any general addressee at the alarm site address if there is no valid alarm permit, within 30 days from the date of the alarm. The notice shall include:

- (1) The date of the alarm; and
- (2) The address of the alarm site, and if the alarm site is a multi-unit housing facility, the identification of the individual facility where the false alarm occurred.

Except for collection fees added pursuant to subsection (l) of this section, all fees and penalties assessed under this section shall be paid to the department within 30 days following the date that the city places the false or non-permitted alarm notice in the mail, unless a hearing has been timely requested under subsection (f) of this section.

(f) *Hearing on false or non-permitted alarm.* If the permit holder, or an alarm subscriber or other person-in-control if there is no valid alarm permit, disputes any part of the false or non-permitted alarm notice, such person (appellant) must mail or deliver a written statement to the director requesting a hearing. The request for hearing must be received by the director not later than the 30<sup>th</sup> day following the date that the city places the false or non-permitted alarm notice in the mail.

(g) *Purpose of hearing.* The sole purpose of the hearing set out in the preceding subsection shall be to ascertain whether the disputed alarm was false or generated by a non-permitted alarm system. The request for hearing shall specify facts and have documents and records attached that prove the alarm was not false or generated by a non-permitted alarm system.

(h) *Rules and procedures for hearing.* Hearings shall be conducted in accordance with the rules established for that purpose by the director. The proceedings shall be informal. Without limitation of other provisions that may be established in such rules, the records generated by the police department personnel who responded to the alarm shall be admissible as proof of their contents, and the police department personnel who responded shall not be required to testify at the hearing.

(i) *Authority of director.* The director shall have the discretion at any time prior to the hearing to reverse a determination that an alarm was false or generated by a non-permitted alarm system if the records clearly establish the alarm was not in fact false or generated by a non-permitted alarm system.

(j) *Burden of proof.* At the hearing, the burden shall be upon the appellant to demonstrate by a preponderance of the evidence that the alarm was not false or generated by a non-permitted alarm system.

(k) *Final decision.* The decision of the hearing officer shall be final, and fees and penalties assessed, if applicable, shall be paid within 15 days following the date that notice of the decision is mailed to the appellant.



(l) *Collection fee.* A collection fee of 30 percent of the false alarm penalty amount shall be added to each false alarm penalty assessed under this section if the false alarm penalty remains unpaid on the 61<sup>st</sup> day after it is due. Collection fees are due and payable on the day they are added to the false alarm penalty.

**Sec. 11-69. Common cause for a series of false alarms.**

(a) *In general.* Notwithstanding other provisions in this article to the contrary, false alarms of an alarm system may be accounted for as provided in this section to the extent the false alarms are attributable to a common cause.

(b) *Establishment of common cause; conditions.* A series of false alarms shall be deemed as originating from a common cause and counted as one false alarm if all of the following conditions are met:

- (1) The series of false alarms occurs within a seventy-two hour period;
- (2) The alarm system has a valid alarm permit at the time of the false alarms;
- (3) The cause of the series of false alarms is repaired before it generates additional false alarms;
- (4) Within 15 days after the end of the 72 hour common cause period, an alarm systems company duly licensed under Chapter 1702 of the Texas Occupations Code provides the police chief with documentation verifying the technical difficulty or malfunction that caused the series of false alarms, and that all necessary repairs have been completed;
- (5) During the 30 day period following the repair, the alarm system generates no additional false alarms from the documented common cause; and
- (6) There are no unpaid fees or penalties under this article due and owing from the permit holder.

(c) *Application of section.* This section shall not apply to:

- (1) The same alarm site, alarm system, alarm subscriber or permit holder more than once in any 24 month period; or
- (2) Non-permitted alarm systems.

**Sec. 11-70. Revocation of alarm permit; denied renewal; termination of police department response.**

(a) *Grounds for revocation or denial.* An alarm permit shall be revoked or denied renewal by the director for any of the following reasons:

- (1) *Unpaid amounts.* The permit holder has failed to make payment in full to the city for any fees and penalties due under this article within 60 days after the date the director has mailed a notice to the permit holder that the fees and penalties are due and owing, or within 15 days following the date of mailing of the decision notice adverse to the permit holder if an appeal has been timely filed;
- (2) *Burglar alarm system; excessive false alarms.* The permit holder for a burglar alarm system on a residential or non-residential alarm site accrues more than seven false alarms during the preceding 12 month period;
- (3) *Panic or holdup alarm system; excessive false alarms.* The permit holder for a panic or holdup alarm system accrues more than:
  - 3.... false alarms in the preceding.... 1-month period;
  - 4.... false alarms in the preceding.... 3-month period;
  - 5.... false alarms in the preceding.... 6-month period; or
  - 6.... false alarms in the preceding.... 12-month period;
- (4) *Code violations.* The permit holder has violated any applicable provision of this article or has failed to perform any duty imposed by this Code; or
- (5) *Other grounds.* Any fact or circumstance exists that would be a basis for denial of an application for issuance or renewal of an alarm permit, or the alarm permit was otherwise obtained or issued in error.

(b) *Effect of alarm permit revocation or expiration.* Upon revocation or expiration of the alarm permit by the director, the alarm system becomes a non-permitted alarm system, and all penalties, fees and punishments authorized by this article for a non-permitted alarm system are applicable.

(c) *Notice of alarm permit denial or revocation.* If the director denies an application for an alarm permit, the director shall cause a denial notice to be sent to the applicant at the address set out in the permit application and shall maintain a copy thereof. The notice shall state the reasons for the denial and advise the applicant of the right to a hearing as provided in section 11-71 of this Code.

(d) *Termination of police response.* The police department may decline or terminate police department response to any alarm site at any time without notice at the discretion of the police chief, except in those instances where a denial of response would be prohibited by state law.

#### **Sec. 11-71. Appeals.**

(a) *Appeal; written request required.* A person may appeal the denial or revocation of an alarm permit by delivering a written request for an appeal to the director not later than 15 days after the first date of mailing written notice of denial or revocation.

(b) *Hearing officer.* All appeal hearings shall be held by a hearing officer appointed by the director. The director shall not designate any person to perform the duties of appeal hearing officer under this section who has participated in the investigation of false alarms from the alarm site in question or has prior knowledge of the particular allegations or circumstances discovered in such investigation. The appeal hearing officer may, prior to the hearing, receive a copy of the notice given to the permit holder or applicant.

(c) *Assistant city attorney.* An assistant city attorney may be present at the hearing to advise the appeal hearing officer as to procedural matters; however, that assistant city attorney shall not participate in any determination of the facts.

(d) *Conduct of hearing; rules and procedures.* All appeal hearings shall be informal and conducted under rules established by the director consistent with the informal nature of the proceedings; provided, however, the following rules shall apply to all appeal hearings conducted under this section:

- (1) All parties shall have the right to representation by an attorney licensed to practice in Texas, though an attorney is not required.
- (2) Each party may present witnesses in his own behalf.
- (3) Each party shall have the right to cross examine all witnesses.
- (4) The appeal hearing officer shall consider only the evidence presented at the appeal hearing in rendering a final decision.

(e) *Authority of hearing officer.* The appeal hearing officer may affirm or reverse an alarm permit denial or revocation; however, no proceeding under this section may be used to address or reconsider whether an alarm signal was false or generated from a non-permitted alarm system. The exclusive remedy for determining whether an alarm was false or non-permitted shall be the review process established in section 11-68(f) - (k) of this Code.

**Sec. 11-72. Mandatory verification of burglar alarm; alarm notification.**

(a) Prior to generating an alarm notification, an alarm systems company shall verify the alarm signal and determine the permit status of the alarm system at the location of the alarm signal.

(b) *Notice; requirements.* An alarm notification to HEC or the police department shall include all of the following:

- (1) For a burglar alarm notification, whether the mandatory verification has been completed;
- (2) Type of alarm signal;
- (3) Alarm permit number and name of the permit holder;
- (4) Street address of the alarm site, including the particular suite, apartment, or individual facility number or other designation, if applicable;
- (5) If requested by the official receiving the alarm notification, the name(s) and local telephone number(s) of the person(s) to notify, if so authorized by the permit holder; and

- (6) Such additional information as HEC or the police department may reasonably require.

(c) *Policies and procedures; effect.* Policies and procedures instituted by the police chief may include provisions that if the alarm notification provided in subsection (b) of this section is incomplete or erroneous:

- (1) The request for dispatch shall be assigned a lower priority than would otherwise be the case; or
- (2) No officer shall be dispatched.

#### **Sec. 11-73. Alarm systems performance reviews.**

If the police chief believes that an alarm system is not being used or maintained in a manner that reasonably ensures proper operation and prevention of false alarms, the police chief may require a conference with the permit holder and the individual or other entity responsible for maintenance of the alarm system to review the circumstances of each alarm.

#### **Sec. 11-74. Violations; penalty; corporations; partnerships and associations.**

(a) Except where a fine is specifically stated herein, whenever in this article an act is prohibited or is made or declared to be unlawful or an offense or misdemeanor, or whenever in this article the doing of any thing or act is required or the failure to do any thing or act is prohibited, the violation of the provision shall be and constitute a misdemeanor punishable, upon conviction, by a fine of not less than \$250 nor more than \$500. Each violation shall constitute and be punishable as a separate offense. Prosecution or conviction under this provision is cumulative of and shall never be a bar to the imposition or collection of false alarm penalties, non-permitted alarm penalties, fees or any other civil or administrative remedy provided or allowed in this article.

(b) In addition to prohibiting or requiring certain conduct of individuals, it is the intent of this article to also hold a corporation, partnership, association, limited partnership, limited liability corporation or other such entity criminally responsible for acts or omissions performed by an agent acting on its behalf.

**Sec. 11-75. Certain notices; procedure.**

Any notice required or allowed by this article to be sent by the director to a permit holder or other person, unless expressly provided otherwise in this article, shall be considered sufficient if sent by first class U.S. mail to the permit holder's address, billing address or alarm site address as set forth in the alarm permit application or the most recent amendment thereto, or the address specified by the permit holder in writing to the department.

**Sec. 11-76. Standards and procedures.**

*Development of policies and procedures.* The director and the police chief, as applicable, shall have the authority to institute standards and procedures necessary to implement and enforce this article to ensure the effective utilization of police department and HEC resources, and the enhancement of public safety. In establishing any rules, regulations and policies regarding the administration of the permitting process, hearings or appeals, the director and the chief of police shall consult with each other to ensure to maximum efficiency and coordination between their departments.

**Sec. 11-77. Use and allocation of revenues.**

Revenues from alarm permit fees and penalties collected pursuant to this article shall be placed in the police special services fund and used to defray the costs associated with administering this article, including the costs of responding to alarm calls, and for other purposes of the department or the police department, except as may be limited by state law, including Local Government Code, Chapter 214, Subchapter F."

**Section 3.** The provisions of this Ordinance shall take effect on the 90<sup>th</sup> day next following the date of its passage and approval by the Mayor, and shall apply to all permits issued on or after the effective date of this Ordinance. Permits issued or renewed before the effective date of this Ordinance shall be governed by the former provisions of the Code of Ordinances, Houston, Texas, provided the alarm permits continuously remain valid, but in no event longer than 12 months after the effective date of this Ordinance. Upon expiration, revocation, cancellation or other event that causes or allows the permit to

become invalid, a new permit shall be applied for in accordance with this Ordinance. The former provisions of the Code of Ordinances are hereby saved from repeal for the limited purpose of their continued application to such previously issued permits.

**Section 4.** That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 5.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 6.** There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this

Ordinance shall be passed finally on such date and shall take effect as provided in  
**Section 3**, above.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor of the City of Houston

Prepared by Legal Dept.

04/04/2008

Requested by: Harold L. Hurtt, Chief of Police

L.D. No. 0620501418001



\_\_\_\_\_  
Senior Assistant City Attorney



TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Amendment to the Fire Classified Personnel Ordinance		<b>Category #3</b>	<b>Page</b> 1 of 1	<b>Agenda Item #</b>  13
<b>FROM (Department or other point of origin):</b> Human Resources Department Houston Fire Department		<b>Origination Date</b> March 27, 2008	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b> <i>C. Aldridge</i> Candy Clarke Aldridge, Acting HR Director		<b>Council District affected:</b> All		
<b>For additional information contact:</b> Karen DuPont 713.859.4934		<b>Date and identification of prior authorizing Council action:</b> Ordinance 2008-170, March 5, 2008		
<b>RECOMMENDATION: (Summary)</b> Adopt ordinance amending the Classified Personnel Ordinance to add one hundred (100) Probationary Fire Fighter positions.				
<b>Amount</b> None <b>Source of Funding:</b>		<b>Budget:</b>		
<b>SPECIFIC EXPLANATION:</b>  The Houston Fire Department has an operational need for one hundred (100) additional Probationary Fire Fighter positions. The Collective Bargaining Agreement lengthened the probationary period from one year to eighteen months. Consequently, there is more overlap of classes transitioning from the academy cadet to Probationary Fire Fighter status, which has led to the operational need for additional probationary positions. No additional cost is associated with these positions, since the HFD Fiscal Year 2008 Budget has included these employee costs.				
<b>REQUIRED AUTHORIZATION</b>				
<b>Finance Director:</b>	<b>Other Authorization:</b> <i>WFB</i> <i>79D</i> <i>Shirley Bahig</i>		<b>Other Authorization:</b>	

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

HCD08-70a

## 08-Cloudbreak Midtown

<b>SUBJECT:</b> An Ordinance authorizing a \$300,000 performance-based Loan Agreement between the City of Houston and Cloudbreak Houston, LLC, allocating CDBG funds, and approving a one-year extension to complete renovation of the project.	<b>Category #</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b> 14
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**FROM (Department or other point of origin):**Richard S. Celli, Director  
Housing and Community Development Department**Origination Date**  
04/10/08**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE:****Council District affected:**  
District "D"**For additional information contact:** Donald H. Sampley  
**Phone:** 713-868-8458**Date and identification of prior authorizing Council action:** 01/14/04 , 2004-15 and 06/27/07, 07-0742**RECOMMENDATION: (Summary)** The Housing and Community Development Department recommends approval of an Ordinance authorizing a Loan Agreement between the City of Houston and Cloudbreak Houston, LLC, and allocating \$300,000 CDBG Funds to pay a maturing seller note held by Anand Hospitality, Inc., a Senior Lender.**Amount and Source of Funding:**  
\$300,000 CDBG Fund**F&A Budget:****SPECIFIC EXPLANATION:**

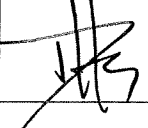
On January 14, 2004, City Council approved an ordinance authorizing a Loan and Grant Agreement between the City of Houston and Cloudbreak Houston, LLC, to provide \$3,300,000 (\$750,000 out of the Homeless and Housing Consolidated Fund, and \$2,550,000 in HOME Investment Partnership Funds), to finance a portion of the costs to acquire, renovate and convert the former 277 room Days Inn Hotel. During renovation an additional eight units were constructed bringing the total number to 285 units. The facility is located at 4640 Main Street, and was converted to provide housing for homeless veterans. The City of Houston funding was accomplished by providing: (1) a Performance-Based Grant in the amount of \$2,800,000, and (2) a Loan in the amount of \$500,000. Other funding for the project has been provided through a \$4,540,000 loan from Amegy Bank and a \$2,500,000 grant from Harris County.

On June 27, 2007, City Council approved an Ordinance to Amend the Loan and Grant Agreement between the City of Houston and Cloudbreak Houston providing an additional \$1,661,080 for additional renovation work to bring the development up to City and HUD standards. The City Loan was increase from \$500,000 to \$2,161,080 and was converted to a 0 % Performance Based Loan. A condition for funding of this amendment was that the City of Houston's Land Use Restriction Agreement (LURA) prime all other lenders' liens on the project.

The LURA provides for the restriction of fifty-one percent (51%) of the 285 units (146 units) as affordable housing units for a period of fifteen years. Of the 146 units, 30 units will be restricted to individuals whose annual income does not exceed 50% of AMI, and 116 units will be restricted to individuals whose annual income does not exceed 80% of AMI.

The Housing and Community Development Department recommends approval of an Ordinance authorizing an additional Loan Agreement in the amount of \$300,000 to provide funds to pay off a seller note that matures April 23, 2008, held by Anand Hospitality, Inc. Anand Hospitality is unwilling to grant an extension of this note, and is threatening foreclosure. The payment of this seller note will insure the continuance of the City's Restrictive

**REQUIRED AUTHORIZATION****F&A Director:****Other Authorization:****Other Authorization:**

<b>Date</b> 04/10/08	<b>Subject:</b> An Ordinance authorizing a \$300,000 performance-based Loan Agreement between the City of Houston and Cloudbreak Houston, LLC, allocating CDBG funds, and approving a one-year extension to complete renovation of the project.	<b>Originator's Initials</b> 	<b>Page</b> <u>2</u> of <u>2</u>
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Covenants and avoid any repayment to HUD should the City Restrictive Covenants be lost due to foreclosure of the Anand note. Additionally, the City recommends approval of a 12-month extension of the construction period to December 31, 2009 to complete the previously approved renovation work. The Senior Lenders, Amegy Bank of Texas, and Harris County have agreed to subordinate their liens to the City's Restrictive Covenants. With these subordinations, Cloudbreak will be able to restart the renovation work approved in June, 2007.

**SOURCE OF FUNDS:**

Amegy Bank	\$ 4,540,000
Harris County Grant	2,500,000
City Performance Based Loan – Home & CDBG Funds	2,161,080
City Performance Based Grant – Home & Bond Funds	2,800,000
City Performance Based Loan - CDBG Funds	300,000
Owner Equity	<u>290,000</u>
<b>TOTAL</b>	<b>\$ 12,591,080</b>

Terms of the City's \$2,800,000 Performance Based Grant are:

- Term shall be concurrent with the term of the affordability period of fifteen years;
- The Performance Based Grant shall not bear interest; and
- The Performance Based Grant will be deemed paid at the end of the 15-year Affordability Period so long as the borrower fully and timely complies with all of its obligations under the loan and grant documents.

Terms of the City's new \$300,000 Performance Based Loan shall be the same as the terms of the existing \$2,161,080 Performance Based Loan:

- Interest rate shall be zero percent (0%);
- The term of the loans will be 15 years;
- The Performance Based Loans will be deemed paid at the end of the 15-year Affordability Period so long as the borrower fully and timely complies with all of its obligations under the loan and grant documents.

The total cost of the Development is \$12,591,080; based on the total units of 285 the cost is \$44,179 per unit. The City of Houston will be funding \$5,261,080, which equates to \$36,035 per unit on the 146 restricted units.

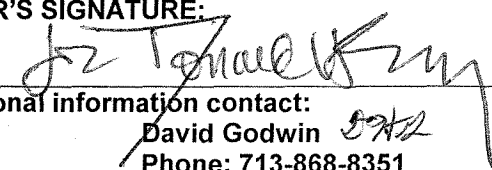
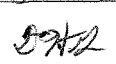

The Project is consistent with the City's Consolidated Plan to provide Affordable Housing for Low to Moderate Income individuals and homeless populations.

The Department recommends approval of an Ordinance to Authorize an additional Loan Agreement between the City of Houston and Cloudbreak Houston, LLC using \$300,000 of CDBG funds and approving a one-year extension to complete renovation work.

City Council approval is recommended.

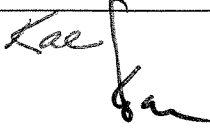
RCS: DS: JR

cc: Finance and Administration; Legal Department; City Secretary; Mayor's Office

<b>SUBJECT:</b> An Ordinance approving and authorizing a Grant Agreement between the City of Houston and Memorial Assistance Ministries to expand the parking lot at their Community Center which serves Low to Moderate income persons.		<b>Category #</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b>  15
<b>FROM (Department or other point of origin):</b> Richard S. Celli, Director Housing and Community Development		<b>Origination Date</b> 01/09/08		<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> Districts A, B, G, H		
<b>For additional information contact:</b> David Godwin  Phone: 713-868-8351		<b>Date and identification of prior authorizing Council action:</b> None		
<b>RECOMMENDATION: (Summary)</b> An ordinance authorizing a Grant Agreement between the City of Houston and Memorial Assistance Ministries which serves Low to Moderate income persons.				
<b>Amount of Funding:</b> \$150,000.00			<b>F&amp;A Budget:</b> 	
<b>SOURCE OF FUNDING</b> <input type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund <input type="checkbox"/> Other (Specify) <b>Community Development Block Grant (CDBG)</b> <b>Fund 5000</b>				
<b>SPECIFIC EXPLANATION:</b>				
<p>Memorial Assistance Ministries (MAM) is a non-profit organization that serves the Spring Branch area and approximately 15 Zip Codes surrounding the area. The agency has provided temporary assistance and promoted long-term self-sufficiency for low to moderate income persons for over 24 years. MAM'S clientele is primarily the working poor who have experienced unexpected difficulties. MAM receives ongoing financial support from a coalition that consists of 34 churches, individuals, and community organizations such as Houston Endowment, the Fondren Foundation and the Hamill Foundation. The agency administers an annual operating budget of 1.1 million dollars. In 2007, MAM provided assistance to over 29,000 individuals.</p> <p>The agency provides rent and utility assistance; health related referrals and assistance; job counseling and employment assistance; language classes; and help with applying for government assistance programs such as the Long Star, CHIP and Gold Card programs. The agency also provides free income tax preparation for families making less than \$40,000 a year and administers special programs targeted toward children, including free optometric exams, eyeglasses, school uniforms, and school supplies.</p> <p>In January of 2006, MAM constructed a new \$3,800,000.00 facility to serve those in their community who are in need as well as provide space for a resale store. The outstanding success of the new facility has resulted in a serious shortage of available parking at the site and in the area. MAM is seeking a grant to allow them to construct eighteen (18) additional parking spaces on their property.</p> <p>The Housing and Community Development Committee referred this request with a favorable recommendation on February 19, 2008. Approval of this Ordinance is recommended.</p>				
RSC:DHG:hb				
xc: City Attorney Mayor's Office City Secretary Finance and Administration				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b>		<b>Other Authorization:</b>		<b>Other Authorization:</b>

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Term Sheet - Terminal B Expansion Program - George Bush Intercontinental Airport/Houston (IAH)		<b>Category #</b>	<b>Page</b> 1 of 4	<b>Agenda Item #</b> 16
<b>FROM (Department or other point of origin):</b> Houston Airport System		<b>Origination Date</b> April 11, 2008	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> B		
<b>For additional information contact:</b> Eric Potts Phone: 281/233-1999 David Arthur 281/233-1388		<b>Date and identification of prior authorizing Council action:</b>		
<b>AMOUNT &amp; SOURCE OF FUNDING:</b>  N/A		<b>Prior appropriations:</b>		
<b>RECOMMENDATION: (Summary)</b> Enact an ordinance authorizing and approving the Term Sheet for the Terminal B Expansion Program at George Bush Intercontinental Airport/Houston (IAH).				
<b>SPECIFIC EXPLANATION:</b>  The Terminal B Expansion Program is planned to provide additional gates at Terminal B and a second Federal Inspection Services facility (Second FIS) to accommodate anticipated growth over the next ten years by Continental Airlines and other airlines. The Term Sheet designates the improvement projects to be completed by each party, establishes the basis for issuance of the Special Facility Revenue Bonds (SFRBs) by the City on behalf of Continental and provides specific provisions to be incorporated into the Continental Special Facility Lease.  City Project: The following projects will be constructed by the City: <ul style="list-style-type: none"><li>a) Terminal B South Ramp Replacement</li><li>b) Terminal B North Ramp Replacement</li><li>c) Terminal B Parking Structure Replacement</li><li>d) Infrastructure (which includes improvements to existing roadway, signage, utilities and fuel storage systems to accommodate the new facilities)</li><li>e) Expansion of the Automated People Mover (APM) to Terminal A.</li></ul>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Budget:</b>	<b>Other Authorization:</b>		<b>Other Authorization:</b>	

<b>Date</b> April 11, 2008	<b>Subject:</b> Term Sheet – Terminal B Expansion Program – George Bush Intercontinental Airport/Houston (IAH)	<b>Originator's Initials</b>	<b>Page</b> 2 of 4
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The City intends to finance the City Project primarily with the proceeds of Airport System Revenue Bonds, a significant portion of the debt service that would be payable from the proceeds of a Passenger Facility Charge (PFC) at IAH. The City may also use other Airport System financial resources.

**Continental Project:** The following projects will be constructed by Continental Airlines:

- a) Terminal B South Side Concourse Replacement Facility (including a central elevated passenger hold area connecting to three corridors that support thirty (30) regional jet aircraft gates.)
- b) Terminal B North Side Concourse Replacement Facility (consisting of a three-pier concourse connecting to the northwest concourse of the existing Terminal C designed to accommodate 30-35 aircraft gates.)
- c) Central Terminal B Redevelopment (consisting of either the refurbishment or rebuilding of the existing Terminal B and executed in phases to allow for the use of the facility during the renovation period.)
- d) Second FIS (constructed in the area presently used as a surface parking area east of the existing Central Terminal B Facility). The Second FIS will be designed to provide passenger processing of up to 2,500 passengers per hour.

**Schedule:** The City and Continental will use their best efforts to complete a Program Definition Manual detailing the scope, criteria and schematic layout of the City and Continental Projects within 75 days of the Effective Date of this Term Sheet.

Negotiations will start as soon as possible between the City and Continental to conclude an Amended and Restated Terminal B Special Facilities Lease for the proposed Continental Special Facilities to address the issuance of the proposed Continental SFRBs and Continental's use and occupancy of the planned new Terminal B and Second FIS.

**City Commitment:** The City will award construction contracts for the City Project on the basis of competitive bidding or other alternative delivery vehicles authorized by law and will take reasonable measures to prevent cost overruns. The City will use best efforts to optimize federal grant funding for the City Project under the FAA's Airport Improvement Program.

**Continental Commitment:** Continental will award construction contracts for the Continental Project on the basis of negotiation and/or competitive bidding and will take reasonable measures to prevent cost overruns. Continental will cooperate with the City in City's efforts to secure FAA funding for the City Project.

**M/WBE Participation:** Continental shall use best efforts to ensure that all of its contractors use good faith efforts to meet the City's goals for M/WBE participation in the Continental Project, exclusive of sole-source procurement or other exceptions as may be provided for in City guidelines.

**Special Facility Revenue Bonds (SFRBs):** The City shall use best efforts to authorize and issue, on behalf of Continental, two or more installments of Airport System Special Facility Revenue Bonds in an amount not to exceed \$800 million that will be payable solely from the net rentals to be required by the Special Facilities Lease. The bonds will be issued for a term up to 25 years from the estimated Date of Beneficial Occupancy (DBO) of the facilities being financed and will provide for payments of interest-only for up to the 10<sup>th</sup> year preceding maturity of the Continental SFRBs. During the remaining term, the principal and interest of the Continental SFRBs shall be amortized at approximately level annual total debt service.

<b>Date</b> April 11, 2008	<b>Subject:</b> Term Sheet – Terminal B Expansion Program – George Bush Intercontinental Airport/Houston (IAH)	<b>Originator's Initials</b>	<b>Page</b> 3 of 4
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**Special Facility Lease:** Continental will be responsible for all costs associated with Terminal B and the Second FIS including all costs allocable to public and concession areas located within such facilities and will pay a ground rental rate consistent with current HAS appraisal practices. The rental rate will escalate at 15% every five years.

The term of the Special Facility Lease will be 30 years from the commencement of the Special Facility Lease (estimated to be 25 years from the DBO of Terminal B North) with an option to Continental to extend the term for an additional five (5) years.

Continental will receive revenue from the “inside concessions” (food and beverage, retail, etc.) in Terminal B and the Second FIS beginning at the staged commencement dates corresponding to the phased construction of the Program. The City will periodically on such dates assign to Continental each applicable existing inside concession contract in Terminal B. Continental and the City agree to develop a plan to minimize the cost of transitioning the inside concessions.

Continental will pay to the City annually, an amount equal to 10% of all net inside concession rent paid to Continental subject to an annual maximum of \$1 million. The City will retain control and revenue from all “outside concessions,” (parking, rental car and ground transportation, etc.).

**Rate-Making Procedures:** Beginning at the DBO of the Second FIS, Continental will guarantee a minimum traffic level through the Central FIS. The guaranteed minimum traffic level will be the lesser of (i) the total number of arriving international passengers processed through both the Central FIS and Second FIS during any fiscal year or (ii) 3.2 million total international arriving passengers using the Central FIS (escalating by 5% on the later of (i) the fifth anniversary of DBO of the Second FIS, or (ii) December 31, 2018.)

**Use of Terminal B Gates:** Continental will have exclusive use of all gates and facilities of the new Terminal B South Concourse and North Concourse and preferential use of the aircraft parking positions on the south apron and the north apron. The City will have the right throughout the term to take back gates on the North Concourse should Continental be unable to sustain an average of four (4) flights per day at each gate.

**Terminal C:** Continental and the City agree to extend Continental’s lease of Terminal C for ten (10) years upon the same terms.

**Terminal D:** Upon DBO of the Second FIS, Continental will relinquish its preferential gate rights on gates 1, 2 and 3 in Terminal D. Additionally, effective upon the execution of the Special Facility Lease; Continental will relinquish its restricted priority basis rights with respect to three other narrow body aircraft gates in Terminal D.

**APM Extension to Terminal A:** The City will be responsible for the design, procurement and financing of the extension of the APM to Terminal A. Continental will manage the construction and procurement contracts on behalf of the City under a project development agreement.

**Passenger Facility Charge (PFC):** Continental agrees to support the City’s imposition of a \$3 PFC at IAH.

<b>Date</b> April 11, 2008	<b>Subject:</b> Term Sheet – Terminal B Expansion Program – George Bush Intercontinental Airport/Houston (IAH)	<b>Originator's Initials</b>	<b>Page</b> 4 of 4
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City Council approval for the imposition of a \$3 PFC is being requested separately and concurrent with the Terminal B Term Sheet. The issuance of Special Facility Revenue Bonds, the Continental Special Facility Lease and agreements to complete the City Project will be submitted separately for Council consideration and authorization.

The Transportation, Infrastructure and Aviation Committee and the Budget and Fiscal Affairs Committee reviewed this matter on April 10, 2008.

RMV: DKA

#### Attachments

cc: Ms. Marty Stein  
Mr. Anthony W. Hall, Jr.  
Mr. Arturo G. Michel  
Ms. Velma Laws  
Mr. Richard M. Vacar  
Mr. David Arthur  
Ms. Janet Schafer  
Ms. Ellen Erenbaum  
Mr. Eric Potts  
Ms. Kathy Elek  
Mr. John S. Kahl  
Mr. Carlos Ortiz  
Mr. Adil Godiwalla  
Mr. John Silva  
Ms. Janice Woods  
Mr. Aleks Mraovic



TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Approve an ordinance providing for Passenger Facility Charges at George Bush Intercontinental Airport/Houston (IAH)		<b>Category #</b>	<b>Page</b> 1 of 2	<b>Agenda Item #</b> <i>16A</i>
<b>FROM (Department or other point of origin):</b> Houston Airport System		<b>Origination Date</b> April 11, 2008		<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b> <i>[Signature]</i>		<b>Council District affected:</b> B		
<b>For additional information contact:</b> David Arthur <b>Phone:</b> 281-233-1388 Eric Potts      281-233-1999		<b>Date and identification of prior authorizing Council action:</b>		
<b>AMOUNT &amp; SOURCE OF FUNDING:</b>  Revenue:      FY 2009      \$ 28.4 million FY 2010 - 2015      \$ 373.9 million		<b>Prior appropriations:</b>		
<b>RECOMMENDATION: (Summary)</b> Approve an ordinance providing for Passenger Facility Charges at George Bush Intercontinental Airport/Houston (IAH).				
<b>SPECIFIC EXPLANATION:</b>  49 U.S.C. 40117 provides that the Secretary of Transportation may authorize an eligible agency to impose a Passenger Facility Charge (PFC) on certain paying passengers of air carriers in order to finance PFC-eligible airport related projects. This mechanism provides an additional source of capital funding for eligible projects (past and future), through pay-as-you-go and/or debt supported financing. Eligible projects include those that preserve or enhance safety, security, or capacity; reduce noise or mitigate noise impacts per standards; or enhance competition.  On March 29, 2006, the Houston Airport System (HAS) received approval from City Council to apply for a PFC and on August 10, 2006, the FAA approved HAS to begin collecting a PFC at William P. Hobby Airport (HOU) as of November 1, 2006.  HAS and Continental Airlines have concluded negotiations for the Terminal B Expansion Program at George Bush Intercontinental Airport/Houston (IAH) in order to provide additional domestic and international aircraft gates at an expanded Terminal B and a second Federal Inspection Services facility to accommodate the anticipated increase in domestic and international service over the next ten years by Continental Airlines and other airlines operating at IAH. As a part of these negotiations, HAS and Continental agreed that a \$3 PFC would be an appropriate way to finance some of the				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Budget:</b>	<b>Other Authorization:</b>		<b>Other Authorization:</b>	

<b>Date</b> April 11, 2008	<b>Subject:</b> Approve an ordinance providing for Passenger Facility Charges at George Bush Intercontinental Airport/Houston (IAH)	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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costs of the airport's eligible capital improvement projects. Through this program, a \$3 charge will be levied on the carriers and remitted to the airport. Implementation of the PFC program will provide a new source of equity capital and reduce HAS' reliance on debt while helping to reduce airline costs/rates, thereby making the airport more competitive.

It is recommended that City Council approve an ordinance authorizing the imposition and use of PFCs at IAH. In doing so, the City Council authorizes the Director of HAS to serve as the City's representative to file PFC project applications with the FAA and take necessary actions to adopt and implement the program in accordance with federal statutes and regulations to include collection of PFCs and expenditures for FAA approved projects. Further, in the event HAS ever wants to change the PFC amount, Council action would be required.

The Transportation, Infrastructure and Aviation Committee and the Budget and Fiscal Affairs Committee reviewed this matter on April 10, 2008.

RMV:DKA

#### Attachments

cc: Ms. Marty Stein  
Mr. Anthony W. Hall, Jr.  
Mr. Arturo G. Michel  
Ms. Velma Laws  
Mr. Richard M. Vacar  
Mr. David Arthur  
Ms. Janet Schafer  
Ms. Ellen Erenbaum  
Mr. Eric Potts  
Ms. Kathy Elek  
Mr. John S. Kahl  
Mr. Carlos Ortiz  
Mr. Adil Godiwalla  
Mr. John Silva  
Ms. Janice Woods  
Mr. Aleks Mraovic

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Amendment No. 1 to the Professional Architectural/Engineering Services Contract with Hellmuth, Obata & Kassabaum, L.P. for the Design of the APM System Extension from Terminal B to Terminal A at George Bush Intercontinental Airport/Houston (IAH), Project No. 536F (WBS # A-000 354-0001-3-02-01; Contract No. 4600007112).	<b>Category #9</b>	<b>Page 1 of 2</b>	<b>Agenda Item #</b>  17
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**FROM (Department or other point of origin):**

Houston Airport System

**Origination Date**

April 3, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE:***Don Kae Jan***Council District affected:**

B

**For additional information contact:**

Eric R. Potts

Phone: 281-233-1999

John S. Kahl

281-233-1941

**Date and identification of prior authorizing Council action:**

10/11/2006 (O) 2006-1022

**AMOUNT & SOURCE OF FUNDING:**

CIP No. A-0354.16.2 \$4,800,064.00 - HAS Consolidated 2004 AMT Construction Fund (8203)

CIP No. A-0422.06.5 \$ 84,001.00 - Airports Improvement Fund (8011)

Total \$4,884,065.00

**Prior appropriations:**CIP No. A-0354.15.2.....\$8,896,887.00  
Airports Improvement Fund (8011)CIP No. A-0422.05.5.....\$155,700.00  
Airports Improvement Fund (8011)

Total.....\$9,052,587.00

**RECOMMENDATION: (Summary)**

~~Adopt~~ an ordinance to approve Amendment No. 1 to the Professional Architectural/Engineering Services Contract with Hellmuth, Obata & Kassabaum (HOK), L.P. and appropriate the necessary funds to finance the cost of these services.

**SPECIFIC EXPLANATION:**

On October 11, 2006, the City entered into Contract with Hellmuth, Obata & Kassabaum (HOK), L.P. in the amount of \$8,896,887.00 for the design of the APM Extension at George Bush Intercontinental Airport/Houston (IAH). Services performed to date have included the preparation of design and construction documents for underground utility modifications, the APM guideway, the station at Terminal A, and the north and south connector corridors. It was stipulated that the Houston Airport System would be subsequently requesting additional funds for Construction Phase Services by amendment to the contract.

It is requested that Council approve Amendment No.1 in the amount of \$4,800,064.00 which will provide Construction Phase Services.

**FEES:** The total amount to be appropriated is as follows:

Construction Phase Services	\$4,557,624.00
Special Services	\$ 50,000.00
Reimbursable Expenses	\$ 192,440.00
Total Fees	\$4,800,064.00
Civic Art Appropriation	\$ 84,001.00
Total Appropriation	\$4,884,065.00

**REQUIRED AUTHORIZATION**

NDT

**F&A Budget:***MWS***Other Authorization:****Other Authorization:**

<b>Date</b> April 3, 2008	<b>Subject:</b> Amendment No. 1 to the Professional Architectural/ Engineering Services Contract with Hellmuth, Obata & Kassabaum, L.P. for the Design of the APM System Extension from Terminal B to Terminal A at George Bush Intercontinental Airport/Houston (IAH), Project No. 536F (WBS # A-000354- 0001-3-02-01; Contract No. 4600007112).	<b>Originator's Initials</b> RN	<b>Page</b> <b>2 of 2</b>
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**M/WBE PARTICIPATION:**

Of the total appropriation, \$2,473,625.00 will be expended for services provided by Lea & Elliott, a specialty System Consultant who will provide construction phase services for the train and guideway system. The Office of Affirmative Action and Contract Compliance has established a twenty-four (24%) M/WBE goal on the remainder of the appropriated amount (\$2,326,439.00). The M/WBE goal will be met by the following certified firms:

<b>Firm</b>	<b>Type of Work</b>	<b>Amount</b>	<b>% of Contract</b>
Rey de la Reza Architects, Inc.	Architectural Design Services	\$ 291,861.00	12.54 %
Shah Smith & Associates	Mechanical, Electrical, Plumbing	\$ 175,913.00	7.56 %
Ferguson Consulting, Inc.	Telecommunication and Electrical	\$ 13,270.00	.57 %
	Engineering Design Service		
B & E Reprographics, Inc.	Printing/Reprographics	\$ 80,000.00	3.44 %
	Total	\$ 561,044.00	24.11 %

Hellmuth, Obata & Kassabaum, L.P. is currently achieving 25.05% M/WBE participation on the 24% goal.

RMV: ERP: AG: BS: JDW

**Attachments**

cc: Ms. Marty Stein	Mr. Frank D. Crouch
Mr. Anthony W. Hall, Jr.	Mr. John S. Kahl
Mr. Arturo G. Michel	Mr. Adil Godiwalla
Ms. Velma Laws	Ms. Kathy Elek
Mr. Richard M. Vacar	Mr. Aleks Mraovic
Mr. David K Arthur	Mr. John Silva
Ms. Ellen Erenbaum	Ms. Janice D. Woods
Mr. Eric R. Potts	Ms. Marlene McClinton
Mr. Carlos A. Ortiz	Mr. J. Goodwille Pierre

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Construction contract with W. W. Webber, LLC for Automated People Mover Phase 3, Package 2 – APM Guideway at George Bush Intercontinental Airport/Houston (IAH), Project No. 536J (WBS # A-000354-0003-4-01).		<b>Category</b> # 7	<b>Page</b> 1 of 2	<b>Agenda Item</b> # 18				
<b>FROM (Department or other point of origin):</b> Houston Airport System		<b>Origination Date</b> April 2, 2008	<b>Agenda Date</b> APR 18 2008					
<b>DIRECTOR'S SIGNATURE:</b> <i>Lae</i> <i>ga</i>		<b>Council District affected:</b> B						
<b>For additional information contact:</b> Eric R. Potts Phone: 281-233-1999 John S. Kahl 281-233-1941		<b>Date and identification of prior authorizing Council action:</b> N/A						
<b>AMOUNT &amp; SOURCE OF FUNDING:</b> CIP No. A-0354.19.3 \$24,551,904.00 HAS-Consd2004AMT (8203) CIP No. A-0422.25 \$ 397,832.00 Airport Improvement Fund (8011) Total \$24,949,736.00		<b>Prior appropriations:</b> N/A						
<b>RECOMMENDATION: (Summary)</b>  Enact an ordinance to award a construction contract to W. W. Webber, LLC in the amount of \$22,733,244.34 and appropriate the necessary funds to finance this project.								
<b>SPECIFIC EXPLANATION:</b>  <b>PROJECT LOCATION:</b> Terminals "A" and "B" at George Bush Intercontinental Airport/Houston.  <b>PROJECT SUMMARY:</b> Project 536J is the second in a series of projects to extend the Automated People Mover (APM) from Terminal "B" to Terminal "A". This project consists of the construction of the foundation, guideway substructure, and associated Power Distribution Substation.  The full contract term is 365 days. Design and contract document preparation was conducted by Hellmuth, Obata & Kassabaum, LP.  <b>BIDS DATE:</b> Bids were received on January 17, 2008, as follows:  <table border="0"> <tr> <td>W. W. Webber, LLC</td> <td>\$22,733,244.34</td> </tr> <tr> <td>J.D. Abrams, L.P.</td> <td>\$24,294,335.00</td> </tr> </table>					W. W. Webber, LLC	\$22,733,244.34	J.D. Abrams, L.P.	\$24,294,335.00
W. W. Webber, LLC	\$22,733,244.34							
J.D. Abrams, L.P.	\$24,294,335.00							
<b>REQUIRED AUTHORIZATION</b>								
<b>F&amp;A Budget:</b> <i>MSS</i> <i>Mitchell M. M. M.</i>	<b>Other Authorization:</b>		<b>Other Authorization:</b>					

<b>Date</b> April 2, 2008	<b>Subject:</b> Construction contract with W. W. Webber, LLC for Automated People Mover Phase 3, Package 2 – APM Guideway at George Bush Intercontinental Airport/Houston (IAH); Project No. 536J (WBS # A-000354-0003-4-01).	<b>Originator's Initials</b> RLN	<b>Page</b> 2 of 2
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**ENGINEERING TESTING SERVICES CONTRACT:** Engineering testing services will be provided by Terracon, Inc. under the existing general geotechnical and testing services Contract No. 53699.

**PROJECT COST:** The total amount to be appropriated is as follows:

\$22,733,244.34	Construction Contract Services
\$ 1,136,662.00	5% Construction Contingency
\$ 568,331.00	2.5% Engineering Testing Services
\$ 113,666.66	0.5% Overhead and Salary Recovery for City Department
<u>\$ 397,832.00</u>	1.75% Civic Art Program, Ord. No. 2006-731
\$24,949,736.00	<b>TOTAL COST</b>

**M/WSBE PARTICIPATION:** The following certified firms have been submitted to fulfill the 15.0% MBE, 6.0% SBE, and 3.0% WBE, goal set for this project, for a total of 24.0%:

<b>Firm</b>	<b>Type of Work</b>	<b>Amount</b>	<b>% of Contract</b>	
Rozco Contracting, Inc. (MBE)	Excavating & Paving	\$ 3,397,818.00	14.95	%
Indus Construction, L.P. (SBE)	Paving & Reinforcing Steel	\$ 1,398,293.00	6.15	%
Arc Light Electric, Inc. (WBE)	Electrical Components	\$ 682,500.00	3.00	%
<b>Total:</b>		<b>\$ 5,478,611.00</b>	<b>24.10</b>	<b>%</b>

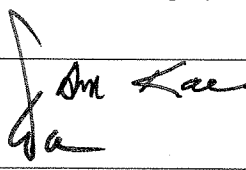

RMV:ERP:JSK:RLN

**Attachments**


cc: Ms. Marty Stein	Mr. Richard M. Vacar	Mr. Carlos Ortiz	Mr. John Silva
Mr. Anthony W. Hall, Jr.	Mr. David K. Arthur	Mr. Frank D. Crouch	Ms. Janice D. Woods
Mr. Arturo G. Michel	Mr. Eric R. Potts	Mr. John S. Kahl	Ms. Marlene McClinton
Ms. Velma Laws	Ms. Kathy Elek	Mr. Adil Godiwalla	
Mr. Aleks Mraovic	Mr. Robert L. Nesbett	Mr. J. Goodwille Pierre	

TO: Mayor via City Secretary


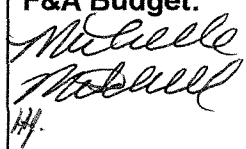
## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> De-appropriate \$683,837.00 (WBS # A-000486-0001-3-03-01) out of FAA Grant No. 3-48-0111-47-03 (8000) from Project 612 and appropriate \$683,837.00 (WBS # A-000486-0001-3-01-01) out of Airports Improvement Fund (8011) for Houston Airport System (HAS) Project No. 612 (Contract No. 4600004519).		<b>Categor y #</b>	<b>Page 1 of 1</b>	<b>Agenda Item #</b>  19
<b>FROM (Department or other point of origin):</b> Houston Airport System		<b>Origination Date</b> March 31, 2008		<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> B, I		
<b>For additional information contact:</b> David K. Arthur <b>Phone:</b> 281/233-1388 Ellen Erenbaum      281/233-1981		<b>Date and identification of prior authorizing Council action:</b> 2003-0307 (O) April 2, 2003 2004-0866 (O) August 18, 2004		
<b>AMOUNT &amp; SOURCE OF FUNDING:</b> CIP A-0486 (\$683,837.00) FAA Grant No. 3-48-0111-47-03 (8000) CIP A-0486 <u>\$683,837.00</u> HAS-Airports Improvement (8011)  \$      0.00		<b>Prior appropriations:</b> \$ 7,610,000.00 CIP #A-0486 Various Funds \$ 19,800,000.00 CIP #A-0486 Various Funds \$ 27,410,000.00 Total		
<b>RECOMMENDATION: (Summary)</b> Approve an ordinance authorizing the de-appropriation of \$683,837.00 of the appropriation associated with FAA Grant #3-48-0111-47-03 for Project No. 612, CIP A-0486 and appropriate \$683,837.00 from the Airports Improvement Fund (8011) in lieu thereof.				
<b>SPECIFIC EXPLANATION:</b>  On April 2, 2003, City Council approved the appropriation of \$7,610,000.00 from various operating, capital and grant funds and awarded a contract to Parsons Infrastructure & Technology Group, Inc. (later assigned to Parsons Water & Infrastructure Inc.) for security program consulting services (Project No. 612). On August 18, 2004, City Council appropriated \$19,800,000.00 including \$18,300,000.00 for Amendment No. 1 to the contract for Explosive Detection Systems (EDS) at George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport and \$1,500,000.00 for temporary funding purposes.  It has now been determined that \$683,837.00 of the funds appropriated for Project No. 612 out of the HAS-FAA Grant Fund (8000) through FAA Grant No. 3-48-0111-47-03 will not be spent in time to successfully utilize the available grant funds. Therefore, the Houston Airport System (HAS) recommends de-appropriating \$683,837.00 out of HAS-FAA Grant Fund (8000), currently appropriated for Project No. 612, and appropriating \$683,837.00 out of the HAS-Airports Improvement Fund (8011) for Project No. 612 in lieu thereof. This action will substitute the grant funded source (8000) for Project No. 612 with a non-grant funded source (8011), effectively leaving \$683,837.00 of grant funds available for appropriation for another project. HAS has identified another security enhancement project at IAH (Project No. 612H) involving EDS equipment for which the \$683,837.00 of HAS-FAA Grant Fund are eligible and may be applied immediately. Under a separate Council action, HAS is proposing to appropriate the available grant funds, which are currently appropriated for Project No. 612, to Project No. 612H.  RMV: DKA: EE  cc: Ms. Marty Stein      Mr. Richard M. Vacar      Ms. Carolyn Walker Mr. Anthony W. Hall Jr.      Mr. David K. Arthur      Ms. Marlene McClinton Mr. Arturo G. Michel      Ms. Ellen Erenbaum      Mr. Aleks Mraovic Ms. Velma Laws      Mr. Eric R. Potts      Ms. Janice Woods Mr. John Silva      Mr. John S. Kahl      Ms. Kathy Elek				

## REQUIRED AUTHORIZATION

<b>F&amp;A Budget:</b> 	<b>Other Authorization:</b>	<b>Other Authorization:</b>
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# REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Ordinance approving Houston Galveston Area Council (HGAC) Solid Waste Implementation Grant to establish a REUSE Warehouse		<b>Category</b>	<b>Page 1 of</b> 1	<b>Agenda Item #</b> 20
<b>FROM (Department or other point of origin):</b> Solid Waste Management Department		<b>Origination Date:</b> April 10, 2008		<b>Agenda Date:</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b>  Harry J. Hayes, Director		<b>Council District affected:</b> ALL		
<b>For additional information contact:</b> Sarah Mason: 713-247-2651 Marilyn Leday: 713-837-9138		<b>Date and identification of prior authorizing Council action:</b>		
<b>RECOMMENDATION:</b> Adopt ordinance approving acceptance of HGAC Solid Waste Implementation Grant to establish a REUSE Warehouse to recycle used building materials				
<b>Amount and source of funding:</b> \$149,661.00 - HGAC Grant Funds (5030) \$300,000.00 - In Kind City Match \$449,661.00 - Total Project Funding				<b>F&amp;A Budget:</b> 
<b>EXPLANATION:</b> <p>The Solid Waste Management Department (SWM) and Mayor's Office of Environmental Affairs applied and have been approved for a Solid Waste Implementation Grant in the amount of \$149,661 from the Houston Galveston Area Council (HGAC). The reimbursement grant will be used to establish a REUSE Warehouse at 9003 N. Main to accept used building and construction materials that will be made available at no cost to not-for-profit organizations. The purpose of the program is to divert reusable construction materials from local landfills so they may be reclaimed for productive use by the non-profits. A portion of the grant will fund one full-time and one part-time position to manage the program.</p> <p>The City will use the 9003 N. Main site, formerly surplus property, as part of the matching requirement for the grant. The warehouse build-out will be administered by the General Services Department under an existing contract. Eventually, the site will also house a SWM Neighborhood Depository and Recycling Drop-Off Center, scheduled to open in FY2010.</p> <p>SWM has established criteria for suitable donations, such as odd lots of flooring material, lumber scraps, surplus cabinetry or plumbing fixtures, which may be donated to the REUSE Warehouse by businesses or the general public. No material processing will take place at the facility and only material meeting criteria will be accepted. Incoming and outgoing material weights will be tracked using an electronic floor scale or pallet jack. The project manager will maintain an itemized inventory of all items.</p>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>  Elena Marks, Director Mayor's Office of Public Health and Environmental Affairs		<b>Other Authorization:</b>	



# REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 7840

**Subject:**

An Ordinance appropriating funds from the FY08 Equipment Acquisition Fund for the purchase of various informational technology equipment items for Houston Fire Department Arson Division

Category #  
5

Page 1 of 1

Agenda Item

21

**FROM (Department or other point of origin):**

Phil Boriskie  
Fire Chief  
Fire

*Phil Boriskie*

**Origination Date**

February 28, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

**Council District(s) affected**  
All

**For additional information contact:**

Karen Dupont  
Jack Williams

Phone: (713) 859-4934

Phone: (713) 247-8793

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approval of an Ordinance appropriating funds from the FY08 Equipment Acquisition fund for the purchase of Arson Case Management software and other information technology equipment for the Houston Fire Department Arson Division.

\$82,714.50

FY08 Equipment Acquisition Fund 1800

WBS X 120003

F&A Budget

*Mitchell*  
*per IT Plan*

**SPECIFIC EXPLANATION:**

The Houston Fire Department requests City Council approve an Ordinance to appropriate \$82,714.50 from the FY08 Equipment Acquisition Fund (Fund 1800) to purchase Arson case management software and associated equipment for laptop computers such as mobile printers and magnetic strip readers for use by HFD Arson Investigators working in the field.

HFD is implementing a mobile workforce initiative for our Arson Investigators. This initiative is expected to increase an Investigator's efficiency via the ability to have their "office" (a laptop, aircard and printer) with them at all times to file reports and take statements while in the field.

The software component of the initiative includes case management system with searchable database specifically geared for Arson Investigators as well as crime lab management application for the processing and tracking of evidence.

This procurement allows HFD to meet an obligation of the Collective Bargaining Agreement as found in Article 24, Section 5 (d) and is consistent with the HFD Strategic Information Plan as approved by City IT.

**Item to be purchased**

**Quantity**

**Cost**

HP Deskjet mobile printer	10	\$3,010.00
Mag-Tek Swipe reader	70	\$7,388.50
VeriPic Barcode System	1	\$15,967.40
HP 65W AC auto adapter	70	\$6,930.00
Fire Files Case Management Software	70	\$48,508.60
USB Cables	70	\$910.00
		<u>\$82,714.50</u>

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

*Phil Boriskie*

# **REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7842**

**Subject:**

Ordinance to appropriate funds from the Fire Consolidated Construction Fund for parking lot construction services at 400 Jefferson.  
WBS # C-000089-0004-4

Category #  
7

Page 1 of 1

Agenda Item

**22**

**FROM (Department or other point of origin):**

Phil Boriskie  
Fire Chief  
Fire

*Phil Boriskie*

**Origination Date**

February 28, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

**Council District(s) affected**  
All

**For additional information contact:**

Karen Dupont  
Jack Williams

Phone: (713) 859-4934  
Phone: (713) 247-8793

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

The Fire Chief recommends that funding be appropriated from the Fire Consolidated Construction Fund for parking lot construction at 400 Jefferson.

\$83,876.67

Fire Consolidated Construction Fund (4500)

**F & A Budget**

*Phil Boriskie*

**SPECIFIC EXPLANATION:**

The Fire Chief recommends that City Council approve an Ordinance authorizing the appropriation of funds from the Fire Consolidated Construction Fund for parking lot construction services at 400 Jefferson.

The Houston Fire Department will use appropriated funds to reimburse Public Works & Engineering for their services in constructing a parking lot at 400 Jefferson for the use of HFD employees and visitors to our offices at 500 Jefferson located on the 15<sup>th</sup> and 16<sup>th</sup> floor. HFD has approximately 125 persons assigned to that work location requiring parking and City vehicle storage on a daily basis. The leasing agreement at 500 Jefferson secures 90 spaces in the attached garage. Vacant land across the street from the building was identified as a solution to the need for visitor and employee parking as well as storage parking for City vehicles assigned to the various Command staff offices located at 500 Jefferson. Due to a recent reorganization of our Command staff locations the need for additional parking was immediate. PWE assisted by providing rapid, cost effective service.

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization

*Phil Boriskie*


Other Authorization:

*Phil Boriskie*

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

R

<b>SUBJECT:</b> Ordinance amending Ordinance No. 2005-0950 to increase the maximum contract amount for contract # C57212 with the Spay Neuter Assistance Program, Inc.		<b>Category #</b> 9	<b>Page</b> 1 of 1	<b>Agenda Item #</b> 23
<b>FROM (Department or other point of origin):</b> Stephen L. Williams, M.Ed., M.P.A. Director-Houston Department of Health and Human Services		<b>Origination Date</b> 03/12/08	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b> 		<b>Council District affected:</b> ALL		
<b>For additional information contact:</b> Kathy Barton Telephone: 713-794-9998 or 713-826-5801		<b>Date and identification of prior authorizing Council action:</b> 08-10-05 ; 2005-0950		
<b>RECOMMENDATION:</b> (Summary) Approval of an ordinance to amend Ordinance No. 2005-0950 for a contract with the Spay Neuter Assistance Program, Inc. to increase the maximum contract amount.				
<b>Amount of Funding:</b> Maximum Contract Amount: \$500,000.00 Total Contract Increase: \$400,000.00 General Fund (1000)				
<b>F&amp;A Budget:</b>				
<b>SOURCE OF FUNDING:</b> [ X ] General Fund [ ] Grant Fund [ ] Enterprise Fund [ ] Other ( Specify )				
<b>SPECIFIC EXPLANATION:</b> <p>The Houston Department of Health and Human Services (HDHHS) requests City Council approval of an ordinance to amend ordinance No. 2005-0950 to increase the maximum contract amount from \$100,000.00 to \$500,000.00 between the City and the Spay Neuter Assistance Program, Inc (SNAP). The ordinance amendment will increase the Director's ability to add funds through the supplemental allocation process should additional funds be budgeted.</p> <p>This contract was awarded on August 10, 2005, by Ordinance No. 2005-0950, with a start date of July 1, 2005 through July 1, 2006 with four renewal terms of one-year each. This first amendment will allow continuing neutering and spaying of owned dogs and cats for low income neighborhoods in Houston.</p> <p>SNAP is the only non profit corporation that operates a low-cost mobile surgery/vaccination clinic. They have completed approximately 2500 sterilizations for the City each year since 2005. In February 2008 the Bureau of Animal Regulation and Care (BARC) began a door-to-door canvass for animal ordinance violations. City of Houston pet owners without current vaccinations or registration can take advantage of the SNAP mobile vaccination surgery clinic as SNAP operates the mobile clinic in those neighborhoods where the BARC canvass programs are in operation.</p> <p>cc: Finance &amp; Administration Legal Department Agenda Director</p>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director</b>	<b>Other Authorization:</b>		<b>Other Authorization:</b>	

# REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA #

**SUBJECT:** Ordinance amending Ordinance 2008-118 which authorized the City's participation in the Texas Enterprise Zone Program and nomination of Deloitte LLP and Subsidiaries as an Enterprise Project.

Category #

Page 1 of  
1

Agenda Item#

24

**FROM: (Department or other point of origin):**  
Finance Department

**Origination Date**  
April 8, 2008

**Agenda Date**  
APR 16 2008

**DIRECTOR'S SIGNATURE:**

MS *Michelle Mitchell*

**Council Districts affected:**  
District "I" - CM Rodriguez

**For additional information contact:**

Tom Mesa *Tom Mesa* Phone: (713) 837-9857  
Julia Gee Phone: (713) 837-7828

**Date and identification of prior authorizing Council Action:**  
02/06/08 public hearing; Ordinance 2008-118, 2/13/08

**RECOMMENDATION: (Summary)** Adopt ordinance approving amendments to Ordinance No. 2008-118 which authorized the City's participation in the Texas Enterprise Zone Program and nomination of Deloitte LLP and Subsidiaries as an Enterprise Project.

**Amount of Funding:** Not Applicable

**F&A Budget:**

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

**SPECIFIC EXPLANATION:**

On February 13, 2008 Council adopted an ordinance authorizing the City to participate in the Texas Enterprise Zone Program and nominate Deloitte LLP and Subsidiaries as the City's first Enterprise Project. The State of Texas reviewed our application and suggested we make two (2) changes.

The first change is a technical amendment to correct the name in which the Enterprise Project designation was sought. Ordinance 2008-118 noted the applicant name as "Deloitte LLP and Subsidiaries." The requested name change is "Deloitte LLP." Aside from the name, no other terms of the Deloitte nomination will change.

The second change would amend Section 2 (a) of Ordinance 2008-118 which states:

"That the following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

- (a) The City may provide regulatory relief to businesses, including:
  - (1) streamlined permitting."

In conferring with the State, to ensure that the City of Houston competes equally with other Texas cities for same funds, it has been recommended that we add the use of additional economic incentive tools for subsequent projects to the amended revised ordinance. Future applications using any of these incentive methods will require Council approval. The amended list would include:

- (1) tax abatement
- (2) tax increment financing
- (3) freeport exemption
- (4) building code exemptions
- (5) impact / inspection fee exemptions
- (6) improved police and / or fire protection
- (7) capital improvements in water and sewer facilities
- (8) road repair
- (9) creation or improvement of parks
- (10) low-interest loans for housing rehabilitation or new construction
- (11) one-stop permitting

Council approval of the expanded incentive list will improve the City's competitive position to receive future State Enterprise Project funding.

## REQUIRED AUTHORIZATION

Finance Director:

*Michelle Mitchell*

Other Authorization:

*Tom Mesa*

Other Authorization:

AN ORDINANCE ORDAINING THE CITY OF HOUSTON'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT"), PROVIDING CERTAIN INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING DELOITTE LLP AND SUBSIDIARIES TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM ("EDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") AS AN ENTERPRISE PROJECT; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

**WHEREAS**, the City Council of the **CITY OF HOUSTON**, Texas ("City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

**WHEREAS**, the project or activity is located in an area designated as an enterprise zone; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Act, **DELOITTE LLP AND SUBSIDIARIES** has applied to the City for designation as an enterprise project; and

**WHEREAS**, the City finds that **DELOITTE LLP AND SUBSIDIARIES** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, a public hearing to consider this Ordinance was held by the City Council on **February 6, 2008**; **NOW, THEREFORE**,

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

**Section 1.** That the City nominates **DELOITTE LLP AND SUBSIDIARIES** for enterprise project status.

**Section 2.** That the following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

(a) The City may provide regulatory relief to businesses, including:

(1) streamlined permitting.

**Section 3.** That the enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

**Section 4.** That the **CITY OF HOUSTON** City Council directs and designates its **ASSISTANT DIRECTOR OF THE DEPARTMENT OF FINANCE, ECONOMIC DEVELOPMENT DIVISION**, as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

**Section 5.** That the City finds that **DELOITTE LLP AND SUBSIDIARIES** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

(a) **DELOITTE LLP AND SUBSIDIARIES** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located in an enterprise zone in the City's jurisdiction and at least twenty-five percent (25%) of the business's new employees will be residents of an enterprise zone or economically disadvantaged individuals;


(b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and

(c) The designation of **DELOITTE LLP AND SUBSIDIARIES** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

**Section 6.** That the enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on **MARCH 2, 2013**.

**Section 7.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this 13<sup>th</sup> day of February, 2008.

  
\_\_\_\_\_  
Mayor of the City of Houston

(Prepared by Legal Dept. Deborah F. McArthur)  
 (DFM:dfm 2/12/08 Senior Assistant City Attorney)  
 (Requested by Michelle Mitchell, Director, Department of Finance)  
 (L.D. File No. 0340800022001)  
 G:\LAND\enterprisezones\cityordinance.doc

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
	ABSENT	ADAMS
✓		SULLIVAN
✓		KHAN
✓		HOLM
	ABSENT-OUT OF CITY CITY BUSINESS	GARCIA
✓		RODRIGUEZ
✓		BROWN
✓		LOVELL
✓		NORIEGA
	ABSENT	GREEN
✓		JONES
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT  
 REVIEW  
 DATE: FEB 19 2008

# **REQUEST FOR COUNCIL ACTION**

**TO:** Mayor via City Secretary

**RCA# 7885**

**Subject:** Approve an Amending Ordinance Authorizing a First Amendment to Contract No. C56871 for Software Licenses and Services related to an Enterprise Resource System

Category #  
5

Page 1 of 1

Agenda Item

**25**

**FROM (Department or other point of origin):**

Richard Lewis  
Chief Information Officer  
Information Technology

**Origination Date**

April 10, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

*Richard Lewis*

**Council District(s) affected**  
All

**For additional information contact:**

Earl M. Lambert  
Frank Rodriguez

Phone: (832) 393-0038

Phone: (832) 393-9610

**Date and Identification of prior authorizing Council Action:**

5/3/05 Ord. 05-405, 5/23/06 Ord. 06-504,  
1/10/07 Ord. 2007-55

**RECOMMENDATION: (Summary)**

Approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and SAP Public Services, Inc. to increase the maximum contract amount from \$23,876,441.00 to \$27,595,551.00 and extend the contract term from April 28, 2008 to April 28, 2013 for software licenses and services related to an Enterprise Resource System for the Information Technology Department.

Maximum Contract Increased by \$3,719,110.00 for extended contract term

**F & A Budget**

Source of Funds: No funding necessary at this time

**SPECIFIC EXPLANATION:**

The Information Technology Department Director recommends that City Council approve an amending ordinance authorizing a first amendment to the contract between the City of Houston and SAP Public Services, Inc. to increase the maximum contract amount from \$23,876,441.00 to \$27,595,551.00 and extend the contract term from April 28, 2008 to April 28, 2013 for software licenses and services related to an Enterprise Resource System for the Information Technology Department.

On April 2005 Council approved a contract with SAP, Public Services, Inc. to purchase software licenses and services to implement the Financial, Procurement, HR and Payroll modules in a two-phase process. These modules have been successfully implemented and functionality is being extended to provide better information on retiree health plans, streamline tracking and reporting on the Workers Compensation Program, and replacing the Salary Cost Recovery process, which currently runs on the mainframe computer. This contract amendment will provide the City with the capability to quickly procure specialized SAP services needed to support or enhance functionality developed by SAP consultants during the implementation of our ERP System and continued software upgrade and support.

Through prior appropriations, sufficient funding remains in the contract to cover the annual software maintenance fees that enable the City to receive software upgrades and associated services. Appropriations for the additional spending authority being requested herein will be approved through annual budget appropriations or other Council action as projects arise and funding is identified.

**REQUIRED AUTHORIZATION**

**NDT**

F&A Director:

Other Authorization:

Other Authorization:



# REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA# 7592

**Subject:** Approve an Ordinance Awarding a Sole Source Contract for Software Maintenance and Support Services for the Public Works & Engineering Department  
S17-H22743

Category #  
4 & 5

Page 1 of 2

Agenda Item

26

**FROM (Department or other point of origin):**

Calvin D. Wells  
City Purchasing Agent  
Administration & Regulatory Affairs Department

**Origination Date**

February 01, 2008

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE**

*Calvin D. Wells*

**Council District(s) affected**  
All

**For additional information contact:**

Nancy Collins Phone: (713) 837-0881  
Ray DuRousseau Phone: (713) 247-1735

**Date and Identification of prior authorizing Council Action:**

**RECOMMENDATION: (Summary)**

Approve an ordinance awarding a sole source contract to Infosol, Inc. in the total amount of \$339,910.00 for software maintenance and support services for the capital improvement maintenance system (CIMS) for the Public Works & Engineering Department.

Maximum contract amount: \$339,910.00

F & A Budget

\$120,049.60 - General Fund (1000)

\$219,860.40 - CIP Salary Recovery (1001)

\$339,910.00 - Total

PLR 2/28/08

**SPECIFIC EXPLANATION:**

The City Purchasing Agent recommends that City Council approve an ordinance awarding a two-year contract, with two one-year options to Infosol, Inc. in an amount not to exceed \$339,910.00 for software maintenance and support services for the CIMS for the Public Works & Engineering Department. The City Purchasing Agent may terminate this contract at any time upon 30-days written notice to the contractor.

Infosol, Inc. is the sole developer and copyright holder of the CIMS software and there are no authorized service providers.

The CIMS is used to track activities related to the acquisition of property, and to support the Capital Improvement Projects, Joint Referral Committee transactions, and other activities associated with the City's real property inventory records.

Under the terms of the contract, the contractor is required to provide software maintenance and support services as follows:

- Maintain the software in operating condition and in accordance with the user manual specifications.
- Identify, verify, and resolve software-related problems.
- Provide clarification of software documentation, manuals, technical notes and release bulletins.
- Assist with installation updates and corrective information.
- Provide telephone remote support Monday through Friday 8 AM to 5 PM.
- Provide 79 hours of on-site software support services per month.
- Respond to all requests for software support services made during business hours within two hours of City notification.

**REQUIRED AUTHORIZATION**

F&A Director:

Other Authorization:

Other Authorization:

65CDW2845

*[Signatures]*

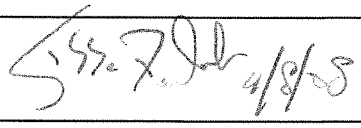
Date: 2/1/2008	Subject: Approve an Ordinance Awarding a Sole Source Contract for Software Maintenance and Support Services for the Public Works & Engineering Department S17-H22743	Originator's Initials MS	Page 2 of 2
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This recommendation is made pursuant to Chapter 252, Section 252.022 (a) (7) (A) of the Texas Local Government Code for exempt procurements.

**Estimated Spending Authority**

Department	FY2008	Out Years	Total
Public Works & Engineering	\$70,015.00	\$269,895.00	\$339,910.00

Buyer: Murdock Smith III

<b>SUBJECT:</b> Amend Ordinance No. 2005-241 to Increase the Maximum Contract Amount Professional Energy Management Services Contract Fulcrum Power Services, L.P.		<b>Page</b> 1 of 1	<b>Agenda Item</b> <b>27</b>
<b>FROM (Department or other point of origin):</b> General Services Department	<b>Origination Date</b> 4/9/08	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b> Issa Z. Dadoush, P.E. 	<b>Council District affected:</b> All		
<b>For additional information contact:</b> Jacquelyn L. Nisby Phone: 713-247-1814 Felix C. Johnson, P.E. 713-437-6235	<b>Date and identification of prior authorizing Council action:</b> Ordinance No. 2005-241 March 9, 2005 Ordinance No. 2006-113 February 1, 2006 Ordinance No. 2006-945 September 13, 2006		
<b>RECOMMENDATION:</b> Amend Ordinance No. 2005-241 to increase the maximum contract amount to \$1,105,000 and approve a supplemental allocation in the amount of \$200,000 to the professional energy management services contract with Fulcrum Power Services, L.P.			
<b>Amount and Source of Funding:</b> \$200,000 Central Service Revolving Fund (1002)		<b>Finance Budget:</b>	
<b>Previous Funding:</b> \$905,000 Central Service Revolving Fund (1002)			
<b>SPECIFIC EXPLANATION:</b> Under the restructured electricity contract with the Texas General Land Office (GLO), the City has the ability to diversify its fuel mix for electricity from the wholesale market and the authority to construct an onsite power generation facility. As the City's wholesale supply has been fractionally procured with green power, Fulcrum Power Services, L.P. (Fulcrum) has played and will continue to play an integral role in assisting the City in these activities.  Therefore, the General Services Department recommends that City Council amend Ordinance No. 205-241 to increase the maximum contract amount to \$1,105,000 and approve a supplemental allocation in the amount of \$200,000 to the professional energy management services contract with Fulcrum to provide additional services in connection with the existing retail electricity contract.  <b>PROJECT LOCATION:</b> Citywide  <b>PREVIOUS HISTORY AND SCOPE:</b> Under the original contract, approved by City Council on March 9, 2005, Fulcrum provided price and historical market analysis to assist the City in managing its natural gas risk under the electricity contract. On February 1, 2006, City Council approved a supplemental allocation for \$200,000 for Fulcrum to assist the City in diversifying its supply of power and for the development of a business implementation plan for the City to utilize other energy supply options to access the wholesale energy market. Additional activities Fulcrum provided were Houston Consumer Choice proposal evaluations; evaluation of wind generation for the City; assisted in applying for the clean renewable energy bonds through the IRS; outside legal counsel for wind generation evaluation; and drafted the Request for Proposal for procurement of wind generation. On September 13, 2006, City Council approved a supplemental allocation for \$500,000 for Fulcrum to continue with the development of a business implementation plan for the City and to procure renewable energy (wind) from the wholesale electricity market.  <b>M/WBE INFORMATION:</b> Due to the specialized, technical nature of the contract, Affirmative Action has reviewed the process and approved a 0% M/WBE goal as described in the attached correspondence.  IZD:FC:JLN:fcj  c: Marty Stein, Jacquelyn L. Nisby, File			
<b>REQUIRED AUTHORIZATION</b>			
<b>Other Authorization:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>	

## Patrick, Regina - BSD

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**From:** Laws, Velma - AAD  
**Sent:** Friday, January 27, 2006 1:07 PM  
**To:** Dadoush, Issa - BSD  
**Subject:** RE: Fulcrum Amended Contract

Issa ~

I concur that the 0% goal should be maintained on this project, due to its unique and technical nature and lack of subcontracting opportunities.

Velma Laws, Director  
Affirmative Action and Contract Compliance

-----Original Message-----

**From:** Dadoush, Issa - BSD  
**Sent:** Friday, January 27, 2006 11:33 AM  
**To:** Laws, Velma - AAD  
**Subject:** Fulcrum Amended Contract

Velma,

Under this amendment, Fulcrum will utilize the expertise of two individuals to provide these services. They will be providing the City with historical data and other technical information to aid the City in its decision when to trigger natural gas trades to lock in our electricity price under our contract with the GLO. They will also use their expertise to develop an implementation plan for the City to utilize other energy supply options to access the wholesale energy market.

It is the opinion of BSD that the services under this contract are of a highly technical nature and pursuant to Section 15-83(c)(1)(b) of the Code of Ordinances the 0% MWBE goal should be maintained under this amendment.

Issa

**SUBJECT:** Award Construction Contract  
 Prime Contractors, Inc.  
 African American Library at the Gregory School  
 WBS No. E-000144-0004-4

Page  
1 of 2

Agenda  
Item  
**28**

**FROM (Department or other point of origin):**  
 General Services Department

**Origination Date**

4-11-08

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE:**

Issa Z. Dadoush, P.E.

*Issa Z. Dadoush* 3/31/08

**Council District affected:**

1

**For additional information contact:**

Jacquelyn L. Nisby

Phone: 713-247-1814

**Date and identification of prior authorizing Council action:**

**RECOMMENDATION:** Award construction contract and appropriate/allocate funds for the project.

**Amount and Source of Funding:**

3,000,000.00 General Improvements Consolidated Construction Fund (4509)  
 121,000.00 Federal Government—Grant Funded (5000) EDI  
 3,000,000.00 Reimbursement of Equipment/Projects Fund (1850)  
 2,400,000.00 Federal Government—Grant Funded (5000) CDBG  
 712,000.00 Public Library Consolidated Construction Fund (4507)  
**\$9,233,000.00 Total Funding**

**Finance Budget:** *MWS*

*MacBelle Mitchell*

**SPECIFIC EXPLANATION:** The General Services Department (GSD) recommends that City Council award a construction contract to Prime Contractors, Inc. on the proposal amount of \$8,512,000.00 to provide construction services for the African American Library at the Gregory School for the Houston Public Library. The historic Gregory School will be become an African American Library and Archival Center, and will tell the history of African Americans in Houston through photographs, letters, documents and oral histories. It is expected that the Reimbursement of Equipment/Projects Fund will be reimbursed through future agreements with the Fourth Ward TIRZ No.14. In the event an agreement is not reached, Public Improvement bonds will be used to fund the construction phase of this project. GSD is requesting a 6% contingency to address unforeseen conditions that are typically inherent in the renovation of aged facilities.

On January 25, 2008 and February 1, 2008, GSD advertised a Request for Competitive Sealed Proposals containing selection criteria that ranked the respondents on price, experience, references, sub-contractors and schedule. The Competitive Sealed Proposals were due on February 28, 2008 and five firms responded. GSD formed a selection committee comprised of representatives from GSD to evaluate the respondents. The selection committee evaluated the proposals and Prime Contractors, Inc. received the most points and offers the best value for the City based on the advertised criteria.

**PROJECT LOCATION:** 1300 Victor Street (493P)

**PROJECT DESCRIPTION:** The Gregory School Building is a historical institution located in Houston's Fourth Ward. The Texas Historical Commission has designated the building as a State Archaeological Landmark. The main building, originally constructed in 1926, will be renovated and restored according to federal standards as administered by the Texas Historical Commission.

The contract duration for this project is 365 days. Smith & Company Architects is the design consultant for the project.

**REQUIRED AUTHORIZATION**

CUIC ID # 25CONS38

**General Services Department:**

*Phil Golembiewski*

Phil Golembiewski, P.E.  
 Chief of Design & Construction Division

**Houston Public Library:**

*Rhea Brown Lawson*  
 Rhea Brown Lawson, Ph. D.  
 Director

**Housing and Community Development Department:**

*Richard S. Celli*  
 Richard S. Celli  
 Director

<b>Date</b>	<b>SUBJECT:</b> Award Construction Contract Prime Contractors, Inc. African American Library at the Gregory School WBS No. E-000144-0004-4	<b>Originator's Initials</b> JJR	<b>Page</b> 2 of 2
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**PROPOSALS:** The following five proposals were received on February 28, 2008 and are ranked as follows:

**Proposer**

1. Prime Contractors, Inc.
2. Pyramid Construction, LLP
3. Gilbane Building Company
4. State Construction, L.P.
5. The Gee Cee Company, Inc.

**AWARD:** It is recommended that City Council award the construction contract to Prime Contractors, Inc. and appropriate/allocate funds for the project, including \$75,455.00 for engineering and material testing services under the existing contract with Geotest Engineering, Inc. and \$30,000.00 for additional design services under the existing contract with Smith & Company Architects.

**FUNDING SUMMARY:**

\$ 8,512,000.00	Construction Contract Services
\$ 510,720.00	6% Contingency
<b>\$ 9,022,720.00</b>	<b>Total Contract Services</b>
\$ 104,825.00	Civic Art (1.75% of bond funds and TIRZ funds)
\$ 75,455.00	Engineering Testing
\$ 30,000.00	Additional Design Services
<b>\$ 9,233,000.00</b>	<b>Total Appropriation</b>

**CONSTRUCTION GOALS:** An MBE goal of 15%, WBE goal of 5%, and SBE goal of 5% have been established for this contract. The contractor has submitted the following certified subcontractors to achieve the goals:

<b><u>Firm (MBE)</u></b>	<b><u>Scope of Work</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
Nexlevel Mechanical	Mechanical	\$ 685,000.00	8.04%
Fair Contractors, Inc.	Finishes	\$ 595,400.00	6.99%
<b>TOTAL</b>		<b>\$ 1,280,400.00</b>	<b>15.03%</b>

<b><u>Firm (WBE)</u></b>	<b><u>Scope of Work</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
Robles Excavation, Inc.	Site work	\$ 432,000.00	5.08%

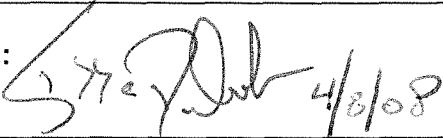
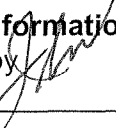

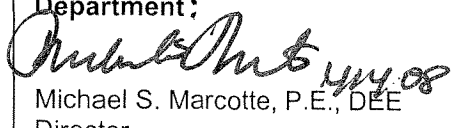
<b><u>Firm (SBE)</u></b>	<b><u>Scope of Work</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
A & L Services, Inc.	Plumbing	\$ 178,000.00	2.09%
Symco Painter International, Inc.	Paint	\$ 49,996.00	0.59%
Medina Supply, Inc.	Electric Supply	\$ 208,100.00	2.44%
<b>TOTAL</b>		<b>\$ 436,096.00</b>	<b>5.12%</b>

IZD:WJG:MCP:JLN:JJR:ps

c : Marty Stein, Issa Z. Dadoush P.E., Wendy Teas Heger AIA, Rhea Brown Lawson Ph.D., Jacquelyn L. Nisby, Pirooz Farhoomand, Gayve Anklesaria, Laura Ortiz, Kim Nguyen, Phil Golembiewski P.E., File



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

<b>SUBJECT:</b> Award Construction Contract AIA General Contractors, Inc. Northwest Maintenance Facility Underground Storage Tank System Modification		<b>Page</b> 1 of 2	<b>Agenda</b> Item <b>29</b>
<b>FROM (Department or other point of origin):</b> General Services Department		<b>Origination Date</b>	<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b> Issa Z. Dadoush, P.E.  4/8/08		<b>Council District affected:</b>  A	
<b>For additional information contact:</b> Jacquelyn L. Nisby  Phone: 832-393-8023		<b>Date and identification of prior authorizing Council action:</b>	
<b>RECOMMENDATION:</b> Award construction contract and allocate funds for the project.			
<b>Amount and Source of Funding:</b> (R-000520-0006-4) \$1,581,810.00 PWE – W & S System Operating Fund (8300) <i>PLR 4/14/08</i>			<b>Finance Budget:</b>
<b>SPECIFIC EXPLANATION:</b> The General Services Department recommends that City Council award a construction contract to AIA General Contractors, Inc., on its low bid amount of \$1,339,254.50 to provide construction services at the Northwest Maintenance Facility for the Public Works and Engineering Department.			
<b>PROJECT LOCATION:</b> 5900 Teague Road, Houston, Texas (Key Map 410-W)			
<b>PROJECT DESCRIPTION:</b> The scope of work consists of installing two diesel Underground Storage Tanks (USTs), one 25,000-gallon and one 12,000-gallon, and one 25,000-gallon gasoline UST, plus all ancillary equipment, piping connections and vent lines. Installation of six new double-handled dispensers, overspill protection spill buckets, transfer pumps, extending existing canopy and installing a new Fuel Force fuel management system at new pump island. Also connecting the existing one 12,000-gallon diesel and two 12,000-gallon gasoline USTs to the new fuel management system and providing a new bulk truck fueling area. Work also includes saw-cutting, demolition and removal of concrete paving, off-site disposal of concrete, product lines and debris generated as a result of all activities, backfilling and compaction, waste classification, loading, hauling and proper disposal.			
The contract duration for this project is 60 calendar days.			
<b>BIDS:</b> The following two bids were received on March 20, 2008:			
		<b>Bidder</b>	<b>Bid Amount</b>
1.		AIA General Contractors, Inc.	\$1,339,254.50
2.		Separation Systems Consultants, Inc.	\$1,394,063.00
<b>REQUIRED AUTHORIZATION</b>			
<b>General Services Department:</b>  Phil Golembiewski, P.E. Chief of Design and Construction Division		<b>Other Authorization:</b>	<b>Public Works and Engineering Department:</b>  Michael S. Marcotte, P.E., DEE Director <i>4/14/08</i>



<b>Date</b>	<b>SUBJECT:</b> Award Construction Contract AIA General Contractors, Inc. Northwest Maintenance Facility Underground Storage Tank System Modification	<b>Originator's Initials</b>  GM	<b>Page</b>  2 of 2
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**AWARD:** It is recommended that City Council award the construction contract to AIA General Contractors, Inc. and allocate funds for the project, including additional allocations of \$10,000.77 for engineering testing services under the existing contract with Raba-Kistner Consultants, Inc., and \$125,592.00 for project management and construction oversight services under the existing contract with Malcolm Pirnie, Inc., which includes, but is not limited to soil and groundwater sampling, analytical testing, sample evaluation in accordance with regulatory requirements and submitting the appropriate Release Determination Report, if required, to the Texas Commission on Environmental Quality (TCEQ).

**FUNDING SUMMARY:**

\$ 1,339,254.50	Construction Contract Services
\$ 66,962.73	5% Contingency
<b>\$ 1,406,217.23</b>	<b>Total Contract Services</b>
\$ 10,000.77	Engineering Testing
\$ 40,000.00	Early Completion Bonus
\$ 125,592.00	Project Management and Construction Oversight
<b>\$ 1,581,810.00</b>	<b>Total Funding</b>

The contract provides for an early completion bonus of \$1,000 per day for each day earlier than the 60 day original contract duration, up to a maximum of 40 calendar days.

**CONSTRUCTION GOALS:** A MBE goal of 7%, WBE goal of 7% and SBE goal of 7% have been established for this contract. The contractor has submitted the following certified subcontractors to achieve the goals.




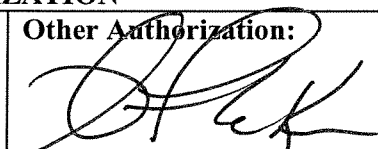
<u>FIRM (MBE)</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>	<u>(%) of CONTRACT</u>
TMG (The Moore Group, Inc.)	Concrete & Demolition	\$ 91,000.00	6.79
A4 Scientific, Inc.	Soil Sampling	\$ 2,812.00	0.21
	<b>TOTAL:</b>	<b>\$ 93,812.00</b>	<b>7.00%</b>
<u>FIRM (WBE)</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>	<u>(%) of CONTRACT</u>
Separation Systems Consultants, Inc.	Fuel Equipment	\$93,800.00	7.00%
<u>FIRM (SBE)</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>	<u>(%) of CONTRACT</u>
Execute Projects, Inc.	Canopy	\$93,800.00	7.00%

IZD:PJG:JLN:GM:FK:fk

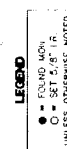
c: Marty Stein, Jacquelyn L. Nisby, Velma Laws, Gabriel Mussio, File

To: Mayor via City Secretary





REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Recommendation that an ordinance for the PINEMONT PAVING: T.C. JESTER TO ELLA BLVD. DETENTION POND CONSTRUCTION PROJECT (Diamond Street at Ruby Street) be passed approving and authorizing the acquisition of parcels by dedication, purchase, or condemnation. WBS N-000475-0001-2		<b>Category</b> #7	<b>Page</b> 1 of 1	<b>Agenda Item</b> #  30
<b>FROM: (Department or other point of origin):</b>  Department of Public Works and Engineering		<b>Origination Date</b> 4/9/08		<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE		<b>Council District affected:</b>  A Key Map 452 E, F		
<b>For additional information contact:</b>  Nancy P. Collins Phone: (713) 837-0881  Senior Assistant Director		<b>Date and identification of prior authorizing Council Action:</b>  Ordinance 2007-1067, September 19, 2007		
<b>RECOMMENDATION: (Summary)</b> An ordinance for the PINEMONT PAVING: T.C. JESTER TO ELLA BLVD. DETENTION POND CONSTRUCTION PROJECT (Diamond Street at Ruby Street) be passed approving and authorizing the acquisition of parcels by dedication, purchase, or condemnation.				
<b>Amount and Source of Funding:</b> No additional funding required (covered under Blanket Appropriation Ordinance 2007-1067, N-000663-00RE-2-01 Street and Bridge Consolidated Construction Fund 4506) 		<b>F &amp; A BUDGET:</b>		
<b>SPECIFIC EXPLANATION:</b> The Department of Public Works and Engineering is requesting that an ordinance for the PINEMONT PAVING: T.C. JESTER TO ELLA BLVD. DETENTION POND CONSTRUCTION PROJECT (Diamond Street at Ruby Street) be passed approving and authorizing the acquisition of parcels by dedication, purchase, or condemnation. This project provides for right-of-way acquisition, engineering, and construction of two 24 foot-wide concrete roadways with curbs, sidewalks, street lighting, necessary underground utilities and detention pond construction.  This action authorizes payment for the costs of land purchases/condemnations, appraisal fees, title policies/services, recording fees and other acquisition costs in connection with negotiations to settle purchases; finds a public necessity for the project; and approves and authorizes the condemnation of the land and improvements thereon. If negotiations to acquire the property cannot be concluded as a purchase or for any reason for which acquisition by condemnation is warranted, this action authorizes the City Attorney to file or cause to be filed proceedings in Eminent Domain and acquire property interests in fee simple or easement for said purposes and authorizes payment for the Award of Special Commissioners and court costs associated with condemnation proceedings. Payments for purchase considerations that exceed the spending authority threshold set by State law will be submitted to the City Council as they are finalized. This will expedite the process of acquiring land in support of the PINEMONT PAVING: T.C. JESTER TO ELLA BLVD. DETENTION POND CONSTRUCTION PROJECT (Diamond Street at Ruby Street).  MSM:NPC:mp S:/Phelps/Pinemont PavingBlanktRCA cc: Marty Stein				
<b>CUIC #20MTP73A</b>				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b>	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Andrew F. Icken, Deputy Director Planning and Development Services Division		

A diagram showing a subject line with two arrows pointing to the word 'SUBJECT'.



LINE TABLE			
LINE	BEARING	LENGTH	
L1	S88°05'05"W	150.00	
L2	40°15'51"E	200.60	
L3	N89°00'05"E	150.00	
L4	S01°51'51"E	200.60	
L5	S01°51'51"E	200.60	
L6	N07°51'51"E	200.60	
L7	N89°00'05"E	75.00	
L8	S01°51'51"E	200.60	
L9	S48°00'05"W	75.00	
L10	N89°00'05"E	200.00	
L11	N40°00'05"E	200.00	
L12	S01°51'51"E	200.00	
L13	N07°51'51"E	200.00	
L14	N89°00'05"E	150.00	
L15	S01°51'51"E	200.00	

DETENTION FOND PARCELS ON DIAMOND ST. AT RUBY ST.		 <b>United Engineers, Inc.</b> CONSTRUCTION MANAGEMENT • ENGINEERING 10000 WEST 10TH AVE. SUITE 400 DENVER, CO 80231-2798 TEL: 303.733.1100 FAX: 303.733.1101	
 <b>CITY OF HOUSTON</b> PUBLIC WORKS AND ENGINEERING DEPARTMENT		DATE <u>06/16/05</u> BY <u>Robert L. Compton</u> <u>REGISTERED PROFESSIONAL ENGINEER</u> NO. <u>44077</u> STATE OF <u>TEXAS</u>	
 <b>CDP</b>		CDS MAP NO. <u>25-6-CA</u>	
CDP NO. <u>104-001</u> CDS NO. <u>104-001-01-02</u>			
PARCELS <u>104-001-01-01</u> PARCELS <u>104-001-01-02</u> PARCELS <u>104-001-01-03</u> PARCELS <u>104-001-01-04</u>		CDS MAP NO. <u>25-6-CA</u>	

ALFREDO D. CORTES, A REGISTERED PROFESSIONAL LAND SURVEYOR, HAS BEEN ORDERED TO STOP THE SALE OF THE LANDS SURVEYED AND SOLD BY HIM ON THE FOLLOWING DATE: SURVEY CONDUCTED ON MARCH 22, 2006 BY THE ORDER OF SUPERVISOR, HALL COUNTY, GEORGIA. THIS ORDER OF SUPERVISION HAS BEEN ISSUED BECAUSE THE PROFESSIONAL SERVICE RENDERED BY THE PROFESSIONAL LAND SURVEYING PRACTICE ACT OF THE STATE OF TEXAS, IN EFFECT AT THE TIME OF THE SURVEY.

*Alfred Cortes*  
 ALFREDO D. CORTES  
 TEXAS REG. NO. 5413

NOTES

1. 12 U.S.C. § 1818, which covers "UNITED STATES DEPOSITORIES AT ALL FOREIGN COUNTRIES"; 18 U.S.C. § 2382, which covers "OFFENSES COMMITTED BY PRESIDENTS AND GOVERNORS OF STATES"; and 18 U.S.C. § 2383, which covers "OBSTRUCTION OF JUSTICE BY PRESIDENTS AND GOVERNORS OF STATES."
2. The statute is amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
3. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
4. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
5. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
6. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
7. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
8. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
9. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."
10. The bill was amended to read: "The President and the Vice President shall be immune from criminal prosecution for any offense committed while in the line of official duty and shall be immune from civil damages for any act or omission while in the line of official duty."

**LEGEND**

- = FOUND ACCL.
- = SET OFF IR
- UNLESS OTHERWISE NOTED.

**UNITED ENGINEERS, INC.**  
 REGISTERED PROFESSIONAL ENGINEERS  
 1100 WEST 17TH STREET, SUITE 100  
 HOUSTON, TEXAS 77058  
 PHONE 771-1111  
 TELETYPE 771-1111

**CITY OF HOUSTON**  
 PUBLIC WORKS AND  
 ENGINEERING DEPARTMENT  
 1100 WEST 17TH STREET, SUITE 100  
 HOUSTON, TEXAS 77058  
 PHONE 771-1111  
 TELETYPE 771-1111

**NOTE:**



1. THIS SURVEY WAS MADE BY UNITED ENGINEERS, INC. AT THE REQUEST OF THE CITY OF HOUSTON.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.
10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED.

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S89°08'10"W	50.00'
L2	S89°08'10"W	50.00'
L3	S89°08'10"W	50.00'
L4	N87°51'51"W	100.00'
L5	N87°51'51"W	100.00'
L6	N87°51'51"W	100.00'
L7	N87°51'51"W	100.00'
L8	N87°51'51"W	100.00'
L9	N87°51'51"W	100.00'
L10	N87°51'51"W	100.00'

LINE	BEARING	LENGTH
L1	S88°08'09"W	50.00'
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L4	N01°51'51"W	200.00'
L5	N88°08'09"E	50.00'
L6	S01°51'51"E	200.00'
L7	N01°51'51"W	50.00'
L8	S01°51'51"E	50.00'
L9	N01°51'51"W	50.00'





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	PUBLIC WORKS AND ENGINEERING DEPARTMENT MAY 17 1968  DEPT. OF P.W. & E. 432 007	432 007 DEPT. OF P.W. & E. 432 007	DEPT. OF P.W. & E. 432 007

Sheet 1 of 4

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> An Ordinance approving and authorizing a Compromise and Settlement Agreement between the City of Houston v. Coastal Pump Services, Inc. for settlement of a Claim.		<b>Category #</b> 6	<b>Page</b> 1 of 1	<b>Agenda Item #</b> 31
<b>FROM (Department or other point of origin):</b> Public Works & Engineering Department		<b>Origination Date</b> 4/10/08		<b>Agenda Date</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b>  4408		<b>Council District affected:</b> All		
<b>For additional information contact:</b> Denise Miller 713-247-2060		<b>Date and identification of prior authorizing Council action:</b> 02-0474 Dated: June 12, 2002; and 06-0216 Dated: March 1, 2006		
<b>RECOMMENDATION: (Summary)</b>  That Council adopt an ordinance approving and authorizing a Compromise and Settlement Agreement between the City of Houston and Coastal Pump Service, Inc. for settlement of a Claim.				
<b>AMOUNT OF FUNDING:</b> \$114,375.34 Water and Sewer System Operating Fund #8300 PLK 4/3/08				<b>F&amp;A Budget:</b>
<b>SOURCE OF FUNDING:</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund <input checked="" type="checkbox"/> Other (Specify)				
<b>SPECIFIC EXPLANATION:</b>  <b>FOR SETTLEMENT PURPOSES, ONLY</b>  On or about June 12, 2002, Houston entered into Contract No. C-53917 (Contract) with Coastal Pump Services, Inc. (Coastal) for Precision Repair Services (the Contract) of small submersible pumps for various Houston Public Works and Engineering Wastewater Operations facilities which included the re-conditioning, the re-winding, and the repairing of all components of the pump system (the Services). The Contract was extended and the amount of the Contract was subsequently increased by Houston's Ordinance 2006-0216.  A dispute arose between the City of Houston (Houston) and Coastal. Coastal claims that it was not properly compensated by Houston for all of the Services it provided under the Contract (the Dispute). Coastal has offered to settle the Dispute for the total sum of \$114,375.34 as full and final payment for the Dispute.  After a thorough review, the Public Works & Engineering Department recommends that City Council authorize the execution of the Compromise and Settlement Agreement, in which Houston would pay the total sum of \$114,375.34 to settle the Dispute.  Houston's Legal Department has prepared the settlement documents.				
<b>REQUIRED AUTHORIZATION</b>				
<b>F&amp;A Director:</b> 		<b>Other Authorization:</b>  Pay/or		<b>Other Authorization:</b> 

**SUBJECT:** Additional Appropriation to Professional Engineering Services Contract between the City and United Engineers, Inc. for Buffalo Bayou Trail Shepherd to Sabine.  
WBS No. N-000420-0018-3, TxDOT CSJ 0912-71-503

Page  
1 of 2

Agenda Item #

32

**From:**

Department of Public Works and Engineering

**Origination Date**

4/3/08

**Agenda Date**

APR 16 2008

**Director's Signature:**

Michael S. Marcotte, P.E. DEE

**Council District affected:**

D, H & I

**For additional information contact:**

Reid K. Mrsny, P.E.

Phone: (713) 837-0452

Senior Assistant Director

**Date and identification of prior authorizing Council action:**

Ord. No. 01-1104

Date: 12/12/01

**Recommendation:**

Pass an Ordinance approving an additional appropriation to the design contract with United Engineers, Inc.

**Amount and Source of Funding:** Appropriate \$207,000.00 from the Street and Bridge Consolidated Construction Fund No. 4506. Original appropriation of \$706,700 from Street and Bridge Consolidated Construction Fund No. 437.

**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** The Houston Bikeway Program was implemented to develop a citywide network of bicycle facilities projected to be integrated into an overall transportation network for the Houston area. The Houston Bikeway Program provides design and construction of approximately 334 miles of bikeways and trails in the City of Houston. To date, 290 miles of "On-street Bikeways" and "Off-street" trails have been completed. Another 44 miles, mostly off-street trails, are currently under design.

Typically 80% of the allowable costs of a bikeway project are funded by the Federal Highway Administration (FHA) under the Intermodal Surface Transportation Efficiency Act (ISTEA), Transportation Enhancement and Congestion Mitigation and Air Quality (CMAQ) program. The 20% local match funding is provided by both the City of Houston and Metropolitan Transit Authority (METRO). Besides the local match, City is also responsible for paying 100% in excess of federal participation.

TxDOT is responsible for advertising the project for construction bids, awarding the construction contract and providing construction management services. Letting of this project for construction is scheduled in February 2009.

**DESCRIPTION/SCOPE:** This project consists of constructing approximately 4.83 miles long and 10 feet wide reinforced concrete Hike and Bike Trail complete with bridges, retaining walls, maintenance ramps, under crossings, utility adjustments, accessibilities ramps and landscaping.

**LOCATION:** The trail is generally bounded by Washington Ave. on the north, Dallas on the south, Houston Avenue on the east, and Shepherd on the west. Key Map grids: 492M, 493J, and 493K.

**REQUIRED AUTHORIZATION**

CUIC ID #20BB152


F&A Budget: MVS

Other Authorization:

Other Authorization:

Michelle Mitchell

Daniel W. Krueger, P.E., Deputy Director  
Engineering and Construction Division

<b>Date</b>	<b>SUBJECT:</b> Additional Appropriation to Professional Engineering Services Contract between the City and United Engineers, Inc. for Buffalo Bayou Trail Shepherd to Sabine. WBS No. N-000420-0018-3, TxDOT CSJ 0912-71-503	<b>Originator's Initials</b> 	<b>Page</b> <b>2 of 2</b>
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**PREVIOUS HISTORY AND SCOPE:** City Council approved the original contract on 12/12/01 per ordinance #2001-1104. The scope of services under the original contract consists of performing Basic (Phase I, II & III) and Additional Services for an agreed sum of \$642,452.00. Under this Contract, the Consultant has completed approximately 80% of the Basic and Additional Services. The design portion of the contract was delayed due to difficulties in acquiring the necessary property. Acquisition of all Right of Way / Easement parcels has since been completed.

Due to changes in the local site conditions to accommodate drainage improvements, design changes to the proposed pedestrian bridge across Buffalo Bayou at Shepherd and Allen Parkway, and updates to floodplain construction requirements and TxDOT design standards, it has become necessary to supplement the existing design contract.

**SCOPE OF THIS SUPPLEMENT AND FEE:** The Phase II and Phase III Basic Services fee will be increased by \$137,521.20 and these have been computed on a level of effort basis. The Additional Services Fee will be increased by \$50,634.24 and has been computed on a lump sum basis. The total additional appropriation is \$207,000 with \$188,155.44 designated as contract services and \$18,844.56 designated as project management.

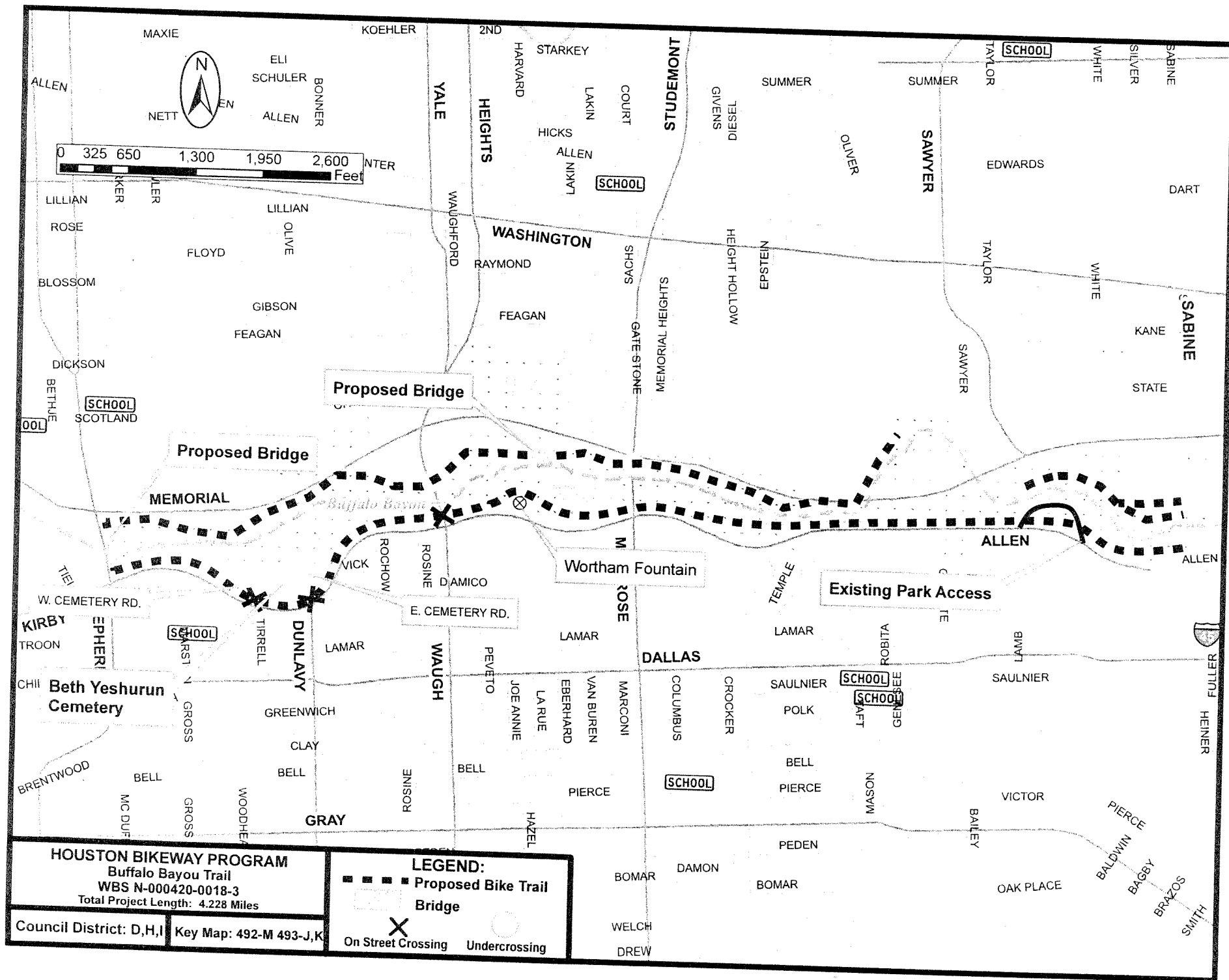
**M/WBE INFORMATION:** The M/WBE goal established for this project is 24%. The original Contract as approved by Ordinance No. 01-1104 totals \$642,452. The consultant has been paid \$555,252.35 (86.42%) to date. Of this amount \$110,222.13 (19.85%) has been paid to M/WBE sub-consultants to date. Assuming approval of the requested additional appropriation the contract amount will increase to \$830,607.44.

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Total Contract</u>
1. Prior M/WBE Work		\$110,222.13	13.27%
2. Quadrant Consultants, Inc.	Environmental Services	\$ 5,857.31	0.70%
3. Tan Associates, Inc.	Structural Design	\$ 4,500.00	0.54%
4. CSF Consulting, L.P.	Bridge Design	\$ 68,090.00	8.20%
5. Hunt & Hunt Engineering Corporation	Electrical Design	\$ 20,000.00	2.41%
6. Gurrola Reprographics, Inc.	Reproduction	\$ 1,000.00	0.12%
<b>Total</b>		<b>\$209,669.44</b>	<b>25.24%</b>

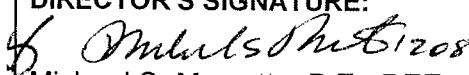

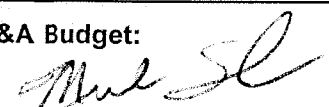
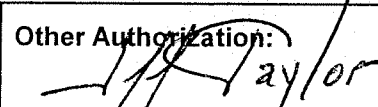
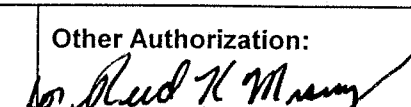
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c: Marty Stein  
Daniel W. Krueger, P.E.  
Susan Brandy  
Velma Laws  
Waynette Chan  
Gary Norman w/enclosures  
Craig Foster  
File No. N-0420-18-2





<b>SUBJECT:</b> Professional Engineering Services Contract between the City and S&B Infrastructure Ltd. for Unserved Areas of Minnetex Place and Golden Glades Estates Subdivisions. W.B.S. No. R-000801-0016-3.		<b>Page</b> 1 of 2	<b>Agenda Item #</b> 33
<b>FROM (Department or other point of origin):</b> Department of Public Works and Engineering	<b>Origination Date</b> 1-10-08	<b>Agenda Date</b> APR 16 2008	
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E., DEE	<b>Council District affected:</b> D, E		
<b>For additional information contact:</b>  Reid K. Mersny, P.E. Senior Assistant Director	<b>Date and identification of prior authorizing, Council action:</b> Phone: (713) 837-0452		
<b>RECOMMENDATION: (Summary)</b> Approve Engineering Services Contract with S&B Infrastructure Ltd. and appropriate funds.			
<b>Amount and Source of Funding:</b> \$873,900.00 from the Water and Sewer System Consolidated Construction Fund 8500. <i>12/18/07</i>			
<b>DESCRIPTION/SCOPE:</b> This project is part of the City's program to provide sanitary sewer to the unserved areas within the city limits. This project consists of the evaluation and recommendations for providing sanitary sewer service for the subject subdivisions and design of sanitary sewer service lines for Minnetex Place and Golden Glades Estates Subdivisions.			
<b>LOCATION:</b> The project consists of two areas: Golden Glades is generally bound by Scarlet Drive on the north, South Acres Drive on the south, Mykawa Road on the east and Martindale Road on the west. The project is located in Key Map Grids 574 F&G.  Minnetex Place is generally bound by Alameda Genoa Road on the north, S. Beltway 8 and Clear Creek on the south, Mykawa Road on the east and Alameda Road on the west. The project is located in Key Map Grids: 572U,V,Y,Z, and 573N,P,Q,R,S,T,U,V,X,Y,Z, 574G,N,P,Q,R,S,T,U,V,W,X,Y,Z.			
<b>SCOPE OF CONTRACT AND FEE:</b> Under the scope of the Contract, the Consultant will perform Phase I - Preliminary Design, Phase II - Final Design, Phase III - Construction Phase Services and Additional Services. Basic Services Fee for Phase I is based on cost of time and materials with not-to-exceed agreed upon amount. The City and Consultant have negotiated the extent of services and fee for Phase I and will enter into future negotiations for services and fee for Phase II and III services only after the Preliminary Engineering Report is completed. The Basic Services fees for Phase II and Phase III will be negotiated on a lump sum amount after the completion of Phase I. The negotiated maximum for Phase I Basic Services is \$249,825.00. The total Basic Services appropriation is \$568,078.00. The Contract also includes certain Additional Services to be paid either as lump sum or on a reimbursable basis. The Additional Services include topographic survey, geotechnical investigation, traffic control plans, drug testing and environmental studies. The total Additional Services appropriation is \$226,362.00.			
<b>REQUIRED AUTHORIZATION</b> <b>CUIC# 20MAB55</b>			
<b>F&amp;A Budget:</b> 	<b>Other Authorization:</b>  Jeff Taylor, Deputy Director Public Utilities Division	<b>Other Authorization:</b>  Daniel W. Krueger, P.E., Deputy Director Engineering and Construction Division	

Date	<b>SUBJECT:</b> Professional Engineering Services Contract between the City and S&B Infrastructure Ltd. for Unserved Areas of Golden Glades Estates and Minnetex Place. W.B.S. No. R-000801-0016-3.	Originator's Initials <i>MB</i>	Page 2 of 2
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The total cost of this project is \$873,900.00 to be appropriated as follows: \$794,440.00 for Contract services and \$79,460.00 for project management.

**M/WBE INFORMATION:** The M/WBE goal for the project is set at 24%. The Consultant has proposed the following firms to achieve this goal.

<u>Name of Firms</u>	<u>Work Description</u>	<u>Amount</u>	<u>% of Contract</u>
1. United Engineers, Inc.	Survey Services	\$ 86,000.00	10.83%
2. Aviles Engineering Corporation	Soils and Materials Testing	\$ 56,000.00	7.05%
3. KIT Professionals, Inc.	Engineering Services	<u>\$ 50,000.00</u>	<u>6.29%</u>
		\$192,000.00	24.17%
	<b>TOTAL</b>	<b>\$192,000.00</b>	<b>24.17%</b>

*MB*  
MSM:DWK:RKM:EN:MB:pa

c: Marty Stein  
Susan Bandy  
Velma Laws  
Michael Ho, P.E.  
Craig Foster  
File No.R-0801-16-2



**SUBJECT:** Professional Construction Management and Inspection Services Contract between the City of Houston and Carter & Burgess, Inc. for 72-inch Sanitary Tunnel on Lyerly. WBS No. R-002003-0003-4.

Page  
1 of 1

Agenda Item #

34

**FROM (Department or other point of origin):**

Department of Public Works and Engineering

**Origination Date**

4-8-08

**Agenda Date**

APR 16 2008

**DIRECTOR'S SIGNATURE:**

  
Michael S. Marcotte, P.E., DEE, Director

**Council District affected:**

H

**For additional information contact:**

J. Timothy Lincoln, P.E.  
Senior Assistant Director

**Phone:** (713) 837-7074

**Date and identification of prior authorizing Council action:** N/A

**RECOMMENDATION: (Summary)** Approve Professional Construction Management and Inspection Services Contract with Carter & Burgess, Inc. and appropriate funds.

**Amount and Source of Funding:** \$5,000.00 from Water & Sewer System Consolidated Construction Fund, Fund No. 8500.

**F & A Budget:**

**SPECIFIC EXPLANATION:**

**PROJECT NOTICE/JUSTIFICATION:** This Contract is associated with the City of Houston's sanitary sewer projects.

**DESCRIPTION/SCOPE:** This Contract provides for Construction Management and Inspection Services for the Construction Branch of the Department of Public Works and Engineering in connection with 72-inch Sanitary Tunnel on Lyerly.

**LOCATION:** The project is located along Lyerly from Airline Drive to Fulton Street. The project is located in the Key Map grid 453-F.

**SCOPE OF CONTRACT AND FEE:** This contract will provide Construction Management and Inspection Services, including contract administration, processing pay estimates, coordinating schedules, evaluating proposals and change orders, site representation, inspection, document control, project closeout, and other tasks requested by the Director of the Department of Public Works and Engineering.

Project funding for construction management services will be appropriated with the construction contract award. The requested appropriation of \$5,000.00 will provide for limited pre-construction review and preparation as required.

**M/WBE PARTICIPATION:** Carter & Burgess, Inc. has proposed the following firm to achieve the 24% M/WBE goal for this project:

NAME OF FIRM	WORK DESCRIPTION	PERCENTAGE
1. KIT Professionals, Inc.	Inspection/Administrative Services	24%

MSM:JTL:AR:mq

S:\E&C Construction\North Sector\CM's\ Carter & Burgess\RCA.DOC

C: Daniel W. Krueger, P.E.

Velma Laws

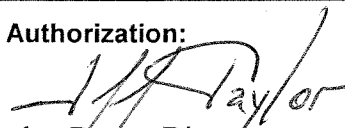
File No. Admin - Carter & Burgess, Inc.

**REQUIRED AUTHORIZATION**

**CUIC ID # 20MZQ017**

**F&A Director:**

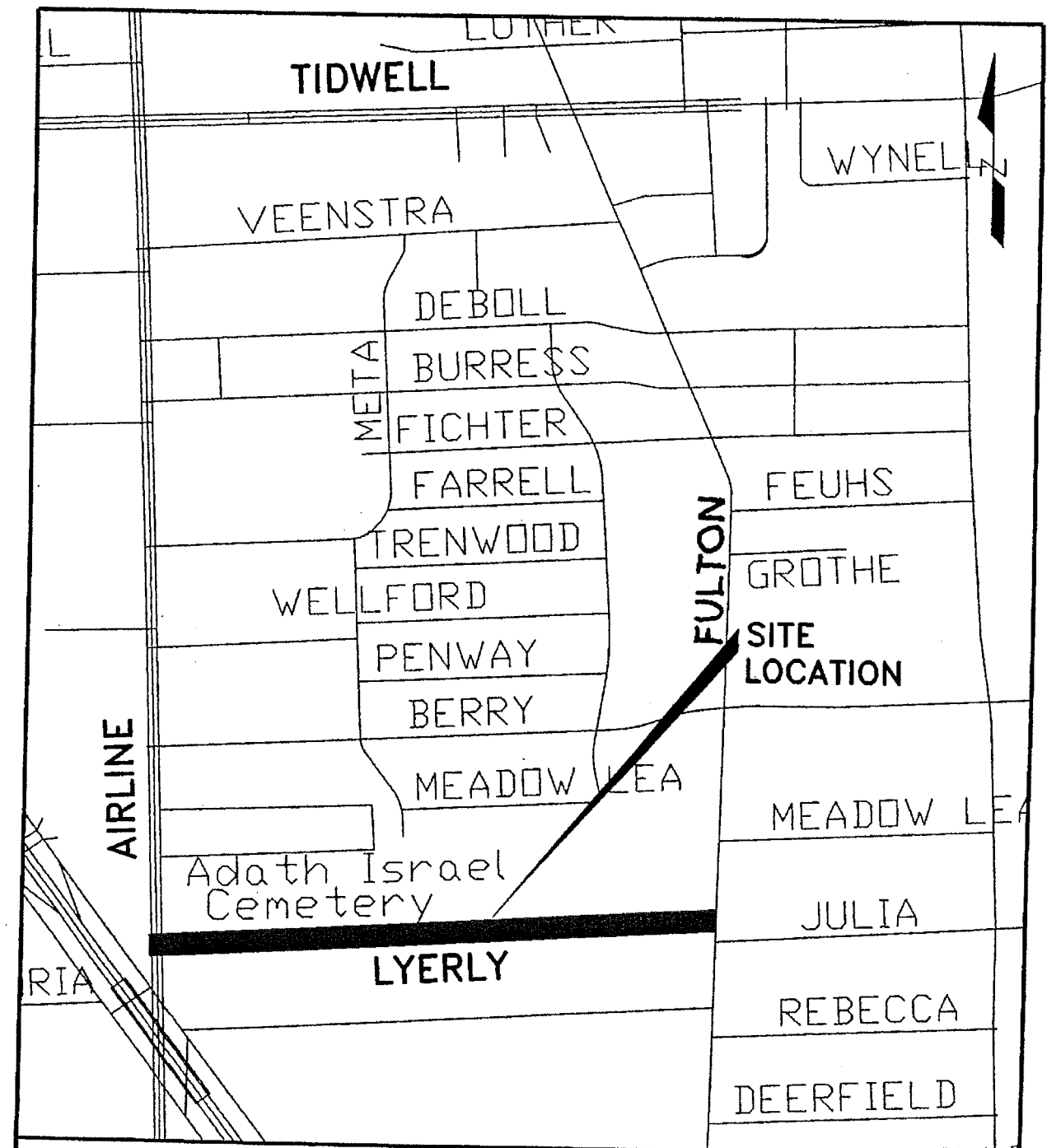
**Other Authorization:**

  
Jeff Taylor, Deputy Director  
Public Utility Division

**Other Authorization:**

  
Daniel W. Krueger, P.E., Deputy Director  
Engineering and Construction Division

NA



**DESIGN OF LYERLY SEWER TUNNEL  
FROM AIRLINE DRIVE TO FULTON STREET**


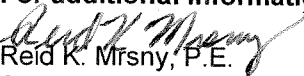
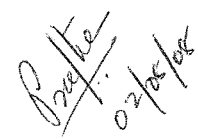
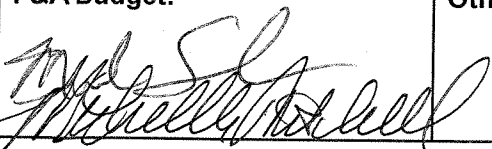
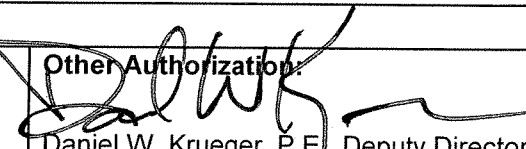
WBS NO. R-002003-0003-4

KEY MAP 453F

COUNCIL DISTRICT H

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

<b>SUBJECT:</b> Contract Award for Storm Drainage Improvements in the Fonn Villas Subdivision. WBS Nos. M-000249-0002-4; S-000500-0063-4, and R-000500-0063-4		<b>Page</b> 1 of 2	<b>Agenda Item #</b> 35
<b>FROM: (Department or other point of origin):</b> Department of Public Works and Engineering		<b>Origination Date:</b> 3/27/08	<b>Agenda Date:</b> APR 16 2008
<b>DIRECTOR'S SIGNATURE:</b>  Michael S. Marcotte, P.E. DEE		<b>Council District affected:</b> G m.s.	
<b>For additional information contact:</b>  Reid K. Mrsny, P.E. Senior Assistant Director Phone: (713) 837-0452		<b>Date and identification of prior authorizing Council action:</b>	
<b>RECOMMENDATION: (Summary)</b> Accept low bid, award Construction Contract, and appropriate funds.			
<b>Amount and Source of Funding: \$18,524,000.00</b> \$ 12,274,000.00 from Drainage Improvements Commercial Paper Series F, Fund No. 4030 \$ 6,250,000.00 from Water and Sewer System Consolidated Construction Fund No. 8500 			
<b>PROJECT NOTICE/JUSTIFICATION:</b> This project is part of the Storm Drainage Capital Improvement Plan (CIP) and is required to provide drainage improvements to alleviate flooding due to insufficient pipe capacity in this subdivision.			
<b>DESCRIPTION/SCOPE:</b> This project consists of the installation of approximately 5,915 linear feet of reinforced box storm sewer; 12,427 linear feet of 60-inch, 54-inch, 48-inch, 42-inch, 36-inch, 30-inch and 24-inch storm sewers; 2,275 linear feet of 10-inch and 6-inch sludge force main; 1,690 linear feet of 15-inch, 12-inch, 10-inch, 8-inch and 6-inch sanitary sewer; 5,820 linear feet of 54-inch, 15-inch, 12-inch, 10-inch, 8-inch and 6-inch sanitary sewer rehabilitation; 27,315 linear feet of 12-inch, 8-inch and 6-inch waterline; roadway reconstruction and sidewalk.			
The Contract duration for this project is 700 calendar days. This project was designed by Van DeWiele Engineering Incorporated.			
<b>LOCATION:</b> This project is generally bounded by Interstate Highway 10 east Feeder Road on the north, Old Oaks Street on the south, West Bough Street on the west and Tallowood Street and Attingham Drive on the east. The project is located in Key Map Grids 489D and 489H.			
<b>BIDS:</b> Bids were received on November 29, 2007. The six (6) bids are as follows:			
<b>Bidder</b>		<b>Bid Amount</b>	
1. Reytec Construction Resources, Inc.		\$16,274,537.10	
2. Pace Services, LP		\$16,703,358.99	
3. Conrad Construction Company, Inc.		\$17,893,168.15	
4. Texas Sterling Construction Company		\$18,174,781.40	
5. JFT Construction, Inc.		\$18,504,955.26	
6. Total Contracting Limited		\$19,310,789.33	
<b>REQUIRED AUTHORIZATION</b>		<b>CUIC# 20MS93</b>	
<b>F&amp;A Budget:</b> 	<b>Other Authorization:</b>	<b>Other Authorization:</b>  Daniel W. Krueger, P.E., Deputy Director Engineering and Construction Division	

<b>Date</b>	<b>Subject:</b> Contract Award for Storm Drainage Improvements in the Fonn Villas Subdivision. WBS Nos. M-000249-0002-4; S-000500-0063-4, and R-000500-0063-4	<b>Originator's Initials</b>	<b>Page</b> 2 of 2
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**AWARD:** It is recommended that this Construction Contract be awarded to the low bidder, Reytec Construction Resources, Inc. with a bid of \$16,274,537.10 and that Addenda Numbers 1, 2, 3, 4, and 5 be made a part of this Contract.

**PROJECT COST:** The total cost of this project is \$18,524,000.00 to be appropriated as follows:

•	Bid Amount	\$16,274,537.10
•	Contingencies	\$ 813,727.00
•	Engineering and Testing Services	\$ 330,000.00
•	Project Management	\$ 325,915.90
•	Construction Management	\$ 779,820.00

Engineering and Testing Services will be provided by Terracon Consultants, Inc. under a previously approved Contract.

Construction Management Services will be provided by ESPA Corp, Inc. under a previously approved Contract.

Bonus of early completion is \$180,000.00. This represents the number of days between the contract substantial completion date and the early completion date, 90 calendar days maximum, multiplied by \$2,000.00 per day. The actual amount, if applicable, will be based upon the early completion date.

**MWBE/SBE PARTICIPATION:** The low bidder has submitted the following proposed program to satisfy the 14 % MBE goal, 3% SBE goal, and 5% WBE goal for this project.

<b><u>MBE - Name of Firms</u></b>	<b><u>Work Description</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
1. Access Data Supply, Inc.	Reinforced Concrete	\$ 1,950,000.00	11.98%
2. Ecung Construction	Landscaping	\$ 295,045.00	1.81%
3. PRV Services, Inc	Install Storm Sewer	\$ 763,010.00	4.69%

<b>TOTAL</b>	<b>\$ 3,008,055.00</b>	<b>18.48%</b>
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<b><u>SBE - Name of Firms</u></b>	<b><u>Work Description</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
1. Rebar Supply Company, Ltd.	Rebar Steel	\$ 205,100.00	1.26%
2. Work Zone Products, Inc.	Pavement Marking	\$ 29,846.50	0.18%
3. Perez Construction Company	Concrete/Curb	\$ 55,030.00	0.34%
4. Traffic Control Products	Traffic Control	\$ 96,262.00	0.59%
5. Lazer Construction Company, Inc.	Asphalt Paving	\$ 155,056.80	0.95%

<b>TOTAL</b>	<b>\$ 541,295.30</b>	<b>3.32%</b>
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<b><u>WBE - Name of Firms</u></b>	<b><u>Work Description</u></b>	<b><u>Amount</u></b>	<b><u>% of Contract</u></b>
1. CBIC Construction & Development LLC.	Sanitary Rehab	\$ 972,060.00	5.97%
<b>TOTAL</b>	<b>\$ 972,060.00</b>	<b>5.97%</b>	

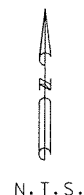
All known rights-of-way, easements and/or rights-of-entry required for this project have been identified.

MSM:DWK:RKM:HH:MS:klw

S:\design\A-sw-div\WPDATA\SABZEVAR\SWMP\M-0249-2 Fonn Villas\Post Bid\FV RCA 01-07-2008.doc

c: Marty Stein  
Susan Bandy  
Velma Laws

Craig Foster  
Michael Ho, P.E.  
WBS No. M-000249-0002-4 (RCA 1.2)



PROJECT NAME: STORM DRAINAGE IMPROVEMENTS IN FONN VILLAS SUBDIVISION  
 PROJECT LOCATION: 489D & 489H  
 COUNCIL DISTRICT G  
 GIMS MAP: 4957A 4957B 4958C 4958D

**VanDeWiele  
 Engineering  
 Incorporated**

**Consulting  
 Engineers**

2925 Briarpark, Suite 275  
 Houston, Texas 77042-3778  
 713/782-0042  
[www.vandewiele-eng.com](http://www.vandewiele-eng.com)

**CITY OF HOUSTON**  
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

STORM DRAINAGE  
 IMPROVEMENTS IN THE  
 FONN VILLAS SUBDIVISION  
 WBS NO. M-000249-0002-4  
 VICINITY MAP



R

## REQUEST FOR COUNCIL ACTION

TO: Mayor via City Secretary

RCA #

## SUBJECT:

Ordinances granting Commercial Solid Waste Operator Franchises

Category #

Page 1 of 1

Agenda Item#

1<sup>ST</sup> Reading

36-38

## FROM: (Department or other point of origin):

Alfred J. Moran, Director  
Administration & Regulatory Affairs

Origination Date

April 4, 2008

Agenda Date

APR 16 2008

## DIRECTOR'S SIGNATURE:

Council Districts affected:

ALL

## For additional information contact:

Juan Olguin  
Tina Paez

Phone: (713) 837- 9623

Phone: (713) 837- 9630

Date and identification of prior authorizing

Council Action: Ord. # 2002-526 – June 19, 2002;  
Ord. # 2002-1166-December 18, 2002.

## RECOMMENDATION: (Summary)

Approve ordinances granting Commercial Solid Waste Operator Franchises

## Amount of Funding:

REVENUE

F &amp; A Budget:

## SOURCE OF FUNDING:

☐ General Fund☐ Grant Fund☐ Enterprise Fund☐ Other (Specify)

## SPECIFIC EXPLANATION:

It is recommended that City Council approve ordinance(s) granting Commercial Solid Waste Operator Franchises to the following solid waste operators pursuant to Article VI, Chapter 39. The proposed Franchisees are:

1. Arrow Services 123, Inc.
2. Performance Contracting, Inc.
3. Millennium Project Solutions, Inc.

The proposed ordinances grant the Franchisees the right to use the City's public ways for the purpose of collecting, hauling or transporting solid or industrial waste from commercial properties located within the City of Houston. In consideration for this grant, each Franchisee agrees to pay to the City an annual Franchise Fee equal to 4% of their annual gross revenue, payable quarterly. To verify Franchisee compliance with the franchise, the City has the right to inspect, and the company has the duty to maintain, required customer records during regular business hours. The franchise contains the City's standard release and indemnification, default and termination, liquidated damages and force majeure provisions. The proposed franchise terms expire on December 31, 2013.

## REQUIRED AUTHORIZATION

Finance Director:



APR 16 2008

MOTION NO. 2008

MOTION by Council Member Garcia that the recommendation of the Director of the General Services Department, for approval of the Fiscal Year 2009-2013 Capital Improvement Plan and to establish a charge for copies, be adopted, and the 2009-2013 Capital Improvement Plan, is hereby approved by the City Council, and a charge of \$75.00 plus postage per set is hereby established for the sale of said documents.

Seconded by Council Member Lawrence

Council Member Khan absent

Council Member Holm absent on personal business

On 04/09/2008 the above motion was tagged by Council Members Clutterbuck and Noriega.

mla

TO: Mayor via City Secretary

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Approval of the Fiscal Year 2009-2013 Capital Improvement Plan (FY2009-2013 CIP)Page  
1 of 1Agenda  
Item**FROM (Department or other point of origin):**

General Services Department

**Origination Date****Agenda Date**

APR 09 2008

**DIRECTOR'S SIGNATURE:**

Issa Z. Dadoush, P. E.

**Council District(s) affected:** APR 16 2008

All

**For additional information contact:**

Webb Mitchell, CIP Manager Phone: 832-393-8051

**Date and identification of prior authorizing Council action:**

**RECOMMENDATION:** That City Council approve by Motion the Fiscal Year 2009-2013 Capital Improvement Plan (FY2009-2013 CIP) and establish a charge of \$75.00 plus postage for the purchase of the adopted CIP documents. CD version of the CIP will be available for \$5.00 plus postage.

**Amount and Source of Funding:** N/A**Finance Budget:**

**SPECIFIC EXPLANATION:** The FY2009-2013 Capital Improvement Plan supports improved delivery of services and improved quality of living for Houstonians, with increased emphasis on public safety, drainage, transportation infrastructure, mobility, quality of life, affordable housing and economic development. This plan emphasizes the replacement and rehabilitation of existing facilities and the selective addition and expansion of facilities.

The FY2009-2013 CIP is presented in three volumes. Volume One contains projects that are predominately vertical construction supported by the General Services Department for its clients (C&E, Fire, Health, Library, Parks, Police, and Solid Waste). Volume Two identifies projects supported by Public Works & Engineering and the Houston Airport System. This format is identical to last year's format that saved printing costs and provided greater ease in locating projects by construction type, and not funding. Volume Three is an Executive Summary of the plans shown in Volumes One and Two.

The FY2009-2013 CIP calls for appropriation of \$4.43 billion during the five-year period. Planned appropriations for the Public Improvement Programs total \$1.77 billion and \$2.66 billion for the Enterprise Programs.

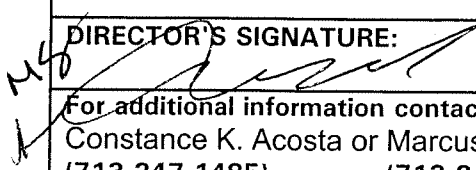

The General Services Department recommends that City Council approve the FY2009-2013 CIP and establish a charge of \$75.00 plus postage per set (Volume One, Volume Two and the Executive Summary). All three volumes (1 set) of the adopted CIP will be available for public viewing at the main offices of most city departments and will be on the Internet, accessible through the City's home page located at <http://www.houstontx.gov/cip/index.html>. The FY2009-2013 CIP can be purchased at the City Secretary's office. A CD version of the CIP will be available for \$5.00 plus postage.

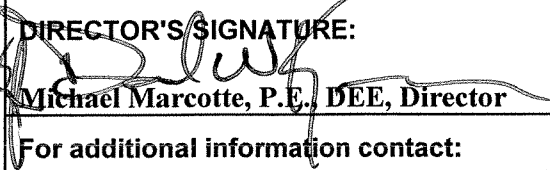
IZD:JLN:JT:WM:wm

c: Marty Stein, Jacquelyn L. Nisby, Arturo Michel, James Tillman

## REQUIRED AUTHORIZATION

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

SUBJECT: Settlement of <i>Michael Cox vs. City of Houston</i> ; Cause No. H-04-4318; In the United States District Court; Southern District of Texas.		Category #	Page 1 of 2 Agenda Item # <b>404</b>
FROM (Department or other point of origin): Legal Department - Labor Division		Origination Date <b>4/3/08</b>	Agenda Date <del>APR 09 2008</del>
DIRECTOR'S SIGNATURE: 		Council District affected: <b>APR 16 2008</b>	
For additional information contact: Constance K. Acosta or Marcus L. Dobbs (713-247-1485) (713-247-1517)		Date and identification of prior authorizing Council action:	
RECOMMENDATION: (Summary) That the Council adopt a motion approving and authorizing the settlement of all claims between Michael Cox and the City of Houston, for an amount of \$155,000.00.			
Amount of Funding: <b>\$155,000.00</b>		F & A Budget:	
SOURCE OF FUNDING: <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund			
<input checked="" type="checkbox"/> Other (Specify) <b>Property and Casualty Fund No. 1004</b>			
SPECIFIC EXPLANATION:			
<p><b>THIS DOCUMENT CONTAINS AN OFFER TO COMPROMISE DISPUTED CLAIMS AND IS NOT ADMISSIBLE EVIDENCE UNDER TEXAS RULE OF EVIDENCE 408</b></p> <p>This suit was instituted by Michael Cox, a police officer with the Houston Police Department, in November of 2004. Sergeant Cox alleged retaliation under Title VII, the Age Discrimination in Employment Act, the Americans with Disabilities Act and the Texas Commission on Human Rights Act. The City filed a Motion to Dismiss Plaintiffs claims under the ADEA and the ADA for failure to state a claim. Judge Werlein granted the City's Motion to Dismiss Cox's ADEA and ADA claims in August of 2005.</p> <p>Sergeant Cox complains that the City retaliated against him because of an internal statement he gave to the Internal Affairs Division ("IAD") of the police department concerning another officer's complaint that Beth Kruezer, a female Solo officer, had been sexually harassed by Sergeant Cliff Simmons. He also claims that he was retaliated against because he gave a statement to the EEOC on April 17, 2003 in connection with the EEOC's investigation of Kruezer's complaints.</p> <p>In addition, Cox claims that the City fired him in retaliation against him for supporting Kruezer's charge of discrimination. The City denies Cox's claims in their entirety. The City asserts that Sergeant Cox was fired for lack of sound judgement, insubordination, and interfering with a transfer. Sergeant Cox was reinstated after a hearing in front of an independent third party hearing examiner heard his case. However, Sergeant Cox was reinstated without back pay and the hearing examiner found Sergeant Cox violated rules of the HPD.</p> <p>If Sergeant Cox prevails in front of the jury, the City would have exposure well in excess of the amount of settlement. In view of the above, the City Attorney recommends that City Council adopt a motion authorizing the settlement of this lawsuit for the amount of \$155,000.00 with a warrant made payable to Michael Cox for \$85,787.39 and another warrant made payable to Dow, Golub, Berg, and Beverly, LLP for \$69,212.61.</p>			
REQUIRED AUTHORIZATION			
F&A Director: 	Other Authorization:	Other Authorization:	

<b>SUBJECT:</b> Ordinance approving Compromise and Settlement Agreement with Clear Channel Outdoor, Inc.		<b>Category #</b>	<b>Page</b> 1 of 1	<b>Agenda Item #</b> 26
<b>FROM (Department or other point of origin):</b> Public Works and Engineering		<b>Origination Date</b> 4/4/08	<b>Agenda Date</b> APR 09 2008	
<b>DIRECTOR'S SIGNATURE:</b>  Michael Marcotte, P.E., DEE, Director		<b>Council District affected:</b> ALL		
<b>For additional information contact:</b> Andrew F. Icken <b>Phone:</b> (713) 837-0510		<b>Date and identification of prior authorizing Council action:</b>		

**RECOMMENDATION:** Adopt ordinance approving and authorizing a Compromise and Settlement Agreement with Clear Channel Outdoor, Inc.

**Amount and Source of Funding:** N/A

**F&A Budget:**

**BACKGROUND:**

After many years of dispute and litigation dating back to 1987, the City has come to an agreement with billboard operator Clear Channel Outdoor, Inc. (CCO), the primary operator of small and medium sized billboard structures in the City. The agreement will remove 831 billboard structures which are 100% of the 8-sheet structures and 38% of the 30-sheet poster structures. This consists of two-thirds (64%) of CCO's existing 1297 small and medium sized billboard structures, which will be permanently removed at CCO's expense. The 831 billboards to be removed are distributed across all Council Districts. Highlights of the agreement include the following:

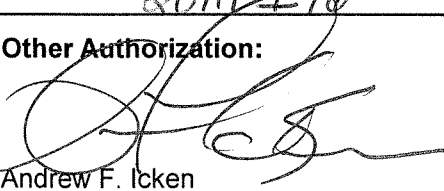
- (1) CCO will eliminate 538 8-sheet signs (all) within the Sign Code Application Area within nine months of the date of the agreement.
- (2) CCO will reduce the number of 30-sheet signs within the Sign Code Application Area from 759 to 466 within nine months of the date of the agreement. A matrix of CCO's initial plans concerning which boards will remain is attached. Constraints exist in the agreement to change to the final plan for 1/1/09.
- (3) Included within the 30 sheet sign removals are 51 signs currently located in Scenic Districts. This reduction represents 97% of the targeted medium board removals in Scenic Districts.
- (4) The amortization of 24 CCO unprotected bulletins will be extended twenty years. At the conclusion of this period, CCO must remove these bulletins.
- (5) Of the 466 remaining signs, CCO may reconstruct them, but cannot increase the number of faces, the size of the faces or the heights of the faces or the structures than that of the original structure. CCO also may not add lighting or increase the intensity of the lighting on any reconstructed sign. All reconstructed signs not on the National Highway System shall be removed within 10 years of the end of this Agreement (2039).
- (6) Of the 466 remaining signs that require relocation due to government actions, they may be relocated for a period of twenty (20) years; however, CCO cannot increase the number of faces, the size of faces or the heights of the faces or structures than that of the original structure. They also may not add lighting or increase the intensity of the lighting on any reconstructed sign. All reconstructed signs not on the National Highway System shall be removed within 10 years of the end of this Agreement (2039).
- (7) The term of the Agreement will be for 20 years. Except as otherwise provided in the agreement, at the end of the 20-year term all remaining signs will be subject to regulation in existence at that time.

**REQUIRED AUTHORIZATION**

**F&A Director:**

**Other Authorization:**

**Other Authorization:**

  
Andrew F. Icken  
Deputy Director  
Planning & Development Services

City of Houston, Texas, Ordinance No. \_\_\_\_\_

**AN ORDINANCE APPROVING AND AUTHORIZING A COMPROMISE AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF HOUSTON AND CLEAR CHANNEL OUTDOOR, INC. TO SETTLE OUTSTANDING DISPUTES AND CONTROVERSIES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

**WHEREAS**, the City Council of the City of Houston finds and determines that certain Off-Premise Signs having a sign face of 100 square feet or less, known as "8-sheets", are especially prevalent in the more established neighborhoods of the city; and

**WHEREAS**, the City Council finds and determines that an arrangement whereby such 8-sheet signs would be removed without the opportunity for reconstruction would significantly enhance local property values, decrease visual blight, and generally improve the character of those neighborhoods where such signs are currently located; and

**WHEREAS**, the City Council finds and determines that the reduction of the number of larger Off-Premise Signs having a sign face of more than 100 square feet and no more than 300 square feet, known as "30-sheets", would also positively impact surrounding properties and decrease nearby visual blight; and

**WHEREAS**, Clear Channel, Inc., has under permit from the City of Houston the preponderance of 8-sheet and 30-sheet Off-Premise Signs located in the city and its extraterritorial jurisdiction; and

**WHEREAS**, the removal of a sizeable percentage of 8-sheet and 30-sheet Off-Premise Signs currently located in areas in the City designated as Scenic Districts under the Sign Code would significantly enhance the scenic, aesthetic, and visual characteristics of said Districts; and

**WHEREAS**, the City and Clear Channel anticipate future highway expansion projects will displace current 30-sheet Off-Premise Signs owned by Clear Channel, and establishing a clear policy with regard to the displacement and subsequent relocation of said signs is mutually beneficial to the long term interests of both the City and Clear Channel; and

**WHEREAS**, for many years Clear Channel Outdoor, Inc. and the City of Houston were parties to litigation over the Houston Sign Code (the "Sign Code") and its application to Clear Channel's Off-Premise Signs in Houston, which litigation (the "Litigation") concluded in 2003; and

**WHEREAS**, Clear Channel and the City acknowledge that bona fide disputes and controversies exist between them regarding the application of the judgment in the Litigation and the Sign Code to Clear Channel's UL ("Useful Life") Signs; and

**WHEREAS**, Clear Channel has under permit from the City twenty-four Off-Premise Signs greater than 300 square feet in sign face, known as "Bulletin Signs" currently located primarily on major thoroughfares and the subject of disputes between the City and Clear Channel as to the requirement for such Bulletin Signs to be removed from their current locations in the City by operation of law, judicial determination, application of City ordinance, or otherwise; and

**WHEREAS**, the City Council finds and determines that resolution of said disputes by extending the useful life of said Bulletin Signs accompanied by the total removal of all 8-sheet Off-Premise Signs and the removal of a substantial number of 30-sheet Off-Premise Signs by Clear Channel would have an overall positive impact on the economic viability and aesthetic quality of neighborhoods where signs would be removed; and

**WHEREAS**, to resolve these disputes and controversies and to avoid the substantial expense and distraction of future litigation, Clear Channel and the City engaged in arm's-length discussions to resolve their disputes over Clear Channel's UL Signs; and

**WHEREAS**, pursuant to those discussions Clear Channel and the City agree to a compromise and settlement pertaining to Clear Channel's 8-sheet, 30-sheet, and Bulletin Off-Premise Signs and to set forth the terms of their compromise and settlement in a formal Agreement; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:**

**Section 1.** That the City Council hereby approves and authorizes the execution of the Compromise and Settlement Agreement, (the *Agreement*), in substantially the form of the document attached hereto and incorporated herein by reference for all purposes.

**Section 2.** That the Mayor is hereby authorized to execute the *Agreement* and all related documents on behalf of the City of Houston and, in the event of changed circumstances, the Mayor is further specifically authorized to take all actions necessary to effectuate the City's intent and objectives regarding the *Agreement*.

**Section 3.** That the City Secretary is hereby authorized to attest to the Mayor's signature as it shall appear on the *Agreement* and to affix the seal of the City of Houston to the *Agreement*.

**Section 4.** That the City Attorney is hereby authorized to take any and all actions necessary to enforce the *Agreement* without further authorization from Council.

**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore,

this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston

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

\_\_\_\_\_  
City Secretary

Prepared by Legal Dept

LWS 03/26/2008

Requested by \_\_\_\_\_

L. D. No. \_\_\_\_\_

  
Senior Assistant City Attorney



## COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement ("Agreement") is made by and between Clear Channel Outdoor, Inc. ("CCO"), a Delaware corporation authorized to do business in the State of Texas, with offices located at 1313 West Loop North, Houston, Texas 77055, and the City of Houston, Texas ("Houston"), a Texas municipal corporation and Home Rule City, with offices located at City Hall, 901 Bagby, Houston, Texas 77002.

### **Recitals:**

**WHEREAS**, for many years CCO and Houston were parties to litigation over the Houston Sign Code, Chapter 46 of the Houston Building Code (the "Sign Code"), and its application to CCO's off-premise signs in Houston, which litigation concluded in 2003 (the "Litigation"); and

**WHEREAS**, CCO and Houston acknowledge that bona fide disputes and controversies exist between them regarding the application of the judgment in the Litigation and the Sign Code to CCO's off-premise signs given the "useful life" designation (the "UL Signs"). To resolve those disputes and controversies and to avoid the substantial expense and distraction of future litigation, CCO and Houston engaged in arm's-length discussions and, pursuant to those discussions, CCO and Houston agreed to a compromise and settlement pertaining to CCO's off-premise signs and to set forth the terms of their compromise and settlement in this Agreement.

## **Agreement**

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, including the recitals set forth above, CCO and Houston agree as follows:

**1. Definitions.** For the purposes of this Agreement, the terms "Off-Premise Sign," "Sign Code Application Area," and "Scenic or Historical Rights-of-Way District" (referred to as "Scenic District") shall be defined as stated in the Sign Code in effect as of April 1, 2008. For the purposes of this Agreement, the term "Sign" shall mean any outdoor display, design, pictorial or other representation that shall be so constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever so that the same is designed, intended, or used to advertise or inform. The term "Sign" shall include the sign structures at the locations described in the attached Exhibit A.

As used in this Agreement, the term "Effective Date" shall be 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.

**2. Permanent Removal of Certain of CCO's Off-Premise Signs.** On or before January 1, 2009, or nine (9) months from the Effective Date of this Agreement, whichever date is later, CCO shall remove all of its six-foot by twelve-foot Off-Premise

Sign structures (also known as "8-sheets") located in the Sign Code Application Area, regardless of the number of sign faces, the total number of which is approximately 538 sign structures. This removal of 8-sheets shall include all signs of whatever configuration of less than 100 square feet per sign face. In addition, on or before January 1, 2009, or nine (9) months from the Effective Date of this Agreement, whichever date is later, CCO shall remove that number of its existing twelve-foot by twenty-four-foot Off-Premise Sign structures (also known as "30-sheets") located in the Sign Code Application Area, regardless of the number of sign faces, such that, following such removal, CCO shall have no more than 466 of its existing 30-sheet Off-Premise Sign structures, with no more than two (2) faces per sign structure (one on each side of the sign structure) remaining in the Sign Code Application Area (hereinafter referred to as the "Remaining Signs"). The 30-sheet Off-Premise Sign structures removed by CCO hereunder shall include those fifty-one (51) 30-sheet Off-Premise Sign structures located in Scenic Districts and listed in Exhibit B attached hereto. This removal of 30-sheets shall include any signs of whatever configuration equal to or greater than 100 square feet per sign face and less than or equal to 300 square feet per sign face. The total number of CCO's 30-sheet Off-Premise Sign structures to be removed under this Agreement shall be approximately 293. The parties hereby acknowledge and agree that those certain CCO sign distribution lists submitted by CCO to Houston on April 4, 2008, which is hereby incorporated herein by reference, setting forth the distribution of CCO's signs within boundaries of Houston City Council Districts as summarized in the matrix attached hereto as Exhibit C shall be the stipulated and agreed upon list of

CCO's sign distribution for each Houston City Council District for all purposes under this Agreement, and any discrepancies in terms of location of a sign in any Houston City Council District as a result of boundary discrepancies and other similar errors shall not be computed to adversely impact CCO in terms of determining whether or not there was an increase in the Post Removal Distribution (as defined below) as provided for below. The matrix attached hereto as Exhibit C shows the current distribution of signs for each Houston City Council District (the "Pre-Removal Distribution") and the projected distribution of the Remaining Signs for each Houston City Council District when the sign removal process is complete (the "Post Removal Distribution"). CCO agrees that the Post Removal Distribution shall not decrease or increase by more than ten percent (10%) from the number set forth on Exhibit C for any individual Houston City Council District, so long as the total number does not exceed 466 for all Remaining Signs. Other than removing those fifty-one (51) 30-sheet Off-Premise Sign structures located in Scenic Districts and listed in Exhibit B attached hereto and satisfying the requirements stated herein for distribution by Houston City Council District in conformance with the matrix shown in Exhibit C, CCO shall have sole discretion in determining which 30-sheet Off-Premise Sign structures shall be removed.

The Off-Premise Sign structures to be removed by CCO pursuant to this Agreement (collectively, the "Removed Signs") shall be dismantled and removed entirely at CCO's expense and all related permits shall be deemed void and extinguished. On or before the fifth business day of each month during the process of removing the Removed Signs, CCO shall provide Houston with a verified list showing

sign location, address, and permit number for all Removed Signs removed during the previous month. In addition, CCO shall, no later than January 15, 2009, or nine (9) months from the Effective Date of this Agreement, whichever date is later, provide Houston with a verified list showing sign location, address, and permit number for all Removed Signs CCO has removed as required by this Agreement. CCO's removal obligation set out herein shall apply regardless of whether the message currently appearing on the sign face is commercial or non-commercial. Finally, CCO shall, in conformance with the Sign Code, file with Houston on or before January 1, 2009, a verified list showing the sign location, address, and permit number for the Remaining Signs.

**3. Remaining 30-Sheet Off-Premise Signs.** Following the removal of the Removed Signs, CCO shall have no more than 466 of its 30-sheet Off-Premise Sign structures (the "Remaining Signs") and no 8-sheet Off-Premise Sign structures in the Sign Code Application Area, regardless of whether the messages on the Remaining Signs are commercial or non-commercial. Except as specifically provided in this Paragraph 3 of this Agreement, the Remaining Signs shall not be subject to any removal, relocation, or reconfiguration by Houston for a period of twenty (20) years commencing from the Effective Date of this Agreement (the Carry-Over Period). CCO shall timely obtain renewal operating permits as required under the Sign Code for each Remaining Sign, and CCO shall continuously maintain and repair all Remaining Sign structures in accordance with the maintenance, safety, and structural requirements of Sections 4607(a) and (b) and 4609 (a), (b), (c), (d), (g), (h), and (o) of the Sign Code.

During the Carry-Over Period, CCO shall have the right to display commercial and/or non-commercial messages on the Remaining Signs, and Houston shall undertake no effort to restrict CCO from displaying commercial or non-commercial messages on the Remaining Signs. This provision shall in no way restrict or limit the ability of Houston to require the removal of any Remaining Sign when such removal is necessary for and associated with any Houston road, street, or other publicly funded improvement project. Save and except as otherwise provided in this Agreement, in the event of any such requirement to remove any Remaining 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. Any sign so removed shall be entitled to be relocated as provided in paragraph 4A of this Agreement.

**4. Relocation and Reconstruction of the Remaining Signs.**

A. Relocation. Any Remaining Sign required to be removed or to which operational access has been effectively denied by acts or requirements of any governmental authority, such as but not limited to Houston, the Texas Department of Transportation, Harris County, or the Metropolitan Transit Authority, may be relocated during the Carry-Over Period to locations in the Sign Code Application Area conforming solely to the requirements of or in accordance with the procedures specified in subsections (c), (d), (g), (h), and (i) and Table 4612 of Section 4612 of the Sign Code, and in accordance with Section 4617(a) subsections (3), (7), and (8) of the Sign Code; provided, however, that for any Remaining Signs so relocated CCO may not increase the number of faces, the size of the faces, the height of the faces on the structures, or

the height of the structures themselves. CCO also may not add illumination to a previously un-illuminated sign or install a relocated sign to produce light intensity with greater foot candles above ambient lighting than that which previously existed on the relocated Remaining Sign. Any Remaining Sign relocated as provided herein shall be entitled to remain at the new location for a period of twenty (20) years from the date of relocation, unless again required to be removed during said twenty (20) years by subsequent governmental action, in which case said Remaining Sign may be subsequently relocated for the remainder of such 20-year relocation term, plus such amount of time that the applicable Remaining Sign was not in operation as a result of the requirement to remove such Remaining Sign. A Remaining Sign located adjacent to an NHS (National Highway System) roadway at the time of relocation may only be relocated adjacent to another NHS roadway; a Remaining Sign located adjacent to a non-NHS roadway at the time of relocation may only be relocated to a new site adjacent to another non-NHS roadway. No Remaining Sign may be relocated from a site adjacent to an NHS roadway to a site adjacent to a non-NHS roadway, nor may a Remaining Sign located on a site adjacent to a non-NHS roadway be relocated to a site adjacent to an NHS roadway. At the conclusion of the twenty (20) year relocation period, CCO shall dismantle and remove, entirely at CCO's expense, from the Sign Code Application, all Remaining Signs that were relocated under this Agreement to sites adjacent to non-NHS roadways and, that at the end of such twenty (20) year period, continue to be located at sites adjacent to non-NHS roadways, and upon such removal, permits related to such removed Remaining Signs shall be deemed void and

extinguished, provided, that notwithstanding the immediately preceding provision, the Remaining Signs that are listed in the attached Exhibit D and that were relocated to sites adjacent to non-NHS roadways shall not be required to be removed. No Remaining Sign may be relocated into a Scenic District existing as of April 1, 2008. Prior to relocating a Remaining Sign pursuant to this Agreement, CCO shall give the Houston Sign Administrator fifteen (15) days written notice of each Remaining Sign to be relocated, its permit number, its existing location, and the location to which it will be moved. CCO shall be solely responsible for the cost of relocating any of the Remaining Signs pursuant to this Agreement. Relocation of a Remaining Sign under this Agreement shall not require a new sign permit or new operating permit from Houston but shall require a construction permit and an electrical permit and the accompanying appropriate fees.

B. Reconstruction. On 30 days advance written notice to Houston, and issuance of appropriate permits as required in this Subparagraph B, CCO may reconstruct any of the "Remaining Signs" at their existing or relocated locations in accordance with Paragraph 4A, but may not increase the number of faces, the size of the faces, the height of the faces on the structures, or the height of the structures themselves. CCO also may not add illumination to a previously un-illuminated reconstructed sign or install a reconstructed sign to produce light intensity with greater foot candles above ambient lighting than that which previously existed on the reconstructed Remaining Sign. Reconstruction of the Remaining Signs shall be at CCO's sole expense and solely in accordance with the maintenance, safety, and structural requirements of Sections



4607(a) and (b) and 4609 (a), (b), (c), (d), (f), (g), (h), and (o) of the Sign Code. All Remaining Signs that were reconstructed as provided under this Agreement at site adjacent to non NHS roadways at the time of reconstruction and that continue to be located at sites adjacent to non-NHS roadways shall be dismantled and removed by CCO entirely at CCO's expense by the later of December 31, 2038 or the modified relocation period provided for in Paragraph 4A, as applicable to such Remaining Sign; and upon such removal, permits related to such reconstructed Remaining Signs shall be deemed void and extinguished, provided, that notwithstanding the immediately preceding provision, the Remaining Signs that are listed in the attached Exhibit D and that were reconstructed at sites adjacent to non-NHS roadways shall not be required to be removed. Reconstruction of a Remaining Sign under this Agreement shall not require a new sign permit or new operating permit from Houston but shall require conformance with the Houston Building Code, including issuance of a construction permit and an electrical permit and the accompanying appropriate fees.

C. Removal of Signs Required. CCO is prohibited from relocating or reconstructing any Remaining Sign as provided herein until such time as all Removed Signs have been removed, provided, however, that in the event CCO is unable to remove certain of the Removed Signs due to an injunction or court order, then CCO shall have the right to relocate and reconstruct as provided herein.

**5. Bulletin Signs.** CCO currently owns and utilizes Off-Premise Signs in the Sign Code Application Area of a size greater than 300 square feet in sign face (commonly known as Bulletin Signs), regardless of whether the messages on said signs

are commercial or non-commercial). Houston contends that a total of twenty-four (24) of CCO's Bulletin Sign structures currently located in the Sign Code Application Area are by operation of law, judicial determination, application of Houston ordinance, or otherwise, subject to and required by a date certain in the future to be permanently dismantled and removed from the Sign Code Application Area. As part of this Agreement, Houston agrees that the removal of such signs, as such signs are identified in Exhibit E hereto, shall be and is hereby postponed and the life of such Bulletin Sign structures is hereby extended for an additional amortization period of twenty (20) years, such that the individual Bulletin Sign structures identified in Exhibit E shall be permitted to remain at their current location until the extended date shown in Exhibit E for each sign. At the expiration of the twenty (20) year extended life, and within thirty (30) days following the expiration date shown in Exhibit E for each respective Bulletin Sign structure, CCO will dismantle and remove, entirely at CCO's expense, each Bulletin Sign structure listed in Exhibit E from the Sign Code Application Area, and all related permits shall be deemed void and extinguished. Anything to the contrary in this Agreement notwithstanding, and except for the provisions set forth in this Agreement with respect to the 24 Bulletin Signs listed on Exhibit E, nothing in this Agreement shall affect or otherwise impact any of CCO's other Bulletin Sign structures.

**6. Signs Previously Reserved for Relocation.** From and after the Effective Date of this Agreement, CCO shall be deemed to waive and forever relinquish any and all rights to reconstruct and /or relocate any and all of its 8-sheet Off-Premise Signs and sign structures, whether such rights were granted by Houston prior to the date of this

Agreement in connection with road-widening projects funded by the Texas Department of Transportation or otherwise. The 8-sheet Off-Premise Signs previously subject to relocation and now rendered ineligible by this Agreement are identified in Exhibit F. Anything to the contrary in this Agreement notwithstanding, CCO's rights to construct, operate or relocate any 30-sheet Off-Premise Signs granted by Houston prior to the Effective Date of this Agreement in connection with road-widening projects funded by the Texas Department of Transportation are hereby preserved; provided, however, in the exercise of such rights by CCO the total number of CCO 30-sheet Off-Premise Signs located in the Sign Code Application Area shall never exceed 466 for the duration of this Agreement. The 30-sheet Off-Premise Signs eligible for relocation under this Paragraph 6 are identified in Exhibit F.

**7. No Relocation into Scenic Districts.** No sign subject to relocation under this Agreement may be relocated into any Scenic District in existence as of April 1, 2008.

**8. Duration of Agreement.** This Agreement shall remain in full force and effect until the benefits and obligations of the parties as specified herein are fulfilled. Those signs under this Agreement subject to removal shall be timely removed as specified in this Agreement. Those signs under this Agreement not subject to removal hereunder shall, at the end of, (i) in the case of Remaining Signs, twenty (20) years from the Effective Date, (ii) in the case of relocated Remaining Signs, the twenty (20) years after the relocation or extended term if subsequently relocated as contemplated in Paragraph 4A, (iii) in the case of reconstructed Remaining Signs, December 2038 or (iv) in the

case reconstructed and relocated Remaining Signs, the later of December 31, 2038 or the date in Section 8(ii) above, be subject to the legal and regulatory scheme existing at that time and applicable to Off-Premise Signs in the Sign Code Application Area.

**9. Application of Sign Code.** This Agreement shall not be construed to release CCO from compliance with any provision of the Sign Code, except as necessary to fulfill the terms of this Agreement.

**10. Time of Performance.** Time is of the essence in the performance of this Agreement.

**11. Force Majeure.** CCO shall not be held responsible for any delay in or failure of performance hereunder, including, without limitation, removal of the Removed Signs or reconstruction of the Remaining Signs during the time periods provided in this Agreement, to the extent such delay or failure is materially the result of matters outside of CCO's control, including, without limitation, fire, explosion, earthquake, hurricane, windstorm, flood, war, insurrection, riot, labor disputes, or acts of government. CCO shall undertake all reasonable measures to mitigate and avoid the impact of said force majeure. To the extent that factors beyond the control of CCO impede or impair CCO's performance hereunder, CCO shall promptly give notice to Houston of such delays, the reasons therefore, the anticipated amount of time required to complete the removal or reconstruction, and the basis for such estimate of time. Following such notice, Houston shall extend the appropriate time period in this Agreement so affected by the identified cause, but only for the estimated time and no longer.

**12. Ordinance Adopting and Implementing This Agreement.** CCO shall execute this Agreement in accordance with its corporate charter and the laws of the State of Texas and shall present said agreement to Houston 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, Houston shall take those steps customary and reasonably required to adopt and implement the terms of this Agreement. CCO and Houston shall cooperate with each other toward 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, and 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.

**13. Notices.** All notices required to be given under this Agreement shall be sent by fax or first class mail and delivered as follows:

To CCO:

Clear Channel Outdoor, Inc.  
Attention: President  
1313 West Loop North  
P.O. Box 542  
Houston, Texas 77001  
Fax (713) 684-4511

and to:

Clear Channel Outdoor, Inc.  
Attention: General Counsel  
2201 East Camelback, Suite 500  
Phoenix, Arizona 85016  
Fax: (602) 381-5782

To Houston:

City of Houston Sign Administrator-Code Enforcement  
Public Works and Engineering Department  
2636 South Loop West, Suite 675  
Houston, Texas 77054

**14. Performance Bond.** No later than ten (10) business days following the Effective Date of this Agreement, CCO shall deliver to Houston and shall keep in force and effect after the Effective Date a surety bond in favor of Houston to secure the compliance by CCO of its obligations under paragraph 2 of this Agreement (the "Paragraph 2 Surety Bond"). The foregoing shall be conditioned on the timely satisfactory performance of all terms, conditions, and covenants contained in paragraph 2 of this Agreement to be performed by CCO and shall stand as security for payment by CCO of all valid claims by Houston in connection therewith. The Paragraph 2 Surety Bond shall be issued by a sound surety company authorized to do business in the State of Texas and listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department. The Paragraph 2 Surety Bond shall be in the amount of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00). Upon the earlier of completion of CCO's obligation under Paragraph 2 of this Agreement and submission by CCO to Houston of a letter certifying to such completion which certification is not challenged by Houston within fifteen (15) days after such submission, or the expiration of the Paragraph 2 Surety Bond on its own terms, Houston shall promptly, without notice or demand thereof, return the expired Paragraph 2 Surety Bond to CCO; provided, however, that upon the earlier of completion of CCO's obligation

under Paragraph 2 of this Agreement and submission by CCO to Houston of a letter certifying to such completion, which certification is not challenged by Houston within fifteen (15) days after such submission, or the expiry date of the Paragraph 2 Surety Bond, it shall be rendered null and void and of no force and effect, whether or not it is returned to CCO.

Each of CCO and Houston acknowledge and agree that the Paragraph 2 Surety Bond shall be in a form and substance as the surety company requires and shall include conditions reasonably acceptable to the Parties, including without limitation the following: The Paragraph 2 Surety Bond shall be payable in immediately available funds, in whole or in part, as required, upon receipt by the surety company of a demand by Houston put forward to the surety company in writing which shall (1) be delivered by registered mail or by hand (with proof of delivery); (2) refer to the number and the date of the Paragraph 2 Surety Bond; (3) be signed by the Sign Administrator, City Attorney, or other authorized individual; (4) be accompanied by a copy of the notice of default served on CCO specifying the nature of such default under Paragraph 2 of this Agreement (the "180 Day Notice of Default"), which 180 Day Notice of Default shall (i) describe and identify CCO's failure to remove the relevant Removed Signs, (ii) confirm that such 180 Day Notice of Default was served on CCO and that CCO has failed to cure such default; and (iii) demand that the surety company take prompt appropriate action to remedy the 180 Day Default.

Upon Houston's compliance with the above requirements, the surety company shall be obligated to pay any and all of Houston's actual expenses and costs in

connection with its actions taken to correct the 180 Day Default, along with any applicable expenses to enforce such actions.

In addition to the Paragraph 2 Surety Bond, CCO shall increase the performance bond amount required under section 4606(e) of the Sign Code from Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to Fifty Thousand and 00/100 Dollars (\$50,000.00), as a guaranty in addition to the compliance requirements under Section 4606(e) of the Sign Code, to secure the compliance by CCO of all other obligations under this Agreement. For purposes of the bond referenced herein, the operative provisions applicable to the Paragraph 2 Surety Bond shall also apply hereto.

**15. Remedies.** Houston and CCO 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 those reasons, Houston and CCO agree that specific performance of the terms of this Agreement is appropriate to remedy a breach of this Agreement by either Houston or CCO. The remedy for Houston and CCO stated herein is not exclusive but is cumulative of all remedies available to Houston and CCO under the law which exist now or may exist in the future, including but not limited to those administrative remedies available to Houston, and Houston and CCO may pursue such other remedies and relief to which they may be entitled.

**16. Miscellaneous.**



A. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of CCO and Houston and their respective parent corporations, subsidiary corporations, representatives, successors, and assigns.

B. Entire Agreement. This Agreement contains the entire Agreement between CCO and Houston 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 CCO or Houston with respect to the subject matter hereof.

C. Disclaimer. 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.

D. Headings. 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.

E. 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 of Houston, Texas, 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.

F. 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.

G. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits Houston and CCO. 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 Houston or CCO, Houston and CCO 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 Houston and CCO 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 this Agreement was signed by CCO and the Mayor of Houston, including, without limitation, CCO reinstalling structures at removed locations and Houston having the right to seek, and CCO defend, the enforcement of the terms of that prior judgment signed March 6, 2000, in that lawsuit styled *Harris County Outdoor*

*Advertising Association, et al, vs. The City of Houston*, Cause No. 87-00827-A in the 281<sup>st</sup> Judicial District Court of Harris County, Texas, including all related court opinions and orders.

H. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of Houston (by authority of an ordinance adopted by the City Council) and CCO.

I. Multiple Counterparts. 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 constitutes, 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.

J. Interpretation. 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.

**CLEAR CHANNEL OUTDOOR, INC.**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

**CITY OF HOUSTON, TEXAS**

Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Controller

Approved as to Form

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No.

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF HARRIS

THAT BEFORE ME, the undersigned authority, on this day personally appeared Michelle Costa, President of the Houston Division of Clear Channel Outdoor, Inc. ("CCO"), and who, after having been by me first duly sworn, did depose and state on her oath that she has executed the above and foregoing "Compromise and Settlement Agreement" in my presence, as the act and deed of the said Clear Channel Outdoor, Inc. in the capacity stated and for the purposes and considerations expressed therein.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said Michelle Costa, President of the Houston Division of Clear Channel Outdoor, Inc. ("CCO") on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

(Seal)

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

## CCO Medium Inventory

## EXHIBIT A

## Unprotected - 2013

Address	Permit/Project #	Face Hgt	Face Width	# of Faces	Wood/Steel Height	NHS Designation	District
1 1418 1/2 BLALOCK	3038538	12	24	2	S	35 NO BLNK	A
2 3100 1/2 CAMPBELL		12	24	2	S	27 NO BLNK	A
3 9802 1/2 CLAY	3077921	12	24	2	S	28 NO BLNK	A
4 4968 1/2 GESSNER	3071102	12	24	1	S	30 NO BLNK	A
5 5030 1/2 GESSNER	3071105	12	24	2	S	36 NO BLNK	A
6 7226 1/2 LITTLE YORK W	3034264	12	24	2	S	35 NO BLNK	A
7 8015 1/2 LITTLE YORK W	3034247	12	24	2	S	35 NO BLNK	A
8 8029 1/2 LITTLE YORK W	3034509	12	24	2	S	35 NO BLNK	A
9 8113 1/2 LITTLE YORK W	3034486	12	24	2	S	35 NO BLNK	A
10 8225 1/2 LITTLE YORK W	3034471	12	24	2	S	35 NO BLNK	A
11 8255 1/2 LITTLE YORK W	3034456	12	24	2	S	27 NO BLNK	A
12 8215 1/2 LONG POINT	3041585	12	24	2	S	40 NO BLNK	A
13 9233 1/2 LONG POINT	3041598	12	24	2	S	30 NO BLNK	A
14 8133 1/2 Longpoint	3041564	12	24	2	S	42 NO BLNK	A
15 3918 1/2 PINEMONT	3005806	12	24	2	S	35 NO BLNK	A
16 4015 1/2 PINEMONT	3005769	12	24	1	S	32 NO BLNK	A
17 4730 1/2 PINEMONT	3006966	12	24	2	S	30 NO BLNK	A
18 6202 1/2 PINEMONT	3006489	12	24	2	S	26 NO BLNK	A
19 6226 1/2 PINEMONT	3007035	12	24	2	S	30 NO BLNK	A
20 6636 1/2 PINEMONT	3006989	12	24	2	S	24 NO BLNK	A
21 1491 SILBER	3075268	12	24	2	S	28 NO BLNK	A
22 1517 SILBER	3075265	12	24	1	S	28 NO BLNK	A
23 10734 TANNER		12	24	1	S	32 NO BLNK	A
24 6724 WESTVIEW		12	24	2	S	32 NO BLNK	A
25 8009 1/2 AIRLINE	2078490	12	24	2	S	30 NO BLNK	B
26 5576 1/2 ANTOINE	3014682	12	24	1	S	32 NO BLNK	B
27 3310 1/2 CAVALCADE	3042903	12	24	2	S	28 NO BLNK	B
28 1307 1/2 JENSEN	3030184	12	24	2	S	32 NO BLNK	B
29 109 1/2 LITTLE YORK	3032776	12	24	1	S	30 NO BIC	B
30 211 1/2 LITTLE YORK E	3032870	12	24	2	S	18 NO BLNK	B
31 309 1/2 LITTLE YORK E	3032769	12	24	2	S	30 NO BLNK	B
32 826 1/2 LITTLE YORK W	3033255	12	24	2	S	28 NO BLNK	B
33 1065 1/2 LITTLE YORK W	303330	12	24	2	S	30 NO BLNK	B
34 1420 1/2 LITTLE YORK W	3033453	12	24	1	S	30 NO BLNK	B
35 1501 1/2 LITTLE YORK W	3034288	12	24	2	S	30 NO BLNK	B
36 9903 1/2 MONTGOMERY W		12	24	2	S	30 NO BLNK	B

37	4204 1/2 BELLFORT W	2018411	12	24	1	S	30	NO BLNK	C
38	3352 1/2 FOUNTAIN VIEW		12	24	2	S	30	NO BLNK	C
39	3402 1/2 W. ALABAMA	3022829	12	24	2	S	25	NO BLNK	C
40	1502 1/2 ALMEDA GENOA	2007555	12	24	2	S	32	NO BIC	D
41	1626 1/2 ALMEDA GENOA	1129699	12	24	2	S	29	NO BIC	D
42	4409 1/2 ALMEDA GENOA	2007744	12	24	2	S	22	NO BIC/C	D
43	4948 1/2 FUQUA	2009683	12	24	2	S	28	NO BLNK	D
44	5002 1/2 FUQUA	2009628	12	24	2	S	25	NO BLNK	D
45	5012 1/2 FUQUA	2009513	12	24	2	S	25	NO BLNK	D
46	6811 1/2 M L KING	2048482	12	24	2	S	41	NO BLNK	D
47	5703 1/2 NORTHRIDGE	2048780	12	24	1	S	30	NO BLNK	D
48	5627 -A- REED	2048646	12	24	2	S	30	NO BIC/C	D
49	5631 WILLOW GLEN	3059594	12	24	1	S	30	NO BLNK	D
50	9114 1/2 ALMEDA GENOA	2006680	12	24	2	S	29	NO BIC/C	E
51	6146 1/4 BELLFORT	2016495	12	24	2	S	29	NO BLNK	E
52	9420 SH 003	74066	12	24	2	S	35	NO BLNK	E
53	9114 1/2 ALMEDA GENOA	2006703	12	24	1	S	29	NO BIC/C	E
54	9221 1/2 ALMEDA GENOA	2006737	12	24	1	S	29	NO BLNK	E
55	9410 1/2 AIRLINE	2078722	12	24	2	S	30	NO BLNK	ETJ
56	9616 1/2 AIRLINE	2078498	12	24	2	S	30	NO BLNK	ETJ
57	9636 1/2 AIRLINE	2078556	12	24	1	S	35	NO BLNK	ETJ
58	9714 1/2 AIRLINE	2078526	12	24	2	S	35	NO BIC/C	ETJ
59	116 1/2 ALDINE MAIL RT	2078678	12	24	2	S	35	NO BLNK	ETJ
60	566 1/2 ALDINE MAIL RT	2082158	12	24	1	S	30	NO BLNK	ETJ
61	570 1/2 ALDINE MAIL RT	2082143	12	24	1	S	39	NO BLNK	ETJ
62	818 1/2 ALDINE MAIL RT	2084541	12	24	1	S	31	NO BIC	ETJ
63	2328 1/2 ALDINE MAIL RT	2084956	12	24	2	S	34	NO BLNK	ETJ
64	3533 1/2 ALDINE MAIL RT	2084974	12	24	2	S	34	NO BLNK	ETJ
65	10935 1/2 ALDINE WESTFIELD	3020996	12	24	2	S	30	NO BLNK	ETJ
66	11509 1/2 ALDINE WESTFIELD	3020888	12	24	2	S	30	NO BLNK	ETJ
67	11927 1/2 ALDINE WESTFIELD	3020849	12	24	2	S	30	NO BLNK	ETJ
68	13223 1/2 ALDINE WESTFIELD	3021854	12	24	2	S	35	NO BLNK	ETJ
69	13314 1/2 ALDINE WESTFIELD	3021734	12	24	2	S	35	NO BLNK	ETJ
70	13512 1/2 ALDINE WESTFIELD	3021829	12	24	2	S	30	NO BIC	ETJ
71	13528 1/2 ALDINE WESTFIELD	3021751	12	24	1	S	30	NO BLNK	ETJ
72	14511 1/2 ALDINE WESTFIELD	3021737	12	24	2	S	30	NO BLNK	ETJ
73	14701 1/2 ALDINE WESTFIELD	3021886	12	24	2	S	30	NO BLNK	ETJ
74	22905 1/2 ALDINE WESTFIELD	3022412	12	24	2	S	30	NO BLNK	ETJ
75	24312 1/2 ALDINE WESTFIELD	3022494	12	24	2	S	30	NO BLNK	ETJ
76	1414 1/2 ATASCOCITA	3024602	12	24	2	S	30	NO BIC	ETJ
77	5933 1/2 BRITTMOORE	3039883	12	24	2	S	38	NO BLNK	ETJ
78	6001 1/2 BRITTMOORE	3039913	12	24	2	S	32	NO BIC	ETJ
79	6303 1/2 BRITTMOORE	3039917	12	24	2	S	32	NO BLNK	ETJ
80	240 1/2 DELL DALE	3018051	12	24	1	S	31	NO BIC	ETJ
81	333 1/2 EDGEBROOK	1139673	12	24	1	S	35	NO BLNK	ETJ

82	10619 1/2 FAIRBANKS N HOU	3048744	12	24	2	S	35	NO BLNK	ETJ
83	10819 1/2 FAIRBANKS N HOU	3048720	12	24	2	S	32	NO BLNK	ETJ
84	2247 FM 0521	70785	12	24	2	S	30	NO BLNK	ETJ
85	2343 FM 0521	70708	12	24	2	S	30	NO BLNK	ETJ
86	2415 FM 0521	70566	12	24	2	S	30	NO BLNK	ETJ
87	2511 FM 0521	70511	12	24	2	S	30	NO BLNK	ETJ
88	4307 1/2 FM 2351	2009307	12	24	2	S	30	NO BIC	ETJ
89	1564 1/2 Greens		12	24	2	S	31	NO BLNK	ETJ
90	13510 1/2 HOMESTEAD	2107635	12	24	2	S	28	NO BLNK	ETJ
91	2623 1/2 HOPPER	2090097	12	24	2	S	30	NO BLNK	ETJ
92	3818 1/2 HOPPER	2090080	12	24	2	S	30	NO BLNK	ETJ
93	7358 1/2 JACKRABBIT	3019923	12	24	2	S	35	NO BLNK	ETJ
94	7006 1/2 LAKE HOUS PKY S	85666	12	24	2	S	30	NO BLNK	ETJ
95	2836 1/2 LAUDER	303274	12	24	2	S	30	NO BLNK	ETJ
96	14909 1/2 LEE		12	24	2	S	30	NO BLNK	ETJ
97	2319 1/2 LITTLE YORK	3031690	12	24	1	S	33	NO BIC	ETJ
98	8322 1/2 LITTLE YORK W	3034369	12	24	2	S	39	NO BLNK	ETJ
99	10907 1/2 LITTLE YORK W	3034339	12	24	2	S	32	NO BLNK	ETJ
100	10909 1/2 LITTLE YORK W	3034355	12	24	2	S	30	NO BLNK	ETJ
101	10918 1/2 LITTLE YORK W	3034333	12	24	1	S	33	NO BLNK	ETJ
102	315 1/2 LOOP 494		12	24	2	S	30	NO BLNK	ETJ
103	360.5 Loop 494	5153788	12	24	2	Steel	32	NO BLNK	ETJ
104	15902 1/2 MARKET	3010069	12	24	2	S	30	NO BIC/C	ETJ
105	15911 1/2 MARKET	3010054	12	24	2	S	33	NO BLNK	ETJ
106	16123 1/2 MARKET	3009087	12	24	2	S	33	NO BLNK	ETJ
107	16234 1/2 MARKET	3009067	12	24	2	S	31	NO BLNK	ETJ
108	7015 1/2 MONTGOMERY W		12	24	2	S	32	NO BLNK	ETJ
109	7413 1/2 MONTGOMERY W		12	24	2	S	32	NO BLNK	ETJ
110	500 SH 525		12	24	1	S	30	NO BLNK	ETJ
111	504 SH 525	105742	12	24	1	S	30	NO BLNK	ETJ
112	508 SH 525		12	24	2	S	30	NO BLNK	ETJ
113	1319 SH 525	3061996	12	24	2	S	30	NO BLNK	ETJ
114	2216 SH 525	3062030	12	24	2	S	32	NO BLNK	ETJ
115	3216 SH 525	3062120	12	24	2	S	30	NO BLNK	ETJ
116	3405 SH 525	3062161	12	24	2	S	30	NO BLNK	ETJ
117	10021 SHELDON	3017657	12	24	2	S	30	NO BLNK	ETJ
118	10111 SHELDON	3017624	12	24	2	S	30	NO BLNK	ETJ
119	10188 WINDFERN		12	24	2	S	37	NO BLNK	ETJ
120	10211 WINDFERN		12	24	2	S	31	NO BIC/C	ETJ
121	10213 WINDFERN		12	24	1	S	31	NO BIC	ETJ
122	7920 1/2 COOK		12	24	1	S	32	NO BIC	F
123	7335 1/2 KIRKWOOD S	3023842	12	24	2	S	32	NO BLNK	F
124	13725 1/2 OLD RICHMOND	3020125	12	24	2	S	31	NO BIC	F
125	220 11TH W	3017270	12	24	1	S	24	NO BLNK	H
126	3122 1/2 AIRLINE	2075668	12	24	1	S	24	NO BLNK	H



127	6110 1/2 AIRLINE	2076338	12	24	2	S	30	NO BLNK	H
128	6227 1/2 AIRLINE	2076287	12	24	2	S	30	NO BLNK	H
129	6510 1/2 AIRLINE	2076030	12	24	2	S	25	NO BLNK	H
130	2600 1/2 BERRY	3035456	12	24	2	S	30	NO BLNK	H
131	3803 1/2 CANAL	2001679	12	24	1	S	29	NO BLNK	H
132	705 1/2 CROSSTIMBERS	2100642	12	24	1	S	30	NO BLNK	H
133	581 1/2 CROSSTIMBERS E	2096567	12	24	1	S	34	NO BIC	H
134	7304 1/2 FULTON	3045801	12	24	1	S	30	NO BLNK	H
135	515 GIRARD		12	24	1	S	30	NO BLNK	H
136	45 1/2 HEIGHTS	21140006	12	24	2	S	35	NO BLNK	H
137	4808 1/2 IRVINGTON	3043925	12	24	2	S	32	NO BIC	H
138	8402 1/2 IRVINGTON	3044136	12	24	2	S	31	NO BLNK	H
139	8408 1/2 IRVINGTON	3043861	12	24	2	S	31	NO BLNK	H
140	6008 1/2 JENSEN	3029504	12	24	1	S	40	NO BLNK	H
141	8401 1/2 JENSEN	3029652	12	24	2	S	30	NO BLNK	H
142	2510 1/2 KELLEY	2063765	12	24	2	S	34	NO BLNK	H
143	2941 1/2 LAURA KOPPE	2065982	12	24	2	S	18	NO BLNK	H
144	610 1/2 LITTLE YORK	3032737	12	24	2	S	30	NO BLNK	H
145	5500 1/2 LYONS		12	24	1	S	25	NO BLNK	H
146	2513 WASHINGTON	2074482	12	24	2	S	35	NO BLNK	H
147	4624 YALE	3047038	12	24	1	S	32	NO BLNK	H
148	5208 YALE	3047575	12	24	1	S	28	NO BLNK	H
149	7016 1/2 BELLFORT	2016548	12	24	2	S	35	NO BLNK	I
150	1600 1/2 CAROLINE	2000828	12	24	1	S	38	NO BLNK	I
151	750 1/2 DEWALT	94096582	12	24	2	S	35	NO BLNK	I
152	3100 1/2 HARRISBURG	2001505	12	24	1	S	27	NO BLNK	I
153	7045 1/2 LAWNDAL	2000133	12	24	1	S	27	NO BIC	I
154	7727 1/2 LAWNDAL	2000147	12	24	1	S	27	NO BIC	I
155	7209 1/2 LONG	2011632	12	24	2	S	30	NO BLNK	I
156	1415 1/2 PRAIRIE		12	24	1	S	30	NO BIC	I
157	3613 -B- REVEILLE	1140348	12	24	2	S	37	NO BLNK	I
158	3615 -B- REVEILLE	1140359	12	24	2	S	30	NO BLNK	I
159	3208 1/2 SAN JACINTO	2028218	12	24	1	S	30	NO BLNK	I
160	1612 TRAVIS		12	24	1	S	30	NO BLNK	I

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Address	Permit/Project #	Face Hgt	Face Width	#of Faces	Wood/Steel Height	NHS Designation	District
1 3000 1/2 BINGLE	3037119	12	24	1	W	30 NO BLNK	A
2 1525 1/2 BLALOCK	2043108	12	24	1	W	26 NO BLNK	A
3 4400 1/2 GESSNER		12	24	2	W	25 NO BLNK	A

4	3543 1/2 PINEMONT	3006070	12	24	2	W	22	NO BLNK	A
5	3701 1/2 PINEMONT	3005880	12	24	2	W	24	NO BLNK	A
6	4906 1/2 PINEMONT	3006385	12	24	2	W	24	NO BIC	A
7	7914 WESTVIEW	99107596	12	24	1	W	24	NO BLNK	A
8	3001 1/2 CAVALCADE	99101345	12	24	1	W	32	NO BLNK	B
9	8101 1/2 EAST HOUSTON	2062253	12	24	2	W	24	NO BLNK	B
10	6524 1/2 HOMESTEAD	2110469	12	24	2	W	16	NO BIC/C	B
11	8106 1/2 HOMESTEAD	2110460	12	24	1	W	22	NO BLNK	B
12	8708 1/2 HOMESTEAD	2110437	12	24	1	W	39	NO BLNK	B
13	10231 1/2 JENSEN	99070253	12	24	1	W	25	NO BIC	B
14	4610 Kelley		12	24	1	W	28	NO BLNK	B
15	6603 1/2 LAURA KOPPE	2066028	12	24	2	W	28	NO BLNK	B
16	8008 1/2 LEY	96418	12	24	1	W	20	NO BLNK	B
17	8009 1/2 LEY	2062161	12	24	2	W	35	NO BLNK	B
18	8750 1/2 LEY	2062212	12	24	1	W	30	NO BLNK	B
19	2523 1/2 LOCKWOOD	2035247	12	24	1	W	26	NO BIC	B
20	3701 1/2 LOCKWOOD	2035120	12	24	2	W	30	NO BIC	B
21	4716 1/2 LOCKWOOD	2034409	12	24	1	W	25	NO BLNK	B
22	1800 1/2 LORRAINE	2088619	12	24	1	W	19	NO BIC	B
23	4609 1/2 LYONS	2040962	12	24	1	W	26	NO BLNK	B
24	7509 1/2 MESA	2059842	12	24	1	W	28	NO BLNK	B
25	6822 1/2 MONTGOMERY W		12	24	1	W	32	NO BLNK	B
26	7221 1/2 MONTGOMERY W		12	24	2	W	24	NO BLNK	B
27	4908 SH 525	3062149	12	24	2	W	29	NO BLNK	B
28	4165 1/2 BRAESWOOD S		12	24	1	W	37	NO BLNK	C
29	2918 1/2 BUFFALO SPEEDWAY		12	24	2	W	29	NO BIC	C
30	4100 WILLOWBEND	2058996	12	24	1	W	30	NO BLNK	C
31	4114 WILLOWBEND	2058948	12	24	2	W	24	NO BLNK	C
32	4810 WILLOWBEND	2059085	12	24	1	W	16	NO BLNK	C
33	5400 1/2 BELLFORT	2017613	12	24	2	W	27	NO BLNK	D
34	2307 1/2 BLODGETT	2030500	12	24	1	W	27	NO BLNK	D
35	7021 Fannin	269365	12	24	2	Wood	25	NO BLNK	D
36	4615 1/2 FUQUA	2009953	12	24	2	W	24	NO BLNK	D
37	4515 1/2 FUQUA W	2009975	12	24	2	W	24	NO BLNK	D
38	4920 1/2 FUQUA W	2009697	12	24	2	W	25	NO BLNK	D
39	5740 1/2 GRIGGS	1139574	12	24	1	W	23	NO BLNK	D
40	6122 1/2 GRIGGS	1140199	12	24	2	W	23	NO BLNK	D
41	14133 1/2 HIRAM CLARKE	2086942	12	24	2	W	22	NO BLNK	D
42	3353 1/2 HOLMAN	2031902	12	24	1	W	27	NO BIC	D
43	600 1/2 HOLMES	2057091	12	24	1	W	22	NO BLNK	D
44	3990 1/2 HOLMES	2057139	12	24	2	W	27	NO BLNK	D
45	4415 1/2 HOLMES	2042175	12	24	1	W	30	NO BLNK	D
46	8400 1/2 KNIGHT	302433	12	24	2	W	25	NO BLNK	D
47	5801.5 LONG DR	1139823	12	24	2	W	27	NO BLNK	D
48	6700 ML KING	2047062	12	24	1	W	28	NO BLNK	D

49	2809 1/2 MILAM	12	24	1	W	24	NO BLNK	D
50	1000 Montrose	12	24	1	W	40	No BLNK	D
51	1308 1/2 MONTROSE	12	24	2	W	25	NO BLNK	D
52	2910 SMITH	12	24	1	W	25	NO BLNK	D
53	2910 SMITH	12	24	1	W	25	NO BLNK	D
54	2820 TRAVIS	12	24	2	W	24	NO BLNK	D
55	4800 1/2 W Fuqua	12	24	2	Wood	25	NO BIC	D
56	1022 WESTHEIMER	12	24	1	W	37	NO BLNK	D
57	1420 1/2 BRITTMOORE	12	24	1	W	30	NO BLNK	ETJ
58	4122 1/2 FM 2351	12	24	1	W	30	NO BLNK	ETJ
59	4122 1/2 FM 2351	12	24	1	W	30	NO BLNK	ETJ
60	7601 1/2 KEMPWOOD	12	24	1	W	27	NO BLNK	ETJ
61	606 1/2 LITTLE YORK E	12	24	2	W	18	NO BLNK	ETJ
62	3301 RICHEY S	12	24	1	W	30	NO BLNK	ETJ
63	3311 RICHEY S	12	24	1	W	18	NO BLNK	ETJ
64	3315 RICHEY S	12	24	2	W	32	NO BLNK	ETJ
65	2636 SPRING CYPRESS	12	24	2	W	35	NO BLNK	ETJ
66	150 1/2 GRAY	12	24	1	W	40	NO BIC	F
67	4290 RICHMOND	12	12	1	W	23	NO BLNK	G
68	8743 RICHMOND	12	24	2	W	36	NO BLNK	G
69	2325 1/2 BERRY	12	24	1	W	24	NO BLNK	H
70	2805 1/2 CANAL	12	24	1	W	26	NO BIC	H
71	2700 1/2 COLLINGSWORTH	12	24	1	W	24	NO BIC	H
72	601 1/2 CROSSTIMBERS	12	24	2	W	18	NO BIC	H
73	7105 1/2 FULTON	12	24	1	W	20	NO BLNK	H
74	110 1/2 HEIGHTS	12	24	1	W	32	NO BLNK	H
75	6715 1/2 JENSEN	12	24	1	W	24	NO BIC	H
76	9712 1/2 JENSEN	12	24	1	W	30	NO BLNK	H
77	2920 1/2 KELLEY	12	24	1	W	29	NO BLNK	H
78	2920 1/2 Kelley	12	24	1	W	29	NO BLNK	H
79	2940 1/2 LAURA KOPPE	12	24	2	W	17	NO BLNK	H
80	1604 1/2 LOCKWOOD	12	24	1	W	31	NO BIC	H
81	2600 STUDEMONTE	12	24	1	W	29	NO BLNK	H
82	21 WAUGH	12	24	1	W	24	NO BIC	H
83	3610 YALE	12	24	2	W	27	NO BLNK	H
84	4525 YALE	12	24	1	W	26	NO BLNK	H
85	5110 YALE	12	24	1	W	20	NO BLNK	H
86	5128 YALE	12	24	1	W	20	NO BLNK	H
87	7200.75 BELLFORT	12	24	1	W	35	NO BLNK	I
88	7202.5 BELLFORT	12	24	2	W	20	NO BLNK	I
89	7202 1/2 BELLFORT	12	24	2	W	20	NO BLNK	I
90	7301 Bellfort	12	24	1	W	30	No BLNK	I
91	7303 1/2 BELLFORT	12	24	2	W	18	NO BLNK	I
92	7439 Bellfort	12	24	2	W	18	NO BLNK	I
93	721 1/2 CRAWFORD	12	24	1	W	40	NO BIC	I

94 1168 1/2 ELGIN  
 95 3507 1/2 ELGIN  
 96 101 1/2 GRAY  
 97 5600 1/2 GRIGGS  
 98 2219 1/2 JEFFERSON  
 99 7625 1/2 LAWDALE  
 100 7626 1/2 LAWDALE  
 101 6326 1/2 LONG  
 102 6326 1/2 LONG  
 103 6615 1/2 MYKAWA  
 104 6801 1/2 MYKAWA  
 105 6939 1/2 MYKAWA  
 106 7321 1/2 MYKAWA  
 107 7531.5 Mykawa  
 108 7590 1/2 PARK PLACE  
 109 1531 1/2 PRESTON  
 110 2203 SAN JACINTO

2028205  
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Unprotected - Noncommercial

1 Address  
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 3  
 4  
 5 940 1/2 PINEMONT  
 6 2502 SH 525  
 7 4163 1/2 BRAESWOOD S  
 8 3405 WESTHEIMER  
 9 4913 1/2 FANNIN  
 10 4800 1/2 BELLFORT  
 11 10019 FAIRBANKS N HOUSTON  
 12 3108 1/2 FM 2920  
 13 3140 1/2 FM 2920  
 14 4626 1/2 FM 2920  
 15 13139 1/2 BISSENET  
 16 3900 YALE  
 17 5200 YALE  
 1503 CAPITOL  
 1107 1/2 ELGIN  
 7631 1/2 MYKAWA  
 7731 1/2 MYKAWA

Permit/Project #  
 3006322  
 3062086  
 74801  
 2017675  
 3048776  
 3083076  
 3083079  
 3086469  
 3038330  
 3046942  
 3047030  
 2028167  
 2014242  
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Address	Permit/Project #	Face Hgt	Face Width	# of Faces	Wood/Steel Height	NHS Designation	District
1 3406 11TH	3017236	12	24	2	W	23 YES PNC	A
2 7201 1/2 BRITTMORE	1020775	12	24	1	S	32 YES UL	A
3 8702.5 Clay	1011524	12	24	1	W	29 YES BLNK	A
4 5511 1/2 GESSNER	3071130	12	24	2	S	32 NO PNC	A
5 5535 1/2 GESSNER		12	24	2	S	35 NO PNC	A
6 6310 1/2 GESSNER		12	24	1	S	39 YES BLNK	A
7 8340 1/2 HEMPSTEAD	1022177	12	24	1	W	31 YES BLNK	A
8 8340 1/2 HEMPSTEAD	1022206	12	24	1	W	28 YES PNC	A
9 8500 1/2 Hempstead		12	24	2	W	33 YES BLNK	A
10 8502 1/2 HEMPSTEAD	1021932	12	24	1	W	17 YES UL	A
11 8504 1/2 HEMPSTEAD	1021839	12	24	2	W	21 YES BIC/C	A
12 8711 1/2 HEMPSTEAD	1021503	12	24	2	W	18 YES BIC/C	A
13 8775 1/2 HEMPSTEAD	1022017	12	24	1	W	33 YES BLNK	A
14 8775 1/2 HEMPSTEAD	1022017	12	24	1	W	33 YES BLNK	A
15 9151 1/2 HEMPSTEAD	1021915	12	24	2	W	35 YES BLNK	A
16 10008 1/2 Hempstead		12	24	2	W	35 YES BLNK	A
17 10010 HEMPSTEAD	1011029	12	24	2	W	37 YES BLNK	A
18 10103.5 HEMPSTEAD	98059463	12	24	1	S	20 YES NR/BLNK	A
19 10339 1/2 HEMPSTEAD	1011110	12	24	2	W	35 YES BLNK	A
20 10411 1/2 HEMPSTEAD	1011039	12	24	2	W	18 YES BLNK	A
21 11443 1/2 HEMPSTEAD	1013378	12	24	1	W	16 YES BIC/C	A
22 11603.5 Hempstead	1013620	12	24	1	W	27 YES BIC	A
23 11637 1/2 HEMPSTEAD	1013217	12	24	2	W	36 YES BLNK	A
24 11867 1/2 HEMPSTEAD	13403	10	24	2	W	25 YES BIC/C	A
25 11928 1/2 HEMPSTEAD	1013526	12	24	2	S	32 YES BLNK	A
26 12025 1/2 HEMPSTEAD	1012891	12	24	1	S	35 YES BLNK	A
27 12060 1/2 HEMPSTEAD	1012907	12	24	2	S	29 YES BLNK	A
28 13215 1/2 HEMPSTEAD	1092820	10	24	1	W	18 YES BLNK	A
29 14011 1/2 HEMPSTEAD	1090570	10	24	1	W	14 YES BLNK	A
30 14300 1/2 HEMPSTEAD	1089544	12	28	1	W	16 YES PNC	A
31 14341 1/2 HEMPSTEAD	1021409	12	24	2	S	32 YES BLNK	A
32 14505 1/2 HEMPSTEAD	1019248	12	24	2	S	32 YES BLNK	A
33 15200 1/2 HEMPSTEAD	1020709	12	24	2	W	15 YES BIC	A
34 16000 1/2 HEMPSTEAD	1020828	12	24	2	W	16 YES BLNK	A
35 19811 1/2 HEMPSTEAD	1016230	12	24	2	W	30 YES BIC/C	A
36 12800 Blk Hempstead	190601	12	24	2	S	35 YES BLNK	A
37 6402 1/2 LONG POINT	1011290	12	24	1	W	33 YES BIC/C	A
38 6402 1/2 LONG POINT	1011290	12	24	1	W	33 YES BIC/C	A
39 8152 1/2 LONG POINT	3041574	12	24	2	S	41 NO PNC	A
40 8618 1/2 N HOUS ROSSLYN	3013046	12	24	2	S	38 YES BLNK	A

41	9902 1/2 N HOUS ROSSLYN	3013023	12	24	2	S	35	YES BLNK	A
42	9924 1/2 N HOUS ROSSLYN	83357	12	24	1	S	34	YES BLNK	A
43	11108 1/2 N HOUS ROSSLYN	3012557	12	24	2	S	31	YES UL	A
44	11109 1/2 N HOUS ROSSLYN	3012551	12	24	2	W	22	YES BIC	A
45	12725 1/2 NORTHWEST FWY		12	24	1	S	30	YES BLNK	A
46	6670 1/2 PINEMONT	1086849	12	26	1	W	20	NO PNC	A
47	4298 T C JESTER	3019208	12	24	1	W	24	YES PNC	A
48	10269 TANNER		12	24	2	S	31	NO PNC	A
49	10362 TANNER		12	24	2	S	31	NO PNC	A
50	3509 Clinton	58411	12	24	1	W	29	YES BIC	B
51	3410 1/2 EAST FWY	119032	12	24	1	W	43	YES BLNK	B
52	3715 1/2 EAST FWY	118901	12	24	1	W	36	YES UL	B
53	3721 1/2 EAST FWY	118888	12	24	2	W	27	YES UL	B
54	4315 1/2 EAST FWY	119555	12	24	1	W	30	YES BLNK	B
55	4316.5 East Fwy	119479	12	24	1	W	28	YES BLNK	B
56	5110 1/2 EAST FWY	119937	12	24	2	W	32	YES UL	B
57	21202 East Fwy		12	24	1	W	30	YES BLNK	B
58	1402 1/2 EASTEX FWY	1061716	12	24	1	W	37	YES UL	B
59	2909 1/2 EASTEX FWY	1061665	12	24	2	W	33	YES BLNK	B
60	5910 1/2 EASTEX FWY	1061606	12	24	1	S	24	YES BLNK	B
61	16901 1/2 EASTEX FWY	1060205	12	24	1	W	25	YES BLNK	B
62	16909.5 Eastex Fwy	1060246	12	24	1	W	20	YES BLNK	B
63	17003 1/2 Eastex Fwy		12	24	1	W	20	YES BLNK	B
64	909 1/2 FM 1960 W	1115649	12	24	1	W	27	YES BLNK	B
65	8815 1/2 HOMESTEAD	2110413	12	24	1	W	26	NO PNC	B
66	1201 1/2 JENSEN	30294	12	24	1	W	28	NO PNC	B
67	10230 1/2 JENSEN	3029525	12	24	1	W	25	NO PNC	B
68	4200 1/2 KELLEY	2063145	12	24	1	W	24	NO PNC	B
69	4500 1/2 KELLEY	2063127	12	24	1	W	24	NO PNC	B
70	4120 1/2 LIBERTY	69702	12	24	1	W	20	NO PNC	B
71	5105 1/2 LYONS	2041252	12	24	2	W	25	NO PNC	B
72	510.5 McCarty	86216	12	24	2	W	30	YES BLNK	B
73	7402 1/2 MONTGOMERY W		12	23	1	W	18	NO PNC	B
74	10015 MONTGOMERY W		12	24	2	S	33	NO PNC	B
75	6011 1/2 NORTH BELT E	1145476	12	24	2	S	30	YES UL	B
76	9240 1/2 NORTH FWY	111484	12	24	1	W	42	YES BLNK	B
77	9240 1/2 NORTH FWY	111448	12	24	2	W	42	YES BLNK	B
78	9320 1/2 NORTH FWY	111424	12	24	1	W	37	YES BLNK	B
79	9361 1/2 NORTH FWY	111704	12	24	2	W	36	YES BLNK	B
80	7820 1/2 NORTH LOOP E	141804	12	24	1	W	24	YES BLNK	B
81	8001 1/2 NORTH LOOP E	141769	12	24	1	W	30	YES UL	B
82	5511 NORTH SAM HOUSTON EAST PKY	1145742	12	24	1	S	30	YES BLNK	B
83	4632 1/2 ORANGE		12	24	1	W	25	YES UL	B
84	2505 1/2B QUITMAN	3045853	12	24	1	W	31	YES UL	B
85	7734 1/2 RAND ST	142072	12	24	1	W	24	YES BLNK	B

86	7746 1/2 RAND ST	141997	12	24	1	W	24	YES BLNK	B
87	8414 STUEBNER AIRLINE	1046203	12	24	1	S	30	YES PNC	B
88	8414 STUEBNER AIRLINE	1046203	12	24	1	S	30	YES UL	B
89	8410 VETERANS MEMORIA	1046244	12	24	2	S	30	YES PNC	B
90	2918 1/2 BUFFALO SPEEDWAY		12	24	2	S	30	NO PNC	C
91	9841 1/2 Buffalo Speedway		12	24	1	S	35	YES BLNK	C
92	9120 1/2 MAIN	1135203	12	24	2	W	24	YES BLNK	C
93	11539 1/2 MAIN	1134717	12	24	2	S	30	YES BLNK	C
94	11648 1/2 Main		12	24	1	W	16	YES BLNK	C
95	12632 1/2 MAIN	1134479	12	24	1	S	35	YES BLNK	C
96	12750 1/2 MAIN	1085714	12	24	1	W	24	YES BLNK	C
97	12930 1/2 MAIN	1134129	12	24	1	W	12	YES BLNK	C
98	14002 1/2 MAIN	1134154	12	24	2	W	30	YES BLNK	C
99	14044 1/2 MAIN	1133869	12	24	1	S	35	YES BLNK	C
100	10811 1/2 MAIN S	1135007	12	24	2	W	18	YES BLNK	C
101	14098 1/2 MAIN S	1133882	12	24	1	W	28	YES BLNK	C
102	11042 1/2 Post Oak		12	24	2	W	30	YES BLNK	C
103	11248.5 Post Oak	80016	12	24	2	W	40	YES BLNK	C
104	11325 1/2 POST OAK	78691	12	24	2	S	24	YES BLNK	C
105	11042 1/2 POST OAK S	80116	12	24	1	W	30	YES BLNK	C
106	11042 1/2 POST OAK S	80091	12	24	1	W	24	YES BLNK	C
107	3122 SHEPHERD S	2071249	12	24	1	W	42	YES BLNK	C
108	4140 WILLOWBEND	2059015	12	24	2	S	30	NO PNC	C
109	2000 1/2 Alabama	2030787	12	24	1	W	48	YES BLNK	D
110	8440 1/2 ALMEDA	70458	12	24	2	W	35	YES BLNK	D
111	8502 1/2 ALMEDA	70409	12	24	1	W	28	YES BLNK	D
112	8521 1/2 ALMEDA	99089875	12	24	1	W	40	YES BLNK	D
113	8549 Almeda		12	24	2	W	20	YES BLNK	D
114	8711 1/2 ALMEDA	70340	12	24	2	W	28	YES BLNK	D
115	12107 1/2 ALMEDA	70135	12	24	2	W	28	YES BLNK	D
116	12207 1/2 ALMEDA	98056734	12	24	2	W	28	YES PNC	D
117	13513 1/2 ALMEDA	70096	12	24	1	W	24	YES BLNK	D
118	13719 1/2 ALMEDA	69975	12	24	2	W	28	YES BLNK	D
119	14028 1/2 ALMEDA	69941	12	24	2	W	27	YES BLNK	D
120	5402 1/2 CALHOUN	2057952	12	24	1	W	18	YES BIC	D
121	7334.5 CALHOUN		12	24	2	W	58	YES BLNK	D
122	6910 1/2 CULLEN	2043326	12	24	1	W	30	YES BLNK	D
123	7017 1/2 CULLEN	2043399	12	24	2	W	27	YES BLNK	D
124	7032 1/2 CULLEN	2043467	12	24	2	S	37	YES BLNK	D
125	7150 1/2 CULLEN	2043080	12	24	1	S	40	YES BLNK	D
126	7218 1/2 CULLEN	78073910	12	24	2	S	35	YES BLNK	D
127	7821 1/2 CULLEN	2043317	12	24	1	W	24	YES PNC	D
128	8017 1/2 CULLEN	2043525	12	24	2	S	32	YES BLNK	D
129	8321 1/2 CULLEN	2043711	12	24	2	S	29	YES BLNK	D
130	8613 1/2 CULLEN	2045898	12	24	1	W	29	YES BLNK	D

131	8613 1/2 CULLEN	2045899	12	24	1	W	29	YES PNC	D
132	8613 1/2 CULLEN	2045899	12	24	1	W	29	YES PNC	D
133	8839 1/2 CULLEN	2045530	12	24	2	S	30	YES BLNK	D
134	8847 1/2 CULLEN	84572	12	24	1	W	26	YES BLNK	D
135	9400 1/2 CULLEN	2045665	12	25	2	W	22	YES BLNK	D
136	9601 1/2 CULLEN	2045878	12	24	2	W	23	YES BLNK	D
137	10103 1/2 CULLEN	2045759	12	24	2	S	29	YES BLNK	D
138	10132 1/2 CULLEN	2045855	12	24	2	W	26	YES BLNK	D
139	10200 Cullen		12	24	1	S	35	YES BLNK	D
140	11402 1/2 CULLEN	2047113	12	24	2	S	31	YES BLNK	D
141	3990 1/2 ELGIN	2600	12	24	1	W	25	NO PNC	D
142	605 1/2 GRAY	2131967	12	24	1	W	36	NO PNC	D
143	4501 1/2 GRIGGS	1139622	12	24	1	S	34	YES BLNK	D
144	5051 1/2 GRIGGS	1139879	12	24	2	S	35	NO PNC	D
145	1114 1/2 HEINER	2124360	12	24	2	W	42	YES UL	D
146	13700 1/2 HIRAM CLARKE	2086858	12	24	2	W	26	NO PNC	D
147	14225 1/2 HIRAM CLARKE	2086895	12	24	2	W	21	NO PNC	D
148	3007 1/2 HOLMES	2057200	12	24	2	S	32	YES BLNK	D
149	4100 Holmes		12	24	1	W	35	YES BLNK	D
150	4110 1/2 HOLMES	1002350	12	24	1	W	35	YES BLNK	D
151	4110 1/2 Holmes		12	24	1	W	35	yes BLNK	D
152	4110 1/2 Holmes		12	24	1	W	35	YES BLNK	D
153	12631 1/2 MAIN	2535	12	24	2	S	24	YES BLNK	D
154	2730 1/2 MILAM		12	24	1	W	24	NO PNC	D
155	2309 1/2 MONTROSE		12	24	1	W	42	NO PNC	D
156	4511.5 Montrose	28872	12	24	1	W	27	YES BLNK	D
157	1009 1/2 NIAGARA	1003061	12	24	1	W	40	YES PNC	D
158	3355 1/2 OLD SPANISH TR.	86469	12	24	2	W	32	YES BLNK	D
159	4300 1/2 OLD SPANISH TR.	87288	6	24	2	W	15	YES UL	D
160	4528 1/2 OLD SPANISH TR.		12	24	1	W	42	YES BLNK	D
161	4528 1/2 OLD SPANISH TR.	87363	12	24	2	W	42	YES BLNK	D
162	602 1/2 PIERCE	117345	12	24	2	W	24	YES UL	D
163	13116 1/2 POST OAK	81050	12	24	2	S	32	YES BLNK	D
164	13446 1/2 Post Oak		12	24	2	W	20	YES BLNK	D
165	14000.5 Post Oak		12	24	2	W	29	YES BLNK	D
166	14945 1/2 POST OAK	78672	12	24	1	S	29	YES UL	D
167	13808 1/2 POST OAK S	78078	12	24	2	W	29	YES BLNK	D
168	4950 SAN JACINTO		12	24	1	W	30	NO PNC	D
169	3201 SCOTT	2018909	12	24	2	W	25	NO PNC	D
170	3555 SOUTH LOOP E	1000932	12	24	2	W	35	YES BLNK	D
171	5850 SOUTH LOOP E	1003325	12	24	1	W	33	YES BLNK	D
172	4000 SOUTH LOOP EAST	1001007	12	24	2	S	60	YES UL	D
173	1546 WESTHEIMER	75323	12	24	2	S	37	NO PNC	D
174	1625 WESTHEIMER	75289	12	24	2	W	25	NO PNC	D
175	13139 1/2 ALMEDA	70118	12	24	2	W	28	YES BLNK	D



176	13795 1/2 GALVESTON-SH 003	73220	12	24	2	S	30	YES BLNK	E
177	13803 1/2 GALVESTON-SH 003 *	72950	12	24	2	S	30	YES BLNK	E
178	8540 SH 003	74011	12	24	2	S	30	YES BLNK	E
179	11701 SH 003	74720	12	24	2	W	38	YES BLNK	E
180	12203 SH 003	72635	12	24	2	S	31	YES BLNK	E
181	12601 SH 003	72785	12	24	2	S	34	YES BLNK	E
182	15203 SH 003	71907	12	24	2	S	25	YES BLNK	E
183	15411 SH 003	72055	12	24	2	S	32	YES BLNK	E
184	15605 SH 003	72094	12	24	2	S	29	YES BLNK	E
185	15617 SH 003	72264	12	24	2	S	25	YES BLNK	E
186	15661 SH 003	72152	12	24	2	S	30	YES BLNK	E
187	16105 SH 003	72315	12	24	2	S	25	YES BLNK	E
188	16121 SH 003	72209	12	24	2	S	25	YES BLNK	E
189	10600 TELEPHONE	96900	12	24	1	W	22	YES BLNK	E
190	11132 TELEPHONE	96834	12	24	2	S	32	YES BLNK	E
191	12133 SH 003	72605	12	24	2	S	33	YES BLNK	E
192	15641 SH 003	72108	12	24	2	S	30	YES BLNK	E
193	16000 SH 003		12	24	2	S	30	YES BLNK	E
194	9145 TELEPHONE	97289	12	24	2	S	39	YES BLNK	E
195	1242 1/2 ALDINE MAIL RT	2084658	12	24	2	S	31	YES BLNK	ETJ
196	11103 1/2 ALDINE WESTFIELD	3020918	12	24	2	S	32	YES PNC	ETJ
197	11133 1/2 ALDINE WESTFIELD	3020898	12	24	2	S	31	YES PNC	ETJ
198	14100 Alameda		12	24	2	S	30	YES BLNK	ETJ
199	15002 1/2 ALMEDA	71185	12	24	2	S	30	YES BLNK	ETJ
200	6719 BRITTMOORE	3039903	12	24	1	S	32	NO PNC	ETJ
201	7909 1/2 C E KING PKWY	85582	12	24	2	S	31	YES PNC	ETJ
202	8003 1/2 C E KING PKWY	84779	12	24	2	S	35	YES BIC	ETJ
203	8126 1/2 C E KING PKWY	84536	12	24	2	S	29	YES BIC	ETJ
204	8232 1/2 C E KING PKWY	84846	12	24	2	S	31	YES BIC	ETJ
205	8337 1/2 C E KING PKWY	85746	12	24	2	S	33	YES BLNK	ETJ
206	14642 1/2 EAST FWY	122152	12	24	1	S	39	YES BLNK	ETJ
207	16029 1/2 EAST FWY	120311	12	24	2	S	33	YES BLNK	ETJ
208	28000.5 Eastex Fwy	1068129	12	24	1	S	25	YES BLNK	ETJ
209	1306 1/2 FEDERAL	84478	12	24	2	W	39	YES BLNK	ETJ
210	102 1/2 FM 0521	70857	12	24	2	S	31	YES BIC	ETJ
211	16409 1/2 FM 1093	74886	12	24	2	S	30	YES BLNK	ETJ
212	114 1/2 FM 1959	2009494	12	24	2	W	30	YES BLNK	ETJ
213	5519 1/2 FM 1960	1121350	12	24	2	S	30	YES BLNK	ETJ
214	14100 1/2 FM 1960 E	1114588	12	24	2	S	30	YES BLNK	ETJ
215	8823 1/2 FM 1960 W	1106009	12	24	2	W	29	YES BLNK	ETJ
216	8902 1/2 FM 1960 W	1104928	12	24	2	S	31	YES BLNK	ETJ
217	8903 1/2 FM 1960 W	84430	12	24	2	S	33	YES BLNK	ETJ
218	9112 1/2 FM 1960 W	1103860	12	24	2	S	30	YES UL	ETJ
219	9905 1/2 FM 1960 W	1102913	12	24	2	W	35	YES UL	ETJ
220	9913 1/2 FM 1960 W	1102828	12	24	2	W	35	YES UL	ETJ

221	16905 1/2 FM 2100	1137367	12	24	2	S	30	YES BIC/C	ETJ
222	18038 1/2 FM 2100	1137356	12	24	2	S	30	YES UL	ETJ
223	19711 1/2 FM 2100	1137213	12	24	2	S	30	YES UL	ETJ
224	21501 1/2 FM 2100	1136890	12	24	2	S	30	YES BLNK	ETJ
225	4416 1/2 FM 2234	3027307	12	24	2	S	30	YES BLNK	ETJ
226	4711 FM 521		12	24	2	S	29	YES BLNK	ETJ
227	13626 1/2 HARDY	100287	12	24	2	S	30	YES BLNK	ETJ
228	26001 1/2 HEMPSTEAD	1019858	12	24	2	S	45	YES BLNK	ETJ
229	26230 1/2 HEMPSTEAD	1019832	12	24	2	S	34	YES BLNK	ETJ
230	36100 Hempstead		12	24	2	S	32	YES BLNK	ETJ
231	11815 1/2 HOMESTEAD	2105710	12	24	1	S	32	NO PNC	ETJ
232	13322 1/4 HOMESTEAD	2107682	12	24	2	S	34	NO PNC	ETJ
233	13655 1/2 KUYKENDAHL	1037875	12	24	2	S	36	YES BLNK	ETJ
234	18902 1/2 Kuykendahl		12	24	4	S	50	YES BLNK	ETJ
235	19826 1/4 KUYKENDAHL	1037345	12	24	2	S	30	YES PNC	ETJ
236	22914 1/2 KUYKENDAHL	1046794	11	36	2	S	40	YES BIC	ETJ
237	10127 1/2 LA PORTE FWY	98124088	12	24	2	W	40	YES BLNK	ETJ
238	4534 1/2 LAUDER	3032720	12	24	2	S	33	NO PNC	ETJ
239	9059 1/2 LITTLE YORK W		12	24	1	W	24	NO PNC	ETJ
240	3510 1/2 LOUETTA	97008942	12	24	2	S	40	NO PNC	ETJ
241	7911.5 Louetta		12	24	2	S	50	NO PNC	ETJ
242	7022 1/2 MCHARD	85321	12	24	2	S	37	YES BLNK	ETJ
243	4200 1/2 MOUNT HOUSTON	1084579	12	24	1	S	33	YES PNC	ETJ
244	1017 1/2 NORTH BELT	1141707	12	24	2	W	24	YES UL	ETJ
245	1021 1/2 NORTH BELT	1142225	12	24	2	S	25	YES UL	ETJ
246	1888 1/2 NORTH PARK	97008696	12	24	2	S	30	NO PNC	ETJ
247	17907 1/2 NORTHWEST FWY		12	24	1	S	55	YES BLNK	ETJ
248	18285 1/2 NORTHWEST FWY		12	25	2	S	50	YES BLNK	ETJ
249	18870 1/2 NORTHWEST FWY	1015396	12	24	2	S	40	YES BLNK	ETJ
250	20901 1/2 NORTHWEST FWY	1016936	12	24	1	W	24	YES BLNK	ETJ
251	23749 Northwest Fwy		12	24	2	W	16	YES BLNK	ETJ
252	25001 1/2 NORTHWEST FWY	1017447	12	24	1	W	16	YES BLNK	ETJ
253	26400 1/2 NORTHWEST FWY	1018528	12	24	1	W	20	YES UL	ETJ
254	35124 1/2 NORTHWEST FWY	1018003	12	24	2	S	32	YES BLNK	ETJ
255	35125 1/2 NORTHWEST FWY	1020286	12	24	2	S	30	YES BLNK	ETJ
256	36300 1/2 NORTHWEST FWY	1019034	12	24	2	S	38	YES UL	ETJ
257	1307 1/4 RANKIN		12	24	2	S	30	YES BLNK	ETJ
258	1315 1/4 RANKIN	3070082	12	24	2	S	31	YES PNC	ETJ
259	1315 1/4 RANKIN	3069587	12	24	4	S	32	YES BLNK	ETJ
260	1301 1/2S SH 249	1014747	12	24	2	W	30	YES UL	ETJ
261	2003 SH 249	1014885	12	24	2	W	30	YES UL	ETJ
262	2119 SH 249	1014703	12	24	2	W	28	YES UL	ETJ
263	2203 SH 249	1014641	12	24	2	W	30	YES UL	ETJ
264	2243 SH 249	1118327	12	24	2	S	30	YES BLNK	ETJ
265	2902.5 SH 249	99068168	12	24	2	W	24	YES BLNK	ETJ

266	11714 SH 249	1024640	12	24	2	W	35	YES BLNK	ETJ
267	11717 SH 249		12	24	1	W	27	YES BLNK	ETJ
268	11727 1/2 SH 249	1024625	12	24	2	W	30	YES BLNK	ETJ
269	11812 SH 249	102446	12	24	1	W	30	YES BLNK	ETJ
270	11823 SH 249	1025226	12	24	2	W	29	YES BLNK	ETJ
271	11827 SH 249	1025289	12	24	2	W	30	YES BLNK	ETJ
272	11832 SH 249	1031993	12	24	2	S	30	YES UL	ETJ
273	23708 SHAVER S	83796	12	24	2	S	35	YES BLNK	ETJ
274	5121 STUEBNER AIRLINE	1047458	12	24	2	S	33	YES BIC	ETJ
275	10191 STUEBNER AIRLINE	1048313	12	24	2	W	42.5	YES PNC	ETJ
276	11619 STUEBNER AIRLINE	1048294	12	24	2	W	35	YES PNC	ETJ
277	11629 STUEBNER AIRLINE	1048170	12	24	2	W	35	YES PNC	ETJ
278	11639 STUEBNER AIRLINE	1049390	12	24	2	S	31	YES BLNK	ETJ
279	14809 STUEBNER AIRLINE	1050808	12	24	2	S	31	YES BLNK	ETJ
280	14811 Stuebner Airline	99013398	10	40	2	S	42	YES UL	ETJ
281	16606 TALCOTT	1145249	12	24	2	S	30	YES BLNK	ETJ
282	14942 1/2 TREASCHWIG		12	24	1	S	30	NO PNC	ETJ
283	4521 US 90	113508	12	24	2	S	30	YES BLNK	ETJ
284	2610 US 90	113861	12	24	2	S	30	YES BLNK	ETJ
285	5913 US 90	113886	12	24	2	S	32	YES BIC	ETJ
286	6113 US 90	92550	12	24	2	S	30	YES BIC	ETJ
287	11720 US 90	92657	12	24	2	S	36	YES BLNK	ETJ
288	11902 US 90	92717	12	24	2	S	30	YES BLNK	ETJ
289	11922 US 90	92522	12	24	2	S	30	YES BIC	ETJ
290	12230 US 90	92468	12	24	2	S	31	YES BIC	ETJ
291	12256 US 90	92349	12	24	2	S	30	YES BLNK	ETJ
292	12427 US 90	1089160	12	24	2	W	34	YES BIC	ETJ
293	12500 US 90	91859	12	24	2	S	30	YES BIC	ETJ
294	12810 US 90	91816	12	24	2	S	30	YES BLNK	ETJ
295	12828 US 90	1088832	12	24	2	W	24	YES BIC	ETJ
296	12900 US 90	92001	12	24	2	S	43	YES BIC	ETJ
297	13002 US 90	91936	12	24	2	S	30	YES BLNK	ETJ
298	13102 US 90	91797	12	24	2	S	30	YES BLNK	ETJ
299	14107 US 90	91749	12	24	2	S	33	YES BIC	ETJ
300	14416 US 90	91731	12	24	2	S	30	YES BLNK	ETJ
301	15413 US 90	91618	12	24	2	S	34	YES BIC	ETJ
302	16501 US 90	91328	12	24	2	S	30	YES BLNK	ETJ
303	16926 US 90	91277	12	24	2	S	30	YES BLNK	ETJ
304	17126 US 90	91217	12	24	1	S	30	YES BIC	ETJ
305	17918 US 90 E	91489	12	24	2	S	32	YES BIC	ETJ
306	16620 BISSENET	3038325	12	24	2	W	28	YES PNC	F
307	13133 1/2 BISSENET	3038322	12	24	2	W	28	NO PNC	F
308	13135 1/2 BISSENET		12	24	2	S	32	NO PNC	F
309	6111 1/2 GLENMONT		12	24	2	S	30	NO PNC	F
310	13705 1/2 SYNOTT	3019901	12	24	2	W	31	YES PNC	F

311	9305 DURHAM	2072782	12	24	1	W	24	YES PNC	G
312	827 1/2 FONDREN	3026361	12	24	1	W	32	NO PNC	G
313	5617 1/2 Katy Fwy		12	24	1	W	35	YES BLNK	G
314	7002 1/2 QUITMAN	3018884	12	24	1	W	23	YES BIC	G
315	500 1/2A RICHMOND	364684	12	24	2	S	30	NO PNC	G
316	9530 RICHMOND		12	24	1	S	30	NO PNC	G
317	9541 SAN FELIPE		11	22	1	W	18	NO PNC	G
318	4044 WEST LOOP S	1005099	14	24	1	W	30	YES UL	G
319	1111 1/2 WESTHEIMER	75945	12	24	2	S	30	YES UL	G
320	13514 16th ST	2071305	12	24	2	W	30	YES UL	H
321	808 1/2 . 19TH	2071437	12	24	1	S	30	YES BLNK	H
322	710 -1- AIRLINE	2075964	12	24	2	S	32	NO PNC	H
323	6966 1/2 CAVALCADE	3043025	12	24	1	S	33	YES PNC	H
324	814 1/2 CAVALCADE	3042963	12	24	2	S	31	YES PNC	H
325	1401 1/2 COLLINGSWORTH	3030547	12	24	2	W	28	YES PNC	H
326	2707 1/2 Durham	2071128	12	24	1	W	25	YES PNC	H
327	2310.5 DURHAM N	2071112	12	24	1	S	42	YES BLNK	H
328	505 1/2 DURHAM N	96478	12	24	1	W	25	YES BIC	H
329	2500 1/2 East Fwy		12	24	2	W	52	YES BLNK	H
330	1500 Blk ELYSIAN		12	24	1	W	23	YES BLNK	H
331	200 1/2 ELYSIAN		12	24	1	W	29	YES BLNK	H
332	250 1/2 ELYSIAN		12	24	1	S	23	YES BLNK	H
333	1704 1/2 Elysian	97770	12	24	1	W	25	YES BIC	H
334	3300.5 ELYSIAN	118336A	12	24	1	W	28	YES BLNK	H
335	3607 1/2 ELYSIAN	99517	12	24	1	W	29	YES BLNK	H
336	4501 1/2 ELYSIAN	99496	12	24	1	W	25	YES PNC	H
337	5402 1/2 EMBRY	99219	12	24	1	W	30	YES UL	H
338	319 1/2 FULTON	114853	12	24	1	W	28	NO PNC	H
339	5432 1/2 FULTON	3045927	12	24	2	S	28	YES BIC	H
340	6009 1/2 FULTON	104606	12	24	1	W	30	NO PNC	H
341	9510 1/2 FULTON	3045911	12	24	2	S	20	NO PNC	H
342	10519 1/2 HARDY	3045809	12	24	1	W	27	YES UL	H
343	2316 1/2 HARDY	99093	12	24	1	S	18	YES PNC	H
344	3500 1/2 HARDY	98928	12	24	1	W	40	YES UL	H
345	3508 1/2 HARDY	99560	12	24	1	W	24	YES UL	H
346	3508 1/2 HARDY	98845	12	24	1	W	25	YES PNC	H
347	3710 1/2 HARDY	99627	12	24	1	W	30	YES PNC	H
348	4700 1/2 HARDY	99078372	12	24	1	S	17	YES PNC	H
349	6000 1/2 HOUSTON AVE	100216	12	24	1	W	25	NO PNC	H
350	1000 IRVINGTON	2074458	12	24	1	S	28	NO PNC	H
351	4319 1/2 IRVINGTON	1129139	12	24	2	S	24	NO PNC	H
352	6815 1/2 JENSEN	3044104	12	24	2	W	28	YES BLNK	H
353	5601 1/2 JENSEN	140933	12	24	2	S	31	NO PNC	H
354	9521 1/2 KATY FWY	3029624	12	24	2	W	29	YES UL	H
355	2110 1/2 KATY FWY	108984	12	24	1	W	29	YES BLNK	H
		108949	12	24		W			

356	4101 1/2 KATY FWY	106099	12	24	1	W	30	YES UL	H
357	4201 1/2 KATY FWY	107356	12	24	2	W	47	YES UL	H
358	5700 1/2 KELLEY	140240	12	24	2	W	40	YES UL	H
359	105 1/2 LARKIN	2072695	12	24	2	W	27	YES BLNK	H
360	5000 1/2 MARINA		12	24	1	W	29	YES UL	H
361	4108 1/2 MAXIE	2072748	12	24	1	W	27	YES PNC	H
362	4905 1/2 N Loop W		12	24	1	W	40	YES BLNK	H
363	301 1/2 N Loop W		12	24	1	W	25	YES BLNK	H
364	1500 NAVIGATION	2003122	12	24	2	W	36	YES PNC	H
365	2400 1/2 NAVIGATION	2002924	12	24	1	W	35	YES BLNK	H
366	4010 1/2 NAVIGATION	2002882	12	24	1	W	35	YES BLNK	H
367	4201 1/2 NORTH FWY	104191	12	24	1	W	34	YES BLNK	H
368	900 1/2 NORTH LOOP	139069	12	24	1	W	37	YES UL	H
369	205 1/2 NORTH LOOP	139139	12	24	1	W	28	YES UL	H
370	419 1/2 NORTH LOOP	138568	12	24	1	W	24	YES UL	H
371	1301 1/2 NORTH LOOP	138646	12	24	1	W	25	YES UL	H
372	1507 1/2 NORTH LOOP	139456	12	24	1	W	24	YES BLNK	H
373	1720 1/2 NORTH LOOP WEST	3042342	12	24	1	W	36	YES BLNK	H
374	311 1/2 NORTH SHEPHERD	2067603	12	24	1	S	29.5	YES BLNK	H
375	1116 NORTHWEST FWY		12	24	1	W	25	YES UL	H
376	10411 1/2 QUITMAN	3045897	12	24	2	S	32	YES PNC	H
377	1704 1/2A SHEPHERD	2067718	12	24	1	W	25	YES PNC	H
378	1309 SHEPHERD	2067539	12	24	2	S	27	YES BLNK	H
379	4534 SHEPHERD N	2067723	12	24	1	W	29	YES BLNK	H
380	714 SHEPHERD N	2067503	12	24	2	S	36	YES BLNK	H
381	7106 TIDWELL	3016310	12	24	2	W	24	NO PNC	H
382	4322 WASHINGTON	2033760	12	24	1	W	28	NO PNC	H
383	1300 WASHINGTON	2073336	12	24	2	S	32	NO PNC	H
384	3913 WASHINGTON	2073243	12	24	1	W	24	NO PNC	H
385	4215 WASHINGTON	2072808	12	24	2	S	29	YES PNC	H
386	5000 WHITE OAK		12	24	1	W	25	NO PNC	H
387	2800 YALE	3046910	12	24	1	S	25	YES BLNK	H
388	238 YALE	3046920	12	24	1	S	30	NO PNC	H
389	2426 YALE	3047551	12	24	2	S	37	NO PNC	H
390	2528 YALE	3046924	12	24	1	W	24	NO PNC	H
391	4102 YALE	3047578	12	24	2	W	17	NO PNC	H
392	5201 YORK	2005037	12	24	2	W	30	YES PNC	H
393	315 1/2 AIRPORT	82864	12	24	2	S	27	YES BLNK	I
394	8510 1/2 AIRPORT	83297	12	24	2	S	27	YES BLNK	I
395	8715 1/2 ALMEDA	69208	12	24	1	S	30	YES BIC	I
396	3710 1/2 BROADWAY	96727	12	24	1	S	30	YES BLNK	I
397	610 1/2 BROADWAY	96740	12	24	1	W	30	YES PNC	I
398	620 1/2 BROADWAY	94929	12	24	1	W	37	YES PNC	I
399	1414 1/2 BROADWAY	94875	12	24	2	S	25	YES BLNK	I
400	2001 1/2 CLINTON	1084342	12	24	1	S	14	YES BIC	I

401	7110 1/2 CLINTON	1080950	12	24	2	W	18	YES BLNK	I
402	7714 1/2 CLINTON	1080689	12	24	2	S	15	YES BLNK	I
403	7901 1/2 CLINTON	1082406	12	24	1	S	18	YES BLNK	I
404	8700 1/2 CLINTON	1082425	12	24	1	S	22	YES BIC	I
405	8800 1/2 CLINTON	1082457	12	24	2	W	18	YES BLNK	I
406	8956 1/2 CLINTON	1082509	12	24	2	W	35	YES BIC/C	I
407	9206 1/8 CLINTON	1083745	12	24	2	W	17	YES PNC	I
408	9506 1/2 Clinton	1084507	12	24	2	W	17	YES BIC	I
409	9526 CLINTON	1084140	12	24	2	W	17	YES BIC	I
410	9534 1/2 CONGRESS	3129267	12	24	1	W	24	YES UL	I
411	1521 CONGRESS	3129518	12	24	1	W	24	YES PNC	I
412	1522 1/2 CONGRESS		12	24	1	W	24	YES PNC	I
413	1605 1/2 CONGRESS		12	24	1	W	24	YES PNC	I
414	1808 1/2 CRAWFORD		12	24	1	W	30	YES PNC	I
415	3202 CRAWFORD	02028103	12	24	1	W	30	NO PNC	I
416	3209 1/2 Cullen	2028103	12	24	1	S	27	YES BIC	I
417	1508 1/2 CULLEN	800780	12	24	2	S	38	YES BLNK	I
418	7107 1/2 EAST FWY	2043370	12	24	1	W	30	YES UL	I
419	6010 1/2 East Fwy	1129199	12	24	2	W	36	YES BLNK	I
420	6400 EAST FWY		12	24	1	W	25	YES BLNK	I
421	6502 1/2 ELGIN	119806	12	24	1	W	30	YES BIC	I
422	923 1/2 ELGIN	2028455	12	24	1	W	30	YES PNC	I
423	1007 1/2 ELGIN	2028189	12	24	1	W	30	YES PNC	I
424	1007 1/2 ELGIN	2028188	12	24	1	W	30	YES UL	I
425	3021 1/2 GULF FWY	2023703	12	24	1	W	23	NO PNC	I
426	7813 1/2 HARRISBURG	66619	12	24	1	W	25	YES BLNK	I
427	7001 1/2 HARRISBURG	84752	12	24	1	W	24	YES BIC	I
428	7714 1/2 HARRISBURG	84767	12	24	1	W	30	YES BLNK	I
429	8027 1/2 Leeland	84827	12	24	1	S	30	YES BLNK	I
430	1211 LEELAND	2000822	12	24	1	W	30	NO PNC	I
431	1211 LONG	-95.36585	12	12	M	W	W	NO	PNC
432	7307 1/2 MILAM	2011720	12	24	2	S	35	YES BLNK	I
433	3818 1/2 MYKAWA	2028631	12	24	1	W	32	YES PNC	I
434	5807 1/2 MYKAWA	99102785	12	24	1	W	30	YES PNC	I
435	6751 1/2 Navigation	2013798	12	24	1	W	24	YES BLNK	I
436	936.5 NAVIGATION	2003160	12	24	2	W	30	YES PNC	I
437	6727 1/2 NAVIGATION	2003081	12	24	2	W	32	YES BLNK	I
438	7313 1/2 Navigation	2005682	12	24	2	W	27	YES BLNK	I
439	7313 1/2 NAVIGATION		12	24	1	W	27	YES BLNK	I
440	7417 1/2 NAVIGATION E	99102540	12	24	2	S	36	YES PNC	I
441	810 1/2 NORTH LOOPE	84823	12	24	2	W	29	YES BLNK	I
442	8413 1/2 PEASE	141713	12	24	1	S	30	YES BLNK	I
443	1408 PIERCE		12	24	2	W	42	NO PNC	I
444	519 1/2 POLK		12	24	1	W	24	YES UL	I
445	3010 1/2 POLK	2037973	12	24	2	W	23	NO PNC	I
		2037880	12	24	1	W	27	NO PNC	I

446	3920 1/2 PRAIRIE	12	24	1	W	30	NO PNC	
447	1448 1/2 PRESTON	12	24	1	W	24	NO PNC	
448	1364 RUSK	12	24	1	W	37	YES PNC	
449	1603 SAN JACINTO	12	24	1	W	30	NO PNC	
450	5018 SOUTH LOOPE	12	24	1	W	32	YES BLNK	
451	6015 SOUTH LOOPE	12	24	1	S	40	YES BLNK	
452	8150 SOUTH LOOP EAST	12	24	1	W	57	YES UL	
453	6060 SSGT MACARIO GA	12	24	1	W	30	YES PNC	
454	2205 ST CHARLES	12	24	1	W	40	YES UL	
455	2410 TELEPHONE	12	24	1	S	29	YES BLNK	
456	1705 TELEPHONE	12	24	1	S	29	YES BLNK	
457	1705 TELEPHONE	12	24	2	S	35	YES PNC	
458	3925 TELEPHONE	12	24	1	W	37	YES PNC	
459	4012 TELEPHONE	12	24	2	S	32	YES BLNK	
460	4133 TELEPHONE	12	24	2	S	32	YES BLNK	
461	5518 TELEPHONE	12	24	2	S	29	YES BLNK	
462	6332 TELEPHONE	12	24	1	W	35	YES BLNK	
463	6500 TELEPHONE	12	24	1	S	35	YES BLNK	
464	6500 TELEPHONE	12	24	2	W	27	YES BLNK	
465	8201 TELEPHONE	12	24	2	S	24	YES BLNK	
466	8918 TELEPHONE	12	24	2	S	28	YES BLNK	
467	8918 TELEPHONE	12	24	2	S	29	YES BLNK	
468	9144 TRAVIS	12	24	1	W	40	NO PNC	
469	118 Travis	12	24	1	W	32	yes PNC	
470	1701 1/2 US 90	12	24	1	S	34	YES BIC	
471	9853 WAYSIDE	12	24	1	W	24	YES BIC	
472	812 WAYSIDE	12	24	1	S	24	YES BLNK	

98081323  
 1004064  
 1003388  
 2002419  
 2030326  
 87532  
 87532  
 94832  
 93767  
 93522  
 93480  
 93384  
 90618  
 90624  
 92865  
 97222  
 90903  
 92745  
 115787  
 86237

Protected  
 Unprotected-2013  
 Unprotected-2009  
 Unprotected-NonCom

472  
 160  
 110  
 17





	ADDRESS	STREET NAME	NHS	DESIGNATION	ZIP	S,M, W1	H1	HGT1	FACES	NUM	TYPE	Scenic District
14	605 1/2	GRAY	NO	PNC	77002	M	24	12	36	1	3 W	Downtown
15	2730 1/2	MILAM	NO	PNC	77006	M	24	12	24	1	3 W	Gateway 59
16	1603	RUSK	NO	PNC	77010	M	24	12	37	1	3 W	Downtown
17	5018	SAN JACINTO	NO	PNC	77004	M	24	12	30	1	3 W	Gateway 59
18	118	TRAVIS	NO	PNC	77002	M	24	12	40	1	3 W	Downtown
19	1522 1/2	CONGRESS	NO	PNC	77002	M	24	12	24	1	3 W	Downtown
20	1605 1/2	CONGRESS	NO	PNC	77002	M	24	12	24	1	3 W	Downtown
21	1808 1/2	CONGRESS	NO	PNC	77002	M	24	12	24	1	3 W	Downtown
22	3209 1/2	CRAWFORD	NO	PNC	77004	M	24	12	30	2	3 W	Gateway 59
23	1017 1/2	NORTH BELT	YES	UL	77032	M	24	12	24	2	3 W	Beltway 8
24	1021 1/2	NORTH BELT	YES	UL	77060	M	24	12	25	2	5 W/S	Beltway 8
25	5511	NORTH SAM HOUS	YES	UL	77032	M	24	12	32	1	1 S	Beltway 8
26	1211	LEELAND	NO	PNC	77002	M	24	12	30	1	3 W	Downtown
27	14942 1/2	TALCOTT	YES	BLNK	77002	M	24	12	30	2	1 S	Beltway 8
28	1701	TRAVIS	YES	PNC	77002	M	24	12	32	1	3 W	Downtown
29	1408	PEASE	NO	PNC	77002	M	24	12	42	1	3 W	Downtown
30	1408	PEASE	NO	PNC	77002	M	24	12	42	1	3 W	Downtown
31	1448 1/2	PRAIRIE	NO	PNC	77002	M	24	12	30	1	3 W	Downtown
32	1522	CONGRESS	NO	PNC	77002	M	24	12	24	1	3 W	Downtown
33	3415 1/2	SAN JACINTO	NO	BLNK	77002	M	24	12	30	2	3 W	Gateway 59
Structures												
		33										
		18										
		51										

# Current Sign Analysis as of April 2008

Exhibit C

All Structures <300 Square Feet Face Size

District	A	B	C	D	E	F	G	H	I	ETJ	Total
Protected	72	49	29	90	40	5	9	92	105	164	655
Unprotected											
2013	41	35	3	27	9	5	1	38	26	103	288
2009	13	41	9	38	8	2	3	34	39	25	212
1995	2	23	7	24	3	1	5	35	22	20	142
Sub-Total	56	99	19	89	20	8	9	107	87	148	642
Total Addresses	128	148	48	179	60	13	18	199	192	312	1297

## Sign Analysis After Settlement - >100 Square Feet but <300 Square Feet\*

District	A	B	C	D	E	F	G	H	I	ETJ	Total
Unprotected	24	18	6	12	1	4	6	37	19	58	185
Protected	26	21	13	34	18	4	0	52	44	69	281
Total Addresses	50	39	19	46	19	8	6	89	63	127	466

\*Allotments by district are subject to change per the terms of the settlement and compromise agreement.

Exhibit D

	Address	Permit/Project #	Face Hgt	Face Width	#of Faces	Wood/Steel	Height	NHS Designation	District
1	5511 1/2 GESSNER	3071130	12	24	2	S	32	NO PNC	A
2	5535 1/2 GESSNER		12	24	2	S	35	NO PNC	A
3	8152 1/2 LONG POINT	3041574	12	24	2	S	41	NO PNC	A
4	6670 1/2 PINEMONT	1086849	12	26	1	W	20	NO PNC	A
5	10269 TANNER		12	24	2	S	31	NO PNC	A
6	10362 TANNER		12	24	2	S	31	NO PNC	A
7	8815 1/2 HOMESTEAD	2110413	12	24	1	W	26	NO PNC	B
8	1201 1/2 JENSEN	30294	12	24	1	W	28	NO PNC	B
9	10230 1/2 JENSEN	3029525	12	24	1	W	25	NO PNC	B
10	4200 1/2 KELLEY	2063145	12	24	1	W	24	NO PNC	B
11	4500 1/2 KELLEY	2063127	12	24	1	W	24	NO PNC	B
12	4120 1/2 LIBERTY	69702	12	24	1	W	20	NO PNC	B
13	5105 1/2 LYONS	2041252	12	24	2	W	25	NO PNC	B
14	7402 1/2 MONTGOMERY W		12	23	1	W	18	NO PNC	B
15	10015 MONTGOMERY W		12	24	2	S	33	NO PNC	B
16	2918 1/2 BUFFALO SPEEDWAY		12	24	2	S	30	NO PNC	C
17	4140 WILLOWBEND	2059015	12	24	2	S	30	NO PNC	C
18	3990 1/2 ELGIN	2600	12	24	1	W	25	NO PNC	D
19	605 1/2 GRAY	2131967	12	24	1	W	36	NO PNC	D
20	5051 1/2 GRIGGS	1139879	12	24	2	S	35	NO PNC	D
21	13700 1/2 HIRAM CLARKE	2086858	12	24	2	W	26	NO PNC	D
22	14225 1/2 HIRAM CLARKE	2086895	12	24	2	W	21	NO PNC	D
23	2730 1/2 MILAM		12	24	1	W	24	NO PNC	D
24	2309 1/2 MONTROSE		12	24	1	W	42	NO PNC	D
25	4950 SAN JACINTO		12	24	1	W	30	NO PNC	D
26	3201 SCOTT	2018909	12	24	2	W	25	NO PNC	D
27	1546 WESTHEIMER	75323	12	24	2	S	37	NO PNC	D
28	1625 WESTHEIMER	75289	12	24	2	W	25	NO PNC	D
29	6719 BRITTMOORE	3039903	12	24	1	S	32	NO PNC	ETJ
30	11815 1/2 HOMESTEAD	2105710	12	24	1	S	32	NO PNC	ETJ
31	13322 1/4 HOMESTEAD	2107682	12	24	2	S	34	NO PNC	ETJ
32	4534 1/2 LAUDER	3032720	12	24	2	S	33	NO PNC	ETJ
33	9059 1/2 LITTLE YORK W		12	24	1	W	24	NO PNC	ETJ
34	3510 1/2 LOUETTA	97008942	12	24	2	S	40	NO PNC	ETJ
35	7911.5 Louetta		12	24	2	S	50	NO PNC	ETJ
36	1888 1/2 NORTH PARK	97008696	12	24	2	S	30	NO PNC	ETJ
37	14942 1/2 TREASCHWIG		12	24	1	S	30	NO PNC	ETJ

38	13133 1/2 BISSENET	3038322	12	24	2	W	28	NO PNC	F
39	13135 1/2 GLENMONT		12	24	2	S	32	NO PNC	F
40	6111 1/2 OLD RICHMOND	3019901	12	24	2	S	30	NO PNC	F
41	827 1/2 FONDREN	3026361	12	24	1	W	32	NO PNC	G
42	500 1/2A RICHMOND	364684	12	24	2	S	30	NO PNC	G
43	9530 RICHMOND		12	24	1	S	30	NO PNC	G
44	9541 SAN FELIPE		11	22	1	W	18	NO PNC	G
45	710 -1- AIRLINE	2075964	12	24	2	S	32	NO PNC	H
46	319 1/2 FULTON	3045927	12	24	2	S	28	NO PNC	H
47	6009 1/2 FULTON	3045911	12	24	2	S	30	NO PNC	H
48	9510 1/2 FULTON	3045809	12	24	1	W	20	NO PNC	H
49	6000 1/2 HOUSTON AVE	2074458	12	24	1	S	25	NO PNC	H
50	1000 IRVINGTON	1129139	12	24	2	S	28	NO PNC	H
51	4319 1/2 IRVINGTON	3044104	12	24	2	W	24	NO PNC	H
52	5601 1/2 JENSEN	3029624	12	24	2	W	31	NO PNC	H
53	7106 TIDWELL	3016310	12	24	2	W	24	NO PNC	H
54	4322 WASHINGTON	2033760	12	24	1	W	28	NO PNC	H
55	1300 WASHINGTON	2073336	12	24	2	S	32	NO PNC	H
56	3913 WASHINGTON	2073243	12	24	1	W	24	NO PNC	H
57	5000 WHITE OAK		12	24	1	W	25	NO PNC	H
58	238 YALE	3046920	12	24	1	S	30	NO PNC	H
59	2426 YALE	3047551	12	24	2	S	37	NO PNC	H
60	2528 YALE	3046924	12	24	1	W	24	NO PNC	H
61	4102 YALE	3047578	12	24	2	W	17	NO PNC	H
62	3202 CRAWFORD	2028103	12	24	1	W	30	NO PNC	I
63	1007 1/2 ELGIN	2023703	12	24	1	W	23	NO PNC	I
64	8027 1/2 Leeland	2000822	12	24	1	W	30	NO PNC	I
65	1211 LEELAND	-95.36585	12		M	W	W	NO PNC	I
66	8413 1/2 PEASE		12	24	2	W	42	NO PNC	I
67	519 1/2 POLK	2037973	12	24	2	W	23	NO PNC	I
68	3010 1/2 POLK	2037880	12	24	1	W	27	NO PNC	I
69	3920 1/2 PRAIRIE		12	24	1	W	30	NO PNC	I
70	1448 1/2 PRESTON		12	24	1	W	24	NO PNC	I
71	1603 SAN JACINTO		12	24	1	W	30	NO PNC	I
72	9144 TRAVIS		12	24	1	W	40	NO PNC	I



